

AGREEMENT TO SELL/ CONVEYANCE DEED

This Agreement to Sell executed on this _____

By and Between

M/s Ramprastha Real Estate Private Limited (RREPL) (CIN U70102DL2014PTC268875), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at D-194, Basement, Gate No - 1 (Front Side), Okhla Industrial Area Phase-1, New Delhi-110020 and its corporate office at Ramprastha Greens, Vaishali, Ghaziabad, Uttar Pradesh-201010 (PAN:AAHCR0287J), represented by its authorized signatory **Mr. _____ S/o _____ (Aadhar No. _____)** authorized vide board resolution dated _____ hereinafter referred to as the "Promoter" / RREPL/ Company (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its executors, administrators, successor-in-interest, and permitted assigns).

AND

(1) Mr. / Mrs. /M/s _____, (Aadhar No. _____) S/D/W of Mr. _____, aged _____, resident of _____ (PAN _____) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns).

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

For the purpose of this Agreement to Sell, unless the context otherwise requires, -

a) Act: means THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 and the Rules and/or any other statutory enactment or modifications thereof.

b) Agreement: means this Agreement to Sell, including all annexures, recitals, schedules and terms and conditions for the allotment of said Apartment and/or the Parking Space(s) in the said Complex, executed by the Allottee(s) and the Company.

c) Applicant: means person(s) / HUF / Firm/ LLP / Company, applying for allotment of the said Apartment, whose particulars are set out in the booking application form and who have appended his / her / their signature in acknowledgment of having agreed to the terms and conditions of the booking application form.

d) Allottee(s): means the applicant who will enter into Agreement to Sell with the Company for the said Apartment allotted to him/her/them and who has signed and executed the Agreement. In case of more than one applicant, the other will be considered as Co-Allottee(s) and the Allottee and the Co-Allottee(s) will have the equal share in the said Apartment unless otherwise agreed to by the Company, in writing.

e) Apartment/ Flat / Unit: means the dwelling unit/apartment in the project, which is identified by a number and that number is also identifying the floor and block of that apartment. "Said Apartment" shall mean the specific apartment applied for by the applicant in the said project, details of which have been set out in Application / Agreement.

f) Area:

(i) Area of land: total area of land over which the project is going to be constructed.

(ii) Super Area (Built up + common areas & facilities): It is the Carpet area + area occupied by walls, doors of an apartment + balcony area+ wardrobe area +service shaft area, areas & facilities to be used by all the apartment owners such as entrance, lobbies, corridors, stair cases, lifts, lift lobbies, machine rooms, all service shafts, fire escapes, and all underground and overhead tanks, electric sub stations, control panel room, installation area of the transformer and DG set, guard towers, entrance and exit of the complex, water supply, piped gas supply, treatment plants, pump house, sewerage systems and STP, EPABX system, common toilets, rainwater harvesting systems etc.

For Ramprastha Real Estate Pvt Ltd.

(Auth. Sign.)

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Allottee(s)

(iii) Built up Area/ Covered Area: is the Carpet area plus thickness of outer & internal walls and the balcony areas. It is the Carpet area + area occupied by walls, doors of an apartment + balcony area+ wardrobe area +service shaft area.

(iv) Carpet Area: means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or veranda area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

(v) Common Areas & facilities: means all facilities to be used by all the apartment owners such as entrance, lobbies, corridors, stair cases, lifts, lift lobbies, machine rooms, all service shafts, fire escapes, and all underground and overhead tanks, electric sub stations, control panel room, installation area of the transformer and DG set, guard towers, entrance and exit of the complex, water supply, piped gas supply, treatment plants, pump house, sewerage systems and STP, EPABX system, common toilets, rainwater harvesting systems etc.

(vi) Independent Area: those areas which have been declared as such not including common areas for the joint use of apartment / flat owners and which may be sold by the promoter without the interference of other apartment / flat owners.

(vii) Limited Common Area & facilities: those areas and facilities which are designated in writing by the promoter before the allotment, sale or transfer of any apartment as reserved for the use of certain apartment or apartments to the exclusion of the other apartments.

g) Authority: means Uttar Pradesh Real Estate Regulatory Authority

h) Basic Sale Price: means any and all kind of the amount amongst others, payable for the said Apartment which includes basic sale price including any additions/enhancements thereof but does not include other amounts, additional charges, security deposits etc., which are payable in accordance with the terms of the Application Form/Allotment Letter and Agreement to Sell, including but not limited to:

- External electrification Charges (EEC), Fire Fighting Equipment (FFC), Internal Development Charges (IDC) increase in EEC/FFC/External Development Charges (EDC)/IDC, government taxes, fees or levies of all and any kinds by whatever named called;
- Maintenance Charges, property tax, municipal tax on the Said Apartment;
- Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc.;
- Taxes and Cesses; The installation charges for electric and power back-up meters etc;
- Club development charges and club maintenance charges, as applicable;
- Cost of additional parking space(s), if any, allotted to the Allottee(s);
- Interest free refundable maintenance security deposit, which will be transferred/refunded to RWA at the time of transfer of maintenance to alternate agency / the RWA of the Complex;
- Any other charges that may be payable by the Allottee(s) as per the other terms of the Agreement which amounts shall be payable by the Allottee(s) in addition to the Total Price in accordance with the terms and conditions of the Agreement and as per the demand raised by the Company from time to time.

