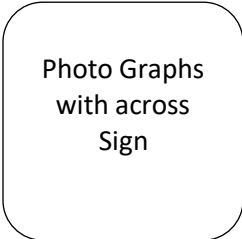
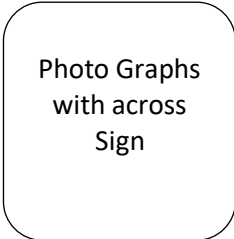


**BUILDER BUYER AGREEMENT**



**Main Applicant**



**Co-Applicant**

**M/s SHRI RAM RAJYAM**

**Buyer/s**

## BUILDER BUYER AGREEMENT

This Builder Buyer Agreement (hereinafter referred to as "**Agreement**", which expression shall include the Schedule(s) hereof and all amendments to be made from time to time") is executed on this \_\_\_ day of \_\_\_\_\_, 20\_\_ at Noida.

By and Between

**M/s Shri Ram Rajyam, a partnership firm formed on 20th July, 2023 having its registered office at Aspire 2, 701, Supertech Emerald Court, Sector- 93a, Gautam Buddha Nagar, Noida 201301 UP, represented by its authorized signatory Mr. Rahul Rastogi (Aadhar No.2408 3985 5675) authorized on behalf of firm by partners vide meeting held on 05th March, 2025 hereinafter referred to as the "Developer" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).**

**AND [If the Allottee(s) is a company]**

\_\_\_\_\_, (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

**[If the Allottee(s) is a Partnership Firm]**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008, as the case may be], having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

**[If the Allottee(s) is an individual]**

**Mr./Mrs.** \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) son/daughter/Wife of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) hereinafter called the "Allottee" (which expression shall unless/repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

**[If the Allottee(s) is a HUF]**

Mr. \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business/residence at \_\_\_\_\_, PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[Please insert details of other Allottee(s), in case of more than one Allottee]

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

**M/s SHRI RAM RAJYAM**

**Buyer/s**

## **DEFINITIONS:**

For the purpose of this Builder Buyer Agreement, unless the context otherwise requires,-

- (a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- (b) **“Agreement”** means this Builder Buyer Agreement including its schedules, annexure, recitals and terms and conditions for the allotment of Plot in the Project and any amendments thereto from time to time as may be mutually executed by and between the parties hereto in writing.
- (c) **“Authority”** means Uttar Pradesh Real Estate Regulatory Authority.
- (d) **“Association of Allottees”** means the association of allottees of the Project formed by the Developer as per relevant provisions of U.P. Plot Act (defined below).section 11(4)(e) of the Act.
- (e) **“Applicable Laws”** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Uttar Pradesh including, Uttar Pradesh Urban Building Act 1972, Uttar Pradesh Municipality Act 1916, Urban Land Ceiling Act 1976, the Uttar Pradesh Municipal Corporation Act, 1959, Uttar Pradesh Building bye laws, Uttar Pradesh Urban Planning and Development Act, 1973, The U.P. (regulations of building operations) act, 1958, building bye laws, , Real Estate (Regulation & Development) Act, 2016, Uttar Pradesh Real Estate (Regulation and Development) (Amendment) Rules, 2016 or any other act/rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Uttar Pradesh, as may be in force and effect during the subsistence of this Agreement applicable to the development / construction / sale of the said Project.
- (f) **“Approved Plans”** shall mean and include the layouts and plans duly approved and sanctioned by competent authority on the basis of which said Project is to be developed along with any/all variations/amendments/changes to be made by the Developer as per the Applicable Laws and provisions of the Act and rules and regulations thereon.
- (g) **“Basic Infrastructure Work”** shall mean the internal roads connecting the said Unit to the public road, provision of sewer line/ water supply line/ electricity line/ storm water drains outside the said Unit.
- (h) **“Booking Amount”** means an amount equivalent to 10% (Ten percent) of the Total Price payable by the Allottee(s) for the Plot.
- (i) **“Common Areas”** shall have the meaning as ascribed to it in Recital G hereof.
- (j) **“Completion Certificate”** means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the Applicable Laws.
- (k) **“Date of Completion”** shall be presumed as the date of filing of application by the Developer for grant of partial/ temporary completion certificate/occupancy certificate (as applicable) or other similar approvals with the competent authorities.
- (l) **“Delay Payment Interest”** means the amount to be paid on account of delay in the payment of any/all charges/installment calculated at the Interest Rate (Specified herein below) and shall include compensation for any loss caused due to delay in payment or any other loss caused to the Developer.
- (m) **“Earnest Money”** means an amount equivalent to 10% of the Basic Price of the said Unit.
- (n) **“Force Majeure”** shall have the meaning as ascribed to it in Para\_7.1\_hereof.
- (o) **“ADA”** shall mean Ayodhya Development Authority
- (p) **“Government”** means the Government of the State of Uttar Pradesh.
- (q) **“Holding Charges”** means the administrative expenses of the Developer to hold the said Unit, if the Allottee(s) fails to take actual and physical possession of the said Unit after expiry of the period mentioned in offer of possession.
- (r) **“Interest”** shall have the meaning ascribed to it in Para 1.7.
- (s) **“Land Owner”** means **M/s Shri Ram Rajyam**