i) Application Form: request for allotment of apartment made by the person(s) / HUF / Firm / LLP / Company on a standard format namely Application/Booking form of the company. In case of more than one applicant, the other will be considered as co-applicant prior to execution of the allotment letter, they will be considered as intending Allottee(s).

j) Promoter/Company: that is RAMPRASTHA REAL ESTATE (P) LTD., a Company registered under the Companies Act, 1956 having its Registered Office at D-194, Basement, Gate No.1 (Front Side), Okhla Industrial Area Phase-1, New Delhi-110020

k) Conveyance/Sale Deed: means the deed of conveyance which shall convey title of the said Apartment in favour of the Allottee(s) in accordance with the Agreement to Sell.

l) Complex: the entire project having Apartments / Flats / Units / Commercial Space including supermarket of different types and dimensions in various Towers/blocks including recreational club house, gymnasium, kids play area, multi-purpose hall, parks, tennis and basketball courts, theatre, swimming pool, basements, parking spaces and spaces for public amenities etc.

m) Earnest Money: means 10% of the Total Sale Price of said Apartment payable by the Allottee(s).

n) EDC: means the charges levied or leviable on the said Complex/said Land (by whatever name called or in whatever form) by the Government of U.P. or any other Government Authority(ies) and with all such conditions imposed to be paid by the Allottee(s) and also includes any further increase in such charges.

o) Foot Print: shall mean the precise land underneath the said Building.

p) Force Majeure Clause: means any event or combination of events or circumstances beyond the control of the Company, which cannot (a) by the exercise of reasonable, diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligation under this Allotment, which shall include but not be limited to:

For Ramprastha Real Estate Pvt Ltd.

(Auth. Sign.)

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Allottee(s)

- Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural / manmade disasters, land subsidence etc.
- Explosions or accidents, air crashes and shipwrecks, act of terrorism etc
- Strikes or lock-outs, industrial dispute
- Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reasons whatsoever
- War and hostilities of war, riots, bandh, civil commotion, **pandemic**
- The promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any government authority(ies) that prevents or restricts the party/company from complying with any or all the terms and conditions as agreed in the Allotment;
- Any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant, if necessary approvals for the said complex/building or if any matters, issues relating to such approvals, permissions, notices, occupancy certificate, completion certificate, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or for any reason whatsoever.

q) Government: means the Central Government and / or Government of the State of Uttar Pradesh including Central and State Departments / Authorities / Boards / etc.

r) IFMS: means the interest free maintenance security to be paid by the Allottee(s) for the maintenance and upkeep of the Said Complex/Said Building to be paid as per the schedule of payments to the Company in proportion of the Super Area of the Said Apartment. The said amount paid towards IFMS is transferable / refundable to the Residents Welfare Association (RWA) or Association of Apartment Owners (AOA) / other agency at the time of transfer of maintenance of the Complex to the RWA/AOA/other agency.

s) Layout and Plans: the Architectural Drawings of project comprising of whole planning of constructions, open areas and drawings of particular Block, Floor and a particular apartment.

t) Payment Plans: these are the structure/schedule of instalments against booked apartments having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.

u) Maintenance Agency: means the Company, its nominee(s) or association of apartment Allottee(s) or such other agency to whom the Company may handover the maintenance and who shall be responsible for carrying out the maintenance of the said Complex/Building.

v) Maintenance Charges: means the charges payable by the Allottee(s) to the Maintenance Agency for the maintenance services and upkeep of the said Complex/Building including common areas and facilities but does not include

- (i) the charges for actual consumption of utilities in the said Apartment including but not limited to electricity, water, piped gas which shall be charged separately and
- (ii) any statutory payments, taxes, with regard to said Apartment/said Building/said Complex, at the prescribed rate on the super built up area of the Apartment payable on monthly basis. The details of maintenance charges shall be more elaborately described in the Maintenance Agreement.
- (iii) Levies / Penalties etc. imposed on apartment / unit owners for misuse, unauthorised alterations, damages etc.

w) Maintenance Agreement: means the agreement executed by the Allottee(s) and the Company or the Maintenance Agency nominated by the Company.

x) Non-refundable amounts: Including but not limited to Interest Free Maintenance Security (IFMS), the interest paid or payable on delayed payments, brokerage paid/payable by the Company, if any, etc.

y) Parking spaces: means the exclusive right of the Allottee(s) to use the parking space(s) for parking car(s), as described and specifically allotted in this agreement to Sell.

z) Project: means ATTALIKA at Kh. No. 197, 209, 210, 211, 212, 214 & 215 Village Makanpur, Ramprastha Greens, Vaishali Extension, Ghaziabad, U.P- 201012.

aa) RWA/AOA: means the Resident Welfare Association/ an Association of the Apartment owners, which shall be duly formed as per the applicable provisions of U P Apartment Act, 2010 or any other act or rules, as may be applicable.

ab) Rules: means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.

ac) Regulations: means the Regulations made under the Real Estate (Regulation and Development Act, 2016;

ad) Said Apartment: means the apartment allotted to the Allottee(s) and/or an exclusive use of parking space(s), the tentative typical apartment plan, layout plan and the tentative specifications of said Apartment given in annexures forming part of this agreement and includes any alternative apartment allotted in lieu of said Apartment.

ae) Said Building: means the tower/building in the said Complex in which the said Apartment will be located.

For Ramprastha Real Estate Pvt Ltd.

(Auth. Sign.)

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Allottee(s)

af) Said Complex: means the ATTALIKA at Kh. No. 197, 209, 210, 211, 212, 214 & 215 Village Makanpur, Ramprastha Greens, Vaishali Extension, Ghaziabad, U.P- 201012 comprising of residential apartment buildings, commercial units / shops, club house, swimming pool, etc. and any other building amenities and facilities, as may be approved by the Government Authority(ies).

ag) Said Land: means the land admeasuring about 16,396 sq. meters situated at Kh. No. 197, 209, 210, 211, 212, 214 & 215 Village Makanpur, Ramprastha Greens, Vaishali Extension, Ghaziabad, U.P- 201012 on which the Said Complex is being developed.

ah) section: means a section of the Act.

ai) Taxes & Cesses: means any and all kind of indirect taxes, cesses, levies etc including but not limited to Goods and Service Tax, building and other construction workers welfare fund etc and any other taxes and cesses by whatever name called paid or payable by the Company and/or its contractors (including sub-contractors), suppliers, consultants, in connection with the development/construction of the said Apartment/Said Building/Said Complex.

WHEREAS:

A. Whereas the Promoter is the empowered owner and in possession of Piece of Land (Total Area 16,396 Sq. Meters) situated at Village Makanpur, Ramprastha Greens, Vaishali Extension, Ghaziabad, Uttar Pradesh bearing Khasra No's. 197M, 209M, 210M, 211M, 212M, 214M, 215M.

The Promoter had acquired the rights in the said property vide Consortium Agreement dated 10th August, 2022 registered with Sub-Registrar, Sadar-IV, Ghaziabad vide Bahi No. 4, Jild No. 2482, Pages 223 to 246 S.No. 5181 dated 11/08/2022. The said Consortium Agreement is between the Promoter and the Land Owners i.e. Ramprastha Builders (P) Ltd. and Mr. Surat Singh.

The land admeasuring 16,396 sq.mts. owned by the Landowners is a contiguous piece of Land. The Ghaziabad Development Authority (GDA) has permitted the Developer to develop a group housing project on the said land vide File No GDA/BP/22-23/0426 dated 03/01/2023. Vide the said Consortium Agreement both RREPL/Promoter and the Landowners agree that RREPL will develop a group housing Project "Attalika" on the Land in accordance with the plan sanctioned by Ghaziabad Development Authority (GDA) at its own cost.

AND WHEREAS in this manner the RREPL /Promoter had become owner/empowered owner and in possession of freehold land admeasuring 16,396 Sq.Mtrs. situated at Village Makanpur, Ramprastha Greens, Vaishali Extension, District Ghaziabad Uttar Pradesh on which it is developing the Group Hosing Project ATTALIKA as permitted by GDA. Hence in the manner as stated above the seller had become owner/empowered owner of the Units proposed to be constructed in the Group Housing Project as described above in all respects and none other than the Promoter has got any right or title of any kind in the project and the Promoter has all rights to sell or transfer the same to any party.

AND WHEREAS the Promoter/RREPL is constructing the said Project as per current approvals from the competent authority(ies).

- B. **The Said Land is earmarked for the purpose of building group housing residential units together with commercial space, comprising 4 multi storied apartment buildings i.e. Tower A, B, C and D and the said project as a whole shall be known as Attalika.**
- C. **The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;**
- D. The Ghaziabad Development Authority has granted the commencement certificate to develop the Project vide approval dated 03rd January 2023 bearing File No. GDA/BP/22-23/0426.
- E. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the apartment or building, as the case may be, from Ghaziabad Development Authority. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow on _____ vide registration No _____.
- G. **The Allottee had applied for an apartment in the Project vide application dated _____ and has been allotted apartment No. D- 2903 vide allotment letter dated _____ having carpet area of _____ square feet, super area of _____ square feet, type _____ BHK on _____ floor in TOWER - _____ along with one covered car parking which shall be allotted at the time of possession as permissible under the applicable law and of pro rata share**

For Ramprastha Real Estate Pvt Ltd.

(Auth. Sign.)