M/s SHRI RAM RAJYAM

Buyer/s

- (t) **“Maintenance Agreement”** means the agreement to be executed between the Maintenance Agency and the Allottee(s) / Association of Allottees for maintenance of the Common Areas and facilities in the Project thereof by the Maintenance Agency.
- (u) **“Maintenance Agency”** shall have the meaning as ascribed to in the Para 11.2 hereof.
- (v) **“Occupancy Certificate”** means the occupancy certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local Applicable Laws, which has provision for civic infrastructure such as water, sanitation and electricity.
- (w) **“Para”** means a Paragraph of this Agreement.
- (x) **“Party”** unless repugnant to the context, means a signatory to this Agreement and “Parties” unless repugnant to the context, means a collective reference to all the signatories to this Agreement.
- (y) **“Person”** includes any individual, sole proprietorship, partnership firm, unincorporated association, unincorporated syndicate, unincorporated organization, trust, HUF, body corporate, company (private / public limited / listed / unlisted), society and natural person(s) in his capacity as trustee, executor, administrator or other legal representative.
- (z) **“Prime/Preferential Location”** means unit(s) facing or abutting green areas, and corner unit(s) and any other location as may be specified/designated as Prime/Preferential Location by the Developer.
- (aa) **“Project”** shall have the meaning ascribed to it in Recital A.
- (bb) **“Project Land”** shall have the meaning ascribed to it in Recital B.
- (cc) **“Payment Plan”** shall have the meaning as ascribed to in Para 1.4.
- (dd) **“Plot”** means the specific plot applied for by the buyer intended and /capable of being independently and exclusively occupied and intended to be used for the purpose specified in this Agreement.
- (ee) **“Rules”** means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- (ff) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- (gg) **“Section”** means a section of the Act.
- (hh) **“State”** means the state of Uttar Pradesh.
- (ii) **“Total Price”** shall have the meaning as ascribed to it in Para 1.2.

**WHEREAS:**

A. The Developer is the absolute and lawful owner of [khasra nos./ survey nos.] **[Please insert land details as per local laws]** totally admeasuring \_\_\_\_\_ square meters situated at \_\_\_\_\_ in Tehsil & District ("Said Land") *vide* sale deed(s) dated \_\_\_\_\_ registered in the office of sub-Registrar \_\_\_\_\_ in book No-1, Volume \_\_\_\_\_ at pages \_\_\_\_\_ as documents No. \_\_\_\_\_ on dated \_\_\_\_\_

[OR]

("Owner") is the absolute and lawful owner of [khasra nos./ survey nos.] **Please insert and details as per local laws]** \_\_\_\_\_ totally admeasuring \_\_\_\_\_ square meters situated at \_\_\_\_\_ in Tehsil & District ("Said Land") *vide* sale deed(s) dated \_\_\_\_\_ registered in the office of sub-Registrar \_\_\_\_\_ in book No-1 Volume \_\_\_\_\_ at pages \_\_\_\_\_ as documents No. \_\_\_\_\_ On dated \_\_\_\_\_ ; and the Owner and the Developer have entered into a [collaboration/development/joint development] agreement dated \_\_\_\_\_ registered in the office of sub- Registrar \_\_\_\_\_ in book No-1, Volume \_\_\_\_\_ at pages \_\_\_\_\_ as documents No. \_\_\_\_\_ on dated \_\_\_\_\_

B. **Plot**

The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising of \_\_\_\_\_ plots and **[insert any other components of the Project]** and the said project shall be known as \_\_\_\_\_ ("Project");  
inc