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Allottee(s)

in the common areas as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016." And deed of declaration submitted before the concerned authority (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B.) (The allottee agrees to and confirms that the pro rata share in the common areas can vary owing to increase in FSI);

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Parties agree and understand that the layout plans and maps approved by the GDA are as per its prevailing Building Byelaws, Over and above maximum FAR permissible service FAR, compensatory FAR of green and 10% of total FAR is compoundable. Accordingly, the number of dwelling units and population density may increase to which no further individual consent from them will be required in terms of UPRERA Act or any other applicable law. They agree and understand that if the FAR (Floor Area Ratio) is increased beyond the current applicable FAR by the Government Authority, the Company shall have the exclusive right and ownership on the additional FAR beyond the current applicable FAR. The Company shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional floors / buildings in the Said Complex as per the approvals granted by the Government Authorities. They further agree and confirm that on such additional construction by use of additional FAR, the additional construction shall be the sole property of the Company, which the Company shall be entitled to dispose off in any manner it chooses without any interference from them. The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Complex. They acknowledge that they have not made any payment towards the additional FAR and shall have no objection to any of such construction activities carried on the said Building / Said Complex. That they acknowledge and accept that the Company has full right and also their consent under the U. P. Apartment Owners Act, 2010 to continue construction and/or to construct further floors on the top of now existing top floors or in any other area, if permitted by the GDA/concerned authority as per their policy/guidelines etc. issued from time to time and such constructed floors/areas shall solely belong to the Company. It is further understood and accepted by them that by virtue of such new construction(s) there shall be change in the undivided share of land beneath the tower and there shall be no change in the sale price and/or the area sold, any further.

Further the allottees fully understand that the sale consideration is for the Carpet Area of the said apartment. That all other rights, excepting what have been mentioned including easement rights, open spaces, unsold apartments/apartments, unsold parking spaces, spaces for recreational facilities, spaces for public amenities, community, clubs, storage etc. or any other spaces, which does not fall under the definition of common areas will be the sole ownership of the Company, who will have the authority to charge membership for such facilities and dispose-off the assets at any point of time at its sole discretion. That the dimensions, shown in the brochure, map or any other document have been calculated on un-plastered wall to wall basis. The Company can sub lease the vacant apartment(s) or the complete block of the apartments, as a whole or in part to one or more persons/Company(ies)/institution(s), whosoever. They acknowledge that the ownership of such land, areas, facilities and amenities, any additional construction on the Said Land and/or additional buildings in and around the Said Land, which the Company may construct in order to utilize the additional FAR, if any, to the said Building/ said Complex shall rest solely with the Company and/or its associate companies, its subsidiaries and they alone shall have sole right and absolute authority to deal with the same including their usage and manner/method of use, disposal etc., creation of rights in favour of any other person by way of sale, transfer, joint venture, collaboration or any other mode including transfer to government, semi government, any other person.

- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

For Ramprastha Real Estate Pvt Ltd.

(Auth. Sign.)

(6)

Allottee(s)

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking (if applicable) as specified in Para G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para G.

1.1.2 Both the parties confirm that they have read and understood the provisions of section-14 of the Act, subject to Para I above.

1.2 The Total Price for the Apartment including GST is Rs. _____/- (Rupees _____)

Block/Building/Tower No. :- TOWER - _____ Apartment No. :- _____ Type :- _____ BHK Floor :- _____ Car Parking :- _____ Payment Plan :- CONSTRUCTION LINK PAYMENT PLAN Carpet Area :- _____ square feet Rate as per Carpet Area :- _____ per sq.ft (approx.) Super Area :- _____ square feet Rate as per Super Area :- _____ per sq.ft (approx.)	-BREAKUP AND DESCRIPTION AS PER SCHEDULE C
Total price (in rupees)	Rupees _____ Only

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;

(ii) The Total Price above includes Taxes, Levies, Cess or any other such charges levied by the Government / any Authority (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the Allottee and the Project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate: Provided that in case there is any change / modification / addition/alteration in the taxes or any new cess, tax levy is imposed, the amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification. Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles/ tiles, doors, windows, fire detection and firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the apartment and the Project.

The allottee further understand and agree to pay increases, if any, due to increase in carpet Area, increase on account of additional fire safety measures undertaken, increase on account of any additional specifications / features of the apartment or of the project as per directions of any government authority (including but not limited to firefighting, sewage

For Ramprastha Real Estate Pvt Ltd.

(Auth. Sign.)

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treatment, garbage disposal, rain water harvesting, solar energy etc.), increase in all types of security, deposits, charges and increase thereof for bulk supply of electrical energy and all other increases in cost/charges and/or any other increases in charges, which may be levied or imposed by the Government Authorities from time to time.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development fee payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development fee, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments:
 Provided that if there is any new imposition or increase of any development fee after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule D and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:
 Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.6 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate/occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than five percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in para 1.2 of this Agreement subject to the fact that the same shall be restricted to amounts linked with the area of the flat and not those which are fixed per unit such as club development, electrical connection etc.

1.7 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act. The allottee agree to and confirm that the pro rata share in the common areas can vary owing to increase in FSI;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles/ tiles, doors, windows, fire detection and firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
- (iv) The allottee have the right to visit and inspect the Said Apartment during the course of construction but while using/exercising this right, the Company shall not be held liable for any loss / cost / damages or any other expenses caused due to such visit on account of accident that may occur at the time of inspection during construction or after construction by them or any person accompanying them

1.8 It is made clear by the Promoter and the Allottee agrees that the Apartment along with covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering

For Ramprastha Real Estate Pvt Ltd.