M/s SHRI RAM RAJYAM

Buyer/s

- C. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Project Land on which Project is to be constructed have been completed;
- D. The \_\_\_\_\_ **[Please insert the name of the concerned competent authority]** has granted the commencement certificate to develop the Project *vide* approval dated \_\_\_\_\_ bearing registration No. \_\_\_\_\_.
- E. That the Developer has obtained requisite permissions ,for the development of the Project Land from the concerned authorities and the Plot(s) sold to the allottee herein shall, as such, be only used by the residents for residential usage as an Plot and the unsold Plots may be sold by the Developer for residential purposes and such purposes as is permitted in law.
- F. The Developer has duly obtained the approvals for the layout plan, sanctioned plan, specifications and all necessary approvals for the Project Plot from Ayodhya Development Authority. The map/ site plan of the Project has been approved by the competent authority *vide* approval letter dated \_\_\_\_\_.The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act and other laws as applicable;
- G. The Developer has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration No. \_\_\_\_\_; The exhaustive list of details of the Developer and Project are available on the website (www. up-rera.in) of the Authority;
- H.
- H. The Allottee had applied for a plot in the Project *vide* application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted plot No. \_\_\_\_\_ having area of \_\_\_\_\_ square meters ( square feet) as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (d) of Rule 2 (hereinafter referred to as the "Plot" more particularly described in **Schedule A**);
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; the parties having mutually discussed the terms have agreed to the same as being fair and executable
- J. The Allottee(s) has taken inspection of the site, and seen and carefully examined all deeds/documents / papers in relation to the project & said Plot , including but not limited to the agreement, title documents, lay-out plans, building plans, sanctions, and other approvals Plot for the Project and has understood and satisfied himself about the rights and interest of the Developer in the Project Land and its rights to develop, construct and market independent plots in the said Project. The Developer has informed, and the Allottee(s) after having fully acquainted himself with the aforesaid facts has clearly understood and accepted, the rights of the Developer in the Project and Project Land. The Allottee has further understood the limited common area clause as set out hereinabove.
- K. The Allottee(s) acknowledges that he/they has/have inspected all the relevant documents and has also obtained all clarifications with respect to the Project/Project Land from the Developer, and that the Allottee(s) unequivocally confirms that no further investigation in this regard is required by the Allottee(s). The Allottee(s) further confirms that he/she/it is fully satisfied about the land development

M/s SHRI RAM RAJYAM

Buyer/s

rights of the Developer and the fact that the Developer is entitled to develop, construct, promote, brand, market and sell the Project, receive applications for booking and make allotment of Plot/Plots Plots, formulate terms and conditions for provisional allotment to receive the costs and charges as may be payable for the Plot, negotiate, finalize, sign and execute this Agreement and execute all such other documents as may be required or as may be deemed necessary and otherwise to do all such acts, deeds or things as may be necessary in relation thereto.

- L. The Allottee(s) has seen and accepted the plans, designs, modifications regarding common areas and specifications of the said Project as well as of the Plot and agrees and acknowledges the right of the Developer to effect such variations, additions, alterations, deletions and modifications therein as are required for the betterment of the Project and to be done in accordance with the Applicable Laws and / or directions of any competent governmental authority. The Allottee(s) hereby consents to all such variations, additions, alternations, deletions and modifications. Such consent letter as signed by the allottee(s) is annexed herewith as Annexure-3.
- M. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, statutory provisions applicable to the Said Project including but not limited to the terms and conditions of the Proposed Sale Deed etc, applicable to the Project, and that the Allottee(s) has clearly understood the Allottee(s) duties, responsibilities there under, and agree to abide by the same;
- N. The Allottee(s) acknowledges that he/she/it has not been influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Developer& its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition of the said Project and the said Plot (including the size and dimensions and any other physical characteristics thereof), the services to be provided by the Developer, the estimated facilities/amenities to be made available to the Allottee(s) or any other data except as specifically represented in this Agreement and the Booking Form and that the Allottee(s) has relied solely on his own judgment and investigation(s) in deciding to enter into this Agreement to purchase the said Plot. No oral or written representations or statements (except as set out herein) made by or on behalf of any Party, shall be considered to be part of this Agreement and that this Agreement shall be self-contained and complete in itself in all respects.
- O. 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;
- P. 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;
- Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Plot as specified in Para H.
- R. That the Allottee understands that the Developer is undertaking the said Project as per the Applicable Laws, notifications, Rules and Regulations applicable thereto and also understands the limitations and obligations of the Developer in respect thereof.

**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:**

**M/s SHRI RAM RAJYAM**

**Buyer/s**

Subject to the terms and conditions as detailed in this Agreement and the recitals, the Developer agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Plot as specified in Para H.A brief description of the Plot is attached as **Schedule-A**. The recitals shall form part of the present agreement.

- 1.1 Both the parties confirm that they have read and understood the provisions of Section-14 and other applicable provisions of the Real Estate (Regulation and Development) Act.
- 1.2 The Total Price for the Plot which includes the booking amount paid by the allottee is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) ("Total Price")**. The breakup of Total Price is provided in **Annexure 2** attached hereto. The allottee agrees and understands that the above total price is only towards the area of the Plot allotted and derived on the basis of disclosures made by the land owner. In the event, any further costs are imposed by the land owner/ competent authority or by order of any judicial authority, quasi-judicial authority or government body, the same cost shall be payable by the allottee on proportionate basis. The allottee shall also be entitled to deposit incidental charges for a sum of Rs. 50,000/- (Rupees Fifty Thousand only) as interest free refundable security deposit, subject to terms and conditions of Clause 15.1 and as may be applicable in terms of the other provisions of the present agreement. This amount, if unused/ un-utilized shall be refunded/ adjusted in the legal costs at the time of registration of the conveyance deed and in case the damage to the property caused by the allottee is more than Rs. 50,000/-, unless the allottee clears the entire amount, the developer shall not issue the NOC for registration of the conveyance deed and the developer shall be entitled to avail the remedies available in law for recovery of such amounts.