(Auth. Sign.)

(8)

Allottee(s)

the said Land and is not a part of any other project zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available for use and enjoyment of the Allottees of the Project. The said clause is subject to the fact that alterations may occur on account of additional FSI being allotted to the promoter. It is made clear by the Promoter and the allottee agree that the said Unit along with covered parking shall be treated as a single indivisible unit for all purposes. It is clarified that Project's facilities and amenities shall be available for their use and enjoyment of the Project in conformity with the relevant density norms and according to the concerned act, rules, regulations and bye-laws in respect thereof.

1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.10 The Allottee has paid a sum of Rs. _____/- (Rupees _____ Only) after deducting necessary TDS (as per Government Norms) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] together with any enhancement as detailed in 1.2 above as may be demanded by the Promoter within the time and in the manner specified therein:
Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'RAMPRASTHA REAL ESTATE PVT LTD MASTER COLLECTION A/c ATTALIKA' payable at GHAZIABAD

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

(3.1) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

(3.2) The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her/their name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/its payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be subject to Force Majeure and timely payment by majority of Allottees. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities subject to any enhancement in FSI as detailed above. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Ghaziabad Development Authority and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on _____ + 6 months fit out period or such extended periods as per rules, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment: Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she/it shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority, shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/occupancy certificate (as applicable):

[Provided that, in the absence of Applicable Law the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable)].

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the Project. The Promoter shall hand over the completion certificate/occupancy certificate (as applicable) of the apartment, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Apartment - Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities,

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undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall be liable to pay to the promoter holding charges at the rate of Rs. 3/- per month per sq. ft. of carpet area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in para 7.2

7.4 Possession by the Allottee - After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, as per the Applicable Law: [Provided that, in the absence of any Applicable Law the Promoter shall handover the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate (as applicable)].

7.5 Cancellation by Allottee — The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. Further taxes such as GST collected from the allottees by the promoter on such bookings shall be refunded in case of cancellation to the allottee only if the respective revenue acts allow for its refund. The promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the apartment or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier. The promoter shall inform the previous allottee the date of re-allotment of the said apartment and also display this information on the official website of UP RERA on the date of re-allotment.

7.6 Compensation — The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due: Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- 8.1 The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- 8.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 8.3 There are no encumbrances upon the said Land or the Project.
- 8.4 There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- 8.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, said Land, Building and Apartment and Common Areas;
- 8.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- 8.7 The Promoter has not entered into any Agreement to Sell and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which shall, in any manner, affect the rights of Allottee under this Agreement;

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- 8.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- 8.9 At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be;
- 8.10 The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- 8.11 The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of apartment or building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;
- 8.12 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
 - (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.
- 9.2 In case of Default by Promoter under the conditions listed above a non-defaulting Allottee is entitled to the following:
 - (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
 - (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.
- 9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
 - (i) In case the Allottee fails to make payments for 2 (two) -consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit;
 - (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit; Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate and the occupancy certificate as the case may be, to the Allottee:

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[Provided that, in the absence of Applicable Law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable)].

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her/their favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:

The Promoter shall be responsible to Provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance for 1 (one) year from the date of completion certificate shall be decided at the time of offer of possession and shall be payable additionally together with applicable taxes.

However, if the Association of Allottees is not formed within 1 year of completion certificate the promoter will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed at the time of offer of possession +10% in lieu of price escalation for the purpose of the maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charge to Association of Allottees once it is formed.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement to Sell relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the promoter to given possession to the allottee, whichever is earlier it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. However the promoter shall not be liable in case the allottee does structural changes or does not maintain the premises / building in good condition. To oversee the maintenance and general condition of the building the association of allottees shall provide designated room in the common area for stationing the employees of the promoter wherein all the plans including civil, structural, electrical, plumbing etc shall be kept.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Attalika, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she/it would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

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15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4 The allottee agree and understand that the Company will provide a single point electric connection for the said Building/said Complex from the Electricity Board / Service Provider and the electricity will be provided through separate meters to them through pre-paid systems. They will get the Electrical Connection for the capacity, as per regulations, against payment of Electric Meter Installation charges.

15.5 The allottee understand that they shall avail Power Back-up facility, as opted by them at the time of booking, after making payment of Power Back-up Installation Charges. They have given their consent in writing that no request for power back-up facility shall be raised later on. The per unit charges of the power back-up (i.e. running cost of DG set) shall be subject to the prevailing rates of fuel at the time of offer of possession.

Note: Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon. The electric / power back up load (s) will remain final, as was opted at the time of booking subject to the guidelines issued by the concerned authority.

15.6 The allottee understand that the Company reserves the right to raise/revise the rates for electric meter / power back up installation charges from time to time. The escalated rates, however, will not affect the load already booked. Any request for additional electric load/power back up shall be entertained provided it would be feasible for the Company and will be accepted on the payment of charges for the additional load at the prevailing rate only. Further that the rates for Electricity and Power Back-up consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by them will be decided by the Company at the time of offer of Possession.