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Allottee(s) to the Developer towards the Plot;
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Developer by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) up to the date of offer for handing over the possession of the Plot to the Allottee(s) after obtaining the applicable approval (as applicable for the Project) granted by competent authorities;

PROVIDED THAT in case there is any change/modification in, or imposition of new, taxes, charges, fees, levies etc., the subsequent amount payable by the Allottee(s) to the Developer shall be increased/reduced based on such change/modification. If the developer charges BSP, OC and PLC separately for Plots in BBA and Registry then GST on BSP & PLC would be Nil and on OC and any other services, GST would be applicable @ 18%.

PROVIDED FURTHER THAT if there is any increase in the taxes, charges, fees, levies etc., 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, for period post the scheduled date of completion, the same shall be charged from the Allottee(s) save and except in case of delay in completion due to Force Majeure conditions;

- (iii) The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Developer within the time and in the manner specified in the Payment Plan [**Schedule-C**]. In addition, the Developer shall provide to the Allottee(s) the details of the taxes, charges, levies, fees etc., paid or demanded along with the

**M/s SHRI RAM RAJYAM**

**Buyer/s**

- acts/rules/notifications together with dates from which such taxes, charges, levies, fees etc. have been imposed or become effective;
- (iv) That the total sale price of the allotted Plot is subject to prevailing market rates of the construction material and labour cost, statutory charges in respect to the development of common area and utility and the same shall be paid by the Applicant(s) to the Developer over and above the sale price mentioned in this Application. The period for which the enhanced charges shall be calculated and paid shall commence from the date of booking and upto the date of possession of the provisionally allotted Plot committed by the Developer. The enhanced charges ( if any ) based on market rates and construction cost shall be calculated as per the company policy on the basis of market rates index and the same shall be paid by the Applicant(s) at the time of the possession of the allotted Plot.
- (v) The Total Price of Plot includes recovery of price of land and the construction cost of the development of common area and basic utilities, development charges, taxes, cost of providing electric wiring and electrical connectivity to the Plot, lift, water line and plumbing, DTH and telecommunication wiring, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas as per present calculations and norms ,any enhancement shall be duly communicated. The applicant agrees that the cost for providing all other facilities, amenities and specifications to be provided within the Plot and the Project though provided separately shall form part of the total price of the Plot. The maintenance charges calculated as per expenses to be incurred as on the date of execution of the present application, any shift in input/ expenses / charges and consequential impact on the total maintenance charges shall be collected at the time of handing over of the possession of the Plot. It is understood and agreed by the applicant that electricity charges, water charges, maintenance charges any other and further utility charges, etc., shall be charged separately and/or on actual usage and that maintenance charges for the common areas shall be charged separately on proportionate basis in terms of the area of the Plot allotted as more clearly detailed in **Annexure 2** attached hereto.
- (vi) The electrical substation charges, electricity connection charges, electrical meter charges, water connection charges, IGL connection and IGL infrastructure charges, sewerage connection charges, club membership/ usage of club facilities(if any), Maintenance Service Charge (MSC) & Interest Free Maintenance Service Charge (IFMSD)., would be charged extra as demanded by the Developer as. Further, it is clarified that in the event the Developer makes or is liable to make any payment/charges for any shared facilities, amenities, common areas and facilities etc., of the Project then the Applicant(s) shall be liable to pay such payments/charges on proportionate basis in addition to the Total Price as per demands raised by the Developer, which demand shall be final and binding on the Applicant(s). It is understood and agreed by the applicant that electricity charges, water charges, shall be charged on actuals, by the appropriate authority and/or the developer in terms of the rates prescribed by the relevant authority and the applicant agrees to abide by the same. The applicant agrees that the cost for providing all other facilities, amenities and specifications to be provided within the Plot and the Project shall also be separate. It is further clarified that any other statutory deposits, demands and/or charges made/payable by the Developer to the Authorities in relation to agreements, development, Plot, electricity, disposal of garbage, water, sewer, road, and other facilities in the Project and/or Plot shall be paid by the Applicant separately on proportionate basis as per the demand raised by the Developer. It is also clarified that in case of enhancement in the rates of the material of construction, labour charges, etc., as the case may be, the difference in the rates shall be payable by the Applicant to the Developer on proportionate basis, in addition to the total price.