15.7 The allottee shall also pay One Time Club Development Charges for the club facility to be provided in the said Complex. However, the rate for monthly payable Maintenance charges for Club will be decided by the Company at the time of offer of possession.

15.8 The allottee agree to pay the Interest Free Maintenance Security (IFMS) deposit @ (Rs.25/- per sq. ft.) to the Company at the time of offer of Possession. The said amount of IFMS shall be transferable to the Residents' Welfare Association (RWA)/Apartment Owner's Association (AOA) at the time of termination or handover of maintenance of the said Complex.

15.9 The contents of said Apartment along with connected structural part of the building shall be insured against the fire, earthquake etc. by the allottee at their own cost. The Company after handing over the possession of a particular apartment shall in no way be responsible for safety, stability etc. of the structure. The allottee will pay all charges towards insurance either by them individually or through association of allottees collectively, if so formed for maintenance of the Said Building/Said Complex

15.10 That the Company shall have all the rights over the roof top/terrace. The Company shall have the right to give on lease or hire any part of the roof top/terraces above the top floor, for any purpose, including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and they shall not have a right to object or cause any hindrance to the same or make any claims on this account. The roof top/terrace shall always vest with the Company and the Company shall be the sole owner thereof

15.11 The allottee agree and undertake not to tamper with/disconcert, in any manner, the fire-fighting equipment, fixtures and other necessary provisions made there for up to apartment level and in corridors & other common areas. They further agree that the Company or the Maintenance Agency shall in no case be held responsible or liable for any fire, electrical, pollution, structural or any kind of hazard originating from the said Apartment or other Apartments/Common Areas of the said Building / said Complex. they shall keep the Company and the Maintenance Agency indemnified and harmless against any loss or damage that may cause to the Company and/or the Maintenance Agency/other Apartment Owners or their family members or any other person or their properties in the said Building / said Complex. They shall, after taking possession be solely responsible to maintain the said Apartment at their cost, in a good and tenantable condition and shall not do or suffer to be done anything in or to the said Building / said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound, which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and keep the said Apartment, its walls and partitions, sewers,

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drains, pipes and appurtenances thereto or belongings thereof, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Building is not in any way damaged or jeopardized. They further undertake, assure and guarantee that they would not put any sign-board / name plate, neon-light, publicity material or advertisement material etc. on the face / façade/ corridors/ passages and common areas of the Said Building or anywhere on the exterior of the Said Building. they shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. Further they shall not store any hazardous or combustible goods in the Said Apartment, place any heavy material in the common passages/staircases of the Said Building or use Balcony walls for drying clothes etc. Further they shall not store any material viz. racks, pots, household materials, furniture etc. in the passages, corridors, staircase or any other common areas of the Said Building /Said Complex. They shall also not remove/temper any wall, including the outer and load bearing wall of the Said Apartment. They shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. The non-observance of the provisions of this clause shall entitle the Company or the Maintenance Agency to enter the Said Apartment, if necessary and remove all non-conforming fittings and fixtures at their cost and expenses. They shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 15.12 The allottee may obtain finance from any financial institution/bank or any other source but their obligation to purchase the Said Apartment pursuant to the Agreement is not to be contingent on their ability or competency to obtain such financing and they will remain bound whether or not they have been able to obtain financing for the purchase of the Said Apartment.
- 15.13 The allottee agree and confirm that any rights on the said Apartment are not assignable to any third party. However, the Company may at its sole discretion, subject to applicable laws and notifications or any Government Authority(ies)/its agency/body directions as may be in force, upon receiving a written request from them, permit them to get their name/s substituted, added, deleted in their place subject to such terms and conditions as the Company may impose. They shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s)/transfer/assignment.
- 15.14 The allottee agree that the persons to whom said Apartment is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Company such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Company may reasonably request in order to effectuate the provisions of the agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction
- 15.15 The allottee agree that all defaults, breaches and/or non-compliance of any of the terms and conditions of the agreement shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive.
 - i)Failure to make payments within the time as stipulated in the schedule of payments and failure to pay the stamp duty, legal, registration, any incidental charges, taxes etc. as may be demanded or notified by the Company to them under the terms of the booking and all other defaults of similar nature;
 - ii)Failure to perform and observe any or all of their obligations or in case they fail to execute any other deed/document/undertaking/indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Company in relation to the Said Apartment;
 - iii)Failure to take possession of the Said Apartment within the time stipulated by Company;
 - iv)Failure to execute Sale Deed within the time stipulated by the Company in its notice;
 - v)Failure to execute Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges; maintenance security deposit, deposits/charges for bulk supply of electrical energy or any increase in respect thereof, as demanded by the Company, its nominee, Other Body or Association of Apartment Owners/Association of Condominium, as the case may be;
 - vi)Assignment of the Agreement or any interest of their in the Agreement without prior written consent of the Company;

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(Auth. Sign.)

(15)

Allottee(s)

- vii) Dishonour of any cheque(s) given by them for any reason, whatsoever;
- viii) Sale/transfer/disposal of/dealing with, in any manner of the Parking Space independent of the Said Apartment or usage of the Parking space(s) other than parking their vehicle;
- ix) Any other acts, deeds or things which they may commit, omit or fail to perform in terms of the Agreement, any other undertaking, affidavit/agreement/indemnity etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and they agree and confirm that the decision of the Company in this regard shall be final and binding on them;

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act or subject to enhancement of FSI as discussed above.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment /Building.

19. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010.

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the U.P Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned authority as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee then the Promoter shall serve a notice to the Allottee for rectifying the default. If not rectified within 30 (thirty) days from the date of its receipt by the Allottee, the promoter has the right to cancel the application of the Allottee.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof.

22. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

For Ramprastha Real Estate Pvt Ltd.

(Auth. Sign.)

(16)

Allottee(s)

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the Applicable Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Gautam Buddha Nagar after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the appropriate authority. Hence this Agreement shall be deemed to have been executed at Gautam Buddha Nagar, Uttar Pradesh.

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

(1) Mrs. _____ W/o Mr. _____
R/O _____

M/S Ramprastha Real Estate Pvt. Ltd.

D-194, Basement, Gate No - 1 (Front Side), Okhla Industrial Area Phase-1, New Delhi-110020

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottees.

31. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.

32. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled as the case may be through the Authority or Adjudicating Officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement to Sell at Ghaziabad in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

For Ramprastha Real Estate Pvt Ltd.

(Auth. Sign.)

(17)

Allottee(s)

First Allottee

Signature
Name :- _____
Address :- _____

Please affix
photograph and
sign across the
photograph

Second Allottee

Signature _____
Name :- _____
Address :- _____

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter: RAMPRASTHA REAL ESTATE PVT. LTD.

Signature
Name :- Pradeep YADAV
Address:- B – 23/25, KAILASH COLONY, NEW DELHI – 110048

At on in the presence of:

WITNESSES:

1) Signature

2) Signature

Name _____

Address

Name _____

Address

For Ramprastha Real Estate Pvt Ltd.

(Auth_Sign)

(18)

Allotee(s)

SCHEDULE 'A' -	DESCRIPTION OF THE APARTMENT/FLAT/UNIT ALONG WITH DETAIL OF COVERED PARKING
SCHEDULE 'B' -	FLOOR PLAN OF THE APARTMENT/FLAT/UNIT
SCHEDULE 'C' -	COST OF APARTMENT/FLAT/UNIT & PAYMENT PLAN
SCHEDULE 'D' -	SPECIFICATIONS OF APARTMENT/FLAT/UNIT
SCHEDULE 'E' -	AMENITIES/FACILITIES OF THE PROJECT

[The 'Schedules' to this Agreement to Sell shall be as agreed to between the Parties]

For Ramprastha Real Estate Pvt Ltd.

(Auth. Sign.)

(19)

Allotee(s)

SCHEDULE 'A'

DESCRIPTION OF THE APARTMENT/FLAT/UNIT ALONG WITH DETAIL OF COVERED PARKING

PROJECT	ATTALIKA
LOCATION	VAISHALI, GHAZIABAD (U.P)
APARTMENT/FLAT/UNIT NO.	_____
TOWER NO.	TOWER - _____
FLOOR NO.	_____
TYPE OF UNIT	_____
SUPER AREA OF UNIT	_____ SQ. FT.
BUILT UP AREA/ COVERED AREA OF UNIT	_____ SQ. FT.
CARPET AREA OF UNIT	_____ SQ. FT.
ONE COVERED CAR PARKING	INCLUDED

For Ramprastha Real Estate Pvt Ltd.

(Auth. Sign.)

(20)

Allottee(s)

SCHEDEULE 'B'
FLOOR PLAN OF THE APARTMENT/FLAT/UNIT

For Ramprastha Real Estate Pvt Ltd.

(Auth. Sign.)

(21)

Allotee(s)

PAYMENT PLANS**CONSTRUCTION LINK PAYMENT PLAN**

S. No.	Installments	Apartment (Rs.)	Total (Rs.)
1.	AT THE TIME OF BOOKING; (10%)		
2.	WITHIN 45 DAYS FROM THE DATE OF BOOKING; (10%)		
3.	ON COMPLETION OF EXCAVATION; (10%)		
4.	ON COMPLETION OF 3rd FLOOR ROOF SLAB; (5%)		
5	ON COMPLETION OF 6th FLOOR ROOF SLAB; (5%)		
6	ON COMPLETION OF 9th FLOOR ROOF SLAB; (5%)		
7.	ON COMPLETION OF 12th FLOOR ROOF SLAB; (5%)		
8.	ON COMPLETION OF 15th FLOOR ROOF SLAB; (5%)		
9.	ON COMPLETION OF 18th FLOOR ROOF SLAB; (5%)		
10.	ON COMPLETION OF 21st FLOOR ROOF SLAB; (5%)		
11.	ON COMPLETION OF 24th FLOOR ROOF SLAB; (5%)		
12.	ON COMPLETION OF 27th FLOOR ROOF SLAB; (5%)		
13.	ON COMPLETION OF TOP FLOOR ROOF SLAB; (5%)		
14.	ON COMPLETION OF FLOORING; (15%)		
15	AT THE TIME OF POSSESSION; (5%)		
16.	INTEREST FREE MAINTENANCE SECURITY DEPOSIT		

For Ramprastha Real Estate Pvt Ltd.