**1.3 Escalation Free Price:**

- (i) The Total Price is escalation-free save and except increases which the Allottee(s) hereby agrees to pay as per terms of this Agreement, including, due to increase on account of development charge , fees and any other cost, taxes, charges, cess, levies, fee etc., 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

**M/s SHRI RAM RAJYAM**

**Buyer/s**

time. The Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in or imposition of new/fresh, development charges, fee, cost, taxes, charges, cess, levies etc., imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation/set out reason to that effect along with the demand letter being issued to the Allottee, which shall be applicable on subsequent payments, and the demand made by the Developer to the Allottee(s) on proportionate basis with regard to the development charges, costs, charges, cess, levies etc., shall be final and binding on the Allottee;

Provided that if there is any new imposition or increase of any development charges, 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, for the period post the scheduled date of completion, the same shall be charged from the Allottee, save and except in case of delay in completion due to Force Majeure conditions.

- (ii) The Allottee(s) also agrees that if any additional external and/or peripheral services are provided by the Central / State Government, local or other authority in or around the Project Land and/or for any bigger zone and charges are levied in respect of the same, then Allottee(s) shall also be liable to pay such charges to the Developer on proportionate basis and the same shall be considered as part of the Total Price.
- (iii) The Allottee agrees and undertakes that Housekeeping Services, including cleaning services of common areas like outer areas, common areas such as internal roads, pathways, driveways and parking areas, walkways/garden areas, common toilets and Club House ( if any ) shall be maintained by the Maintenance Agency and the charges incidental thereto shall be billed to the Allottee(s) on actuals and in proportion to the Area of his/her Plot.
- (iv) The Allottee agrees that Operation and Maintenance of various systems like Electricity Supply, Water Supply, Fire Fighting, Fiber to the Home through Parametric Electronic Solution or any other Service Provider, Sewage and Drainage (including STP), Common areas such as Roads, Pathways, Lobbies, Staircases, Common Toilets, Central Lawns, Security Cabins/Guard Rooms etc. including Common Area Lighting and Landscape shall be maintained by the Developer or its maintenance agency or authority as may be appointed by them, the charges for which shall be borne by the Allottee(s) proportionately and be paid to the developer or its agency or authority directly in terms of the Maintenance Agreement to be separately executed.
- (v) The Allottee(s) agrees that any levies, charges, taxes, fees, duties house tax, water tax, sewerage tax, municipal tax, wealth tax, service tax or any other taxes or charges, of any nature whatsoever in respect of the Plot, demanded by the competent authority, whether retrospectively or prospectively, after the date of offer for taking over possession of the Plot has been given by the Developer to the Allottee, the same shall be paid by the Allottee(s) on demand, without any recourse to / liability on the Developer. In the event the Developer has already made the payment and/or is required to make payment of such levies, charges, taxes, fees, house/property tax, duties etc., to the competent authorities, then the Allottee(s) shall be liable to reimburse the same on proportionate basis (along with Interest) as per demand raised by the Developer. As and when the Plot is assessed separately, the Allottee(s) shall pay applicable taxes, cesses, levies and charges etc., to the competent authority (ies) on demand being raised by such competent authority(ies), without any liability on the Developer.

The Allottee(s) agrees that if the development charges, cost, charges, fees, levies, etc., or any increase thereof if not paid, then the non-payment of such cost, charges, fees, levies etc., shall be treated as unpaid consideration as per this Agreement and the Developer shall be entitled to levy interest, penalty (as applicable on non-payment of timely consideration) and/or cancel the allotment and terminate this Agreement.

**M/s SHRI RAM RAJYAM**

**Buyer/s**

- (vi) The Allottee also agrees that if deemed necessary by any provision of the existing and future laws, guidelines, directions etc. of any government authority or the competent authorities, court, tribunal etc., made applicable to the said Plot / Project or any phases in the Project requires provision of new / additional facilities / equipment / devices or their up-gradation etc., including but not limited to providing additional fire safety measures etc., then the cost of such additional devices, equipment, facilities or up-gradation, and/or increase in any type of securities to be paid by the Developer/Allottee, increase in deposits and charges and increase therefore for supply of electrical energy and any other additional charges which may be levied or imposed by any competent authority, court, tribunal etc., from time to time, then the cost of such additional devices, equipment, facilities or up-gradation, security, deposit charges etc., shall also be borne and paid by the Allottee on proportionate basis, as and when demanded by the Developer;

- 1.4 The allottee shall be under obligation to make payment as per payment plan as set out in the **Schedule B( Payment Plan)**. The allottees agree to strictly abide by and adhere to the timelines specified in the Payment Plan. In addition, the Allottee shall be liable to pay the Developer the Taxes, charges, fees, levies etc., paid or demanded by/ from the Developer, the details whereof shall be communicated by the Developer along with the dates from which such Taxes, charges, fees, levies etc. have been imposed or become effective; In the event of delay in payment of any installment/ charges by the Allottee, the Allottee(s) shall be liable to pay Penalty by way of Interest to the Developer on the unpaid amount to be computed from the date on which the installment/charges become due till the payment thereof at the rate of MCLR+1%. The Developer shall be entitled to raise demand of such penalty/ interest on delayed payments from the Allottee(s) at any stage including with the final demand raised on the Allottee(s) at the time of offer of possession of the said Plot.