(Auth. Sign.)

(23)

Allotee(s)

SCHEDULE 'D'
SPECIFICATIONS OF APARTMENT/FLAT/UNIT

STRUCTURE

ECO FRIENDLY, EARTHQUAKE RESISTANT RCC FRAMED STRUCTURE, STRUCTURE CERTIFIED BY IIT OR SIMILAR INSTITUTION. HIGH QUALITY CONSTRUCTION MATERIAL TO BE USED.

FLOORING

VITRIFIED TILES IN DRAWING, DINING, BEDROOMS AND KITCHEN WITH 2-3 MM SPACING.
 ANTI SKID CERAMIC TILES IN BATHROOMS & BALCONIES.

DOORS & WINDOWS

INTERNAL HARD WOOD FRAMES WITH FLUSH DOOR
 EXTERNAL DOORS AND WINDOWS OF UPVC / ALUMINIUM

WOODWORK

WOODEN WARDROBES IN ALL BEDROOMS.

WALL FINISH

INTERIORS: POP PUNNING WITH PREMIUM ACRYLIC EMULSION.
 EXTERIOR: WEATHER PROOF COAT/EQUIVALENT PAINT.
 CEILING: PREMIUM ACRYLIC EMULSION.

KITCHEN

ATTRACTIVE MODULAR KITCHEN EQUIPPED WITH GADGETS LIKE HOB AND CHIMNEY
 GRANITE WORKING PLATFORM AND STAINLESS STEEL BOWL WITH DRAIN BOARD
 CERAMIC TILES ABOVE THE COUNTER TOP

TOILET

KOHLER, JAGUAR OR SIMILAR QUALITY SINGLE LEVER CP FITTINGS
 WESTERN WC AND WASHBASIN
 CERAMIC TILES UPTO CEILING LEVEL
 GEYSER POINT & EXHAUST FAN IN ALL TOILETS

ELECTRICAL

SPLIT AIR CONDITIONER IN ALL BEDROOMS INCLUDING DRAWING AND DINNING ROOM.
 COPPER WIRING IN CONCEALED PVC CONDUITS & MCB SUPPORTED CIRCUITS
 AMPLE LIGHT AND POWER POINTS, TELEPHONE AND TV POINTS WITH MODULAR SWITCHES AND SOCKETS
 LIGHTS AND FAN IN BALCONIES

SECURITY & BACKUP

VIDEO DOOR PHONE IN EVERY APARTMENT WITH INTERCOM FACILITY
 COMMUNICATION WITHIN THE COMPLEX AND THE SECURITY STAFF AT THE ENTRANCE LOBBY FOR ENHANCED COMFORT AND SECURITY.
 24X7 SECURITY AND CCTV SURVEILLANCE CONNECTED TO SECURITY CONTROL ROOM/ MANAGEMENT OFFICE
 VEHICLE PARKING ENTRY AND EXIT GATES
 FIRE FIGHTING SYSTEM AS PER THE BY-LAWS.
 100% POWER BACK UP (ON DEMAND)*

NOTE:

1. Colour & design of tiles and motifs can be changed without prior notice.
2. Variation in colour and size of vitrified tile /granite may occur.

*On payment basis

For Ramprastha Real Estate Pvt Ltd.

(Auth. Sign.)

(24)

Allotee(s)

SCHEDULE 'E'
AMENITIES/FACILITIES OF THE PROJECT

- HIGH SPEED ELEVATORS
- ROUND THE CLOCK WATER AND POWER BACKUP
- KIDS PLAY AREA, JOGGING TRACK, DEDICATED YOGA AREA
- LANDSCAPED GARDEN/COURT WITH SIT OUT SPACES
- MULTIPLE SEATING MINI PRIVATE THEATRE
- RECEPTION AND WAITING AREA @ ENTRANCE LOBBY
- COMMERCIAL PLAZA FOR DAILY REQUIREMENTS
- SOLAR POWER PLANT FOR COMMON AREA
- RECREATIONAL CLUB
 - ALLWEATHER SWIMMING POOL
 - FULLY EQUIPPED GYMNASIUM & SPA
 - BADMINTON COURTS
 - TENNIS COURT
 - HALF BASKETBALL COURT
 - POOL TABLE & OTHER INDOOR SPORTS
 - BAR & RESTAURANT, SUBJECT TO LICENSE
 - BANQUET & OPEN AREA FOR PRIVATE EVENTS

For Ramprastha Real Estate Pvt Ltd.

(Auth. Sign.)

(25)

Allotee(s)