All other charges such as documentation charges, stamp duty, registration charges, Society Registration Charges, etc. which are specifically to be paid with reference to this Agreement and any subsequent agreement/deed to be entered in this respect, do not form part of the Total Consideration and shall be paid by the Allottee(s) in addition to Total Consideration.

- 1.5 It is agreed that the Developer 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 'C'** and **Schedule 'D'** in respect of the Plot, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act or as per approvals/ instructions/guidelines of the competent authorities ,this is subject to the approval of the competent authority as per rules :

Provided that the Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as may be necessary on account of emerging exigencies and developmental requirement of the project and as per the provisions of the Act or as per approvals/instructions/ guidelines of competent authorities. The restriction to the usage of the common area as set out herein shall remain binding upon the allottee as having been previously explained and understood between the parties and having been so expressly agreed to between the parties.

- 1.6 Subject to Para 9.3 the Developer agrees and acknowledges, the Allottee(s) shall, upon execution of the conveyance deed, have the right to the Plot as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Plot;

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- (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. The use of Common Areas and facilities by the Allottee(s) shall be subject to timely payment of maintenance charges and the compliance of applicable rules and regulations and upon terms and conditions mentioned in the Maintenance Agreement. The use of Common Areas and facilities shall be subject to such rules and regulations as prescribed by the Developer or Association of Allottees which shall be followed by the Allottee(s) and other occupants of the Plot. It is clarified that the Developer shall hand over the Common Areas to the Association of Allottees or competent authority, as the case may be, after duly obtaining the completion certificate/occupancy certificate for the Project from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Plot includes recovery of price of land, construction of not only the Plot but also the Common Areas, Development Charges Taxes, cost of providing electric wiring, electrical connectivity to the Plot, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges (as per Para 11 etc.) and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot and the Project as more clearly detailed in **Annexure 2** attached hereto.
- (iv) The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and his Plot, as the case may be.
- 1.7 It is made clear by the Developer and the Allottee agrees that the [Plot] shall be treated as a single indivisible Plot for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or 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 common areas in deed of declaration shall be available only for use and enjoyment of the Allottees of the Project. The present clause is subject to the right of future expansion, merging of common facilities which are agreed to and the same shall remain unaffected by the present clause and shall remain binding.
- 1.8 The Allottee is aware and understands that this Project is part of a larger layout and the Common Areas and Facilities are common and to be shared by the allottees/purchasers of the larger layout.
- 1.9 The Developer agrees to pay all outgoing before transferring the physical possession of the Plot to the Allottee, which it has collected from the Allottee, for the payment of outgoing (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 Developer fails to pay all or any of the outgoing collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottee(s), the Developer agrees to be liable, even after the transfer of the property, to pay such outgoing 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 therefor by such authority or person.
- 1.10 The Allottee(s) has paid a sum of **Rs./-** \_\_\_\_\_ (**Rupees** \_\_\_\_\_ **Only**) exclusive of taxes, towards part payment of the Total Price of the Plot the time of application the receipt of which the Developer hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Plot/ as prescribed in the Payment Plan [**Schedule B**] as may be demanded by the Developer within the time and in the manner specified therein:

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Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

It is clarified that the payment sequence as given in Payment Plan [**Schedule B**] can be modified /altered depending upon the advice of the technical team / architects of the project.

1.11 If the allottee/ applicant wishes to make transfer of the allotment in another party's favour, an application for the same shall have to be made in writing to the developer. In case the execution and registration of the conveyance deed has not been done, the developer shall have the discretion to allow or reject the application for transfer. In case of acceptance of the application of transfer, due formalities shall have to be carried out and charges, as may be applicable shall be payable by the applicant/ allottee or the transferee. In case the application for transfer is rejected and the applicant/ allottee does not wish to continue with the plot, the allotment of the plot in favour of the applicant/ allottee shall be cancelled and the amounts paid shall be refunded by the developer, subject to applicable deductions. In case where the conveyance deed have been executed and registered, the applicant/ allottee shall be at liberty to have the plot transferred in accordance with law.

1.12 **COMMON AREA (EXCLUSIONS AND USAGE):**

- (i) The Allottee(s) agree and acknowledges that it/he/she/they shall not have any ownership right on the areas falling in other parts/ projects, Further, the Allottee(s) also shall not have any ownership right on the areas declared as independent areas or Limited Common Areas and Facilities in the Project in the declaration filed by the Developer. The right to use such independent areas and Limited Common Area and Facilities shall be limited to the allottee(s) who have been specifically authorized to use such independent areas / Limited Common Areas and Facilities. The Developer/ Maintenance society/ Association of Allottees shall be entitled to regulate the usage of the independent areas and Limited Common Areas and Facilities and further manage, deal and dispose the same as it may deem fit.
- (ii) The Allottee(s) further agrees and confirms that the Developer be allowed by the competent authorities to develop the Plots as residential or to be used for guest house(s), hostels or other commercial purposes, as the Developer so decides to which the Allottee(s)/ occupants of the Plot shall not have any objections.
- (iii) That the Applicant(s) agrees and undertakes that in case at any stage further development/construction in the project or on the project land becomes possible, the Developer shall have sole right to undertake construction and dispose of such other Plot(s) without any objection or claim or interference from the Applicant(s).
- (iv) That it has been informed to the Applicant(s) that a certain percentage of the total area of the project has been allowed to be developed and used for commercial or institutional purposes by the competent Authority. The Developer shall have unfettered rights to construct commercial Plots/buildings/school/dispensary within that permissible area in its sole discretion.
- (v) Further, the ownership of facilities, amenities, commercial premises and other independent areas, etc., in Project shall be with the Developer, and the Developer shall be free to deal with, manage and dispose of the same on such terms and conditions, as it may deem fit, including their usage and manner/method of use, disposal etc., creation of rights, in favour of any third party/ person by way of sale, transfer, sub-lease, joint venture, collaboration or any other mode including transfer to government, semi-government or to any other person.
- (vi) The Allottee(s) acknowledges and agrees that the Allottee(s) has not paid any amount towards any area, facilities, amenities, commercial premises / buildings, institutional area, and other independent areas etc., in the other areas of the projects , and as such he/she/it shall not have any ownership right and title in any such facilities, amenities, commercial premises / buildings, institutional area, and other independent areas etc., in the other areas of the Project.cts

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- (vii) The Allottee(s) also acknowledges and agrees that he/she/it shall not have any right to interfere in / obstruct / hamper (i) the operation and management of these commercial or institutional establishments, as well as of the independent areas, if any in the Project, and/or (ii) in creation of any third party rights by Developer by way of booking, allotment, sale, transfer, lease, collaboration, joint venture etc., in respect of above or any other mode including transfer to Government, any other authority, body, any person, entity, institutions, trusts or any local bodies.
  - (viii) That the Allottee(s) agrees and undertakes that he/she/it shall not at any time, create any hindrance/obstruction/interference in the construction and development of other areas in the Project, and shall not object to the Developer's development /construction or continuing with the development of the Project Land.
  - (ix) That the Allottee(s) agrees and undertakes that he/she/it shall have no right to withhold any payments or not take possession of the Plot (i) on account of inconvenience, if any, which the Allottee(s) may suffer due to any development/construction activities or other incidental /related activities in the vicinity of the Plot or anywhere else in the Project, (ii) on account of any litigation / dispute between the Allottee(s) and Developer/ Maintenance Agency etc., and/or (iii) on the ground that the infrastructure/facilities /amenities to be developed in the Project are not completed.
  - (x) It is made clear by the Developer and agreed by the Allottee, that the Developer is responsible only to undertake the development within the boundaries/periphery of the Project and shall not be liable for any development/progress outside the said Project. It is also clarified all land(s) earmarked by the Developer in the lay out plan as public roads, public streets (falling outside the periphery/boundary of the Project) are for use by general public and are clearly outside the scope of this Agreement, and the Allottee(s) shall have no right of any nature whatsoever on such lands.
- 1.13 The Allottee(s) agrees and confirms that in the event allotment of the said Plot is cancelled, for any reason whatsoever, then the Developer shall be entitled to re-book, allot, sell, lease, sub-lease, transfer, deal with and / or dispose off the said Plot, without any interference or objection from the Allottee, irrespective of the fact that whether the Allottee(s) has executed a cancellation deed and other cancellation documents or not, and the Allottee(s) undertakes to provide requisite assistance and co-operation including signing of all document, agreements, etc., as may be required by the Developer in this regard. The Allottee(s) undertakes to keep the Developer indemnified and harmless in this regard.
- 1.14 That the Developer may undertake to complete the construction of the said Project in a single composite phase or in more than one phase if any. In case project is developed in more than one phase, the partial/ temporary completion certificate/occupancy certificate for each phase may be sought by the Developer from the competent authorities separately for each phase and accordingly the possession in the said Project will be handed over in phases to the allottees. Whereas the Developer will ensure that each phase is isolated, to the extent possible, from other phases of construction in the said Project, the allottee will not be entitled to refuse to take over the possession of his Plot in the phase already completed, merely on the ground that the construction work in other phases is going on. The allottee(s) understands and agrees that in case of development of the Project in phases, there may be construction activities on the Project Land in future even after completion of said Building / offer of possession of the Plot to the Allottee, and the Allottee undertakes (i) that it shall not at any time, create any hindrance/obstruction/interference in the construction and development of other phases/areas in the Project, and shall not object to the Developer's development / construction or continuing with the development of the Project Land in phases and other adjoining land as permissible, in any manner, and (ii) not object or raise any claim, demand, etc., towards any inconvenience faced by him due to such construction activities. Further, the Allottee shall have no right to withhold any payments (i) on account of inconvenience, if any, which the Allottee may suffer due to any

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development/construction activities or other incidental /related activities in the vicinity of the Plot or anywhere else in the Project , and/or (ii) on the ground that the infrastructure / facilities / amenities to be developed other phases of the Project are not completed.

- 1.15 The Allottee acknowledges and confirms that several facilities and amenities have been developed as part of phase(s) already developed by the Developer or will be developed by the Developer as part of subsequent phases, and that such facilities and amenities (i.e. facilities and amenities in other phases of the Project) will be available for use to the Allottee (along with other allottees / occupants of other parts of the Project). The facilities and amenities, which are proposed in subsequent phases, will be available for use to the Allottee (along with other allottees / occupants of the Project) only after completion of the respective phases in the Project. The use of Common Areas and other facilities and amenities in the Project and other phases of the Project shall be subject to the terms and conditions of this Agreement and other policies, guidelines, rule and regulation etc., framed by the Developer / Maintenance Agency / Association of Allottee(s), from time to time, in this regard, and payment of Maintenance Charges, fees, etc.
- 1.16 The Allottee hereby further agrees that non-completion or non-operation of clubhouse ( if any ), or any facility in the clubhouse or any other facilities to be developed in the Project shall not be a ground for not taking possession of the said Plot or withholding any payment. The Allottee further acknowledges and agrees that other phases in the Project and Common Areas, facilities, amenities in such phases will be developed by the Developer, at its discretion, as per applicable and permissions and applicable laws. The Allottee confirms that he/she/it has booked the said Plot in the Project basis the Common Areas, facilities and amenities to be developed in the Project, and in case there is any delay in development or failure of development of future phase(s) in the Project (including Common Areas, facilitates and amenities in such future phases), the Allottee shall not make and claim, demand, etc., on the Developer in this regard.

## **2. MODE OF PAYMENT:**

- 2.1 Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee is under obligation to make payment within the stipulated time as mentioned in the Payment Plan [**Schedule B**] through A/c Payee cheque / demand draft / bankers cheque / cheque payable at Delhi / NCR in favour of “M/S Shri Ram Rajyam” payable at Par or through RTGS/ NEFT or other online payment methods based on details provided by the Developer from time to time. The applicant/ allottee understands and agrees that timely payment as per Payment Plan is the essence of the Agreement, irrespective of whether the developer raises a demand in that regard or not. It shall not be responsibility of the developer to raise demands and any delay in making payments shall have consequences as per the terms and conditions of the Developer Buyer Agreement.
- 2.2 For all payments through A/c Payee cheque / demand draft / bankers cheque the date of clearance of such A/c Payee cheque / demand draft / bankers cheque shall be taken as the date of payment. For online payment the date of intimation by the Allottee to the Developer regarding debit from his bank account shall be credit taken as the date of payment, and credit for the payment made will be given on actual credit of the amount from the bank and credit for such payments will be given to the Allottee on the date of such intimation by the Allottee post actual credit of the amount in the bank account of the Developer. In case of outstation cheque/demand draft or wire transfer, any charges including collection charges debited by bank, shall be borne by the Allottee and will be debited to the Allottee’s account. Further, the Developer is not and shall not be liable for any currency exchange rate given by the bank (in case of foreign remittance). Developer will credit Allottee’s account with the amount credited in Developer’s account.
- 2.3 All the payments to be made by the Allottee shall be subject to realization of Cheque/ Demand draft etc. In case of dishonor of any Cheque/Demand draft due to any reason whatsoever, the same shall amount to non-payment and shall constitute a default under this Agreement. In such an eventuality, without prejudice to the right and remedies available to the Developer, the Developer shall be entitled to and the Allottee shall be liable

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to pay the equivalent cheque amount along with the delayed interest and applicable bank charges to the Developer. In case of first time of cheque being dishonored, a sum of Rs.10000/- (Rupees Ten Thousand Only) would be debited to the Allottee account in addition to the bank charges. In the event of subsequent dishonor, a sum of Rs.15000/- (Rupees fifteen Thousand Only) would be debited to the Allottee's account in addition to the bank charges. This is without prejudice to the right of the Developer to terminate this Agreement as a breach on the part of the Allottee.

- 2.4 The Allottee shall be issued a receipt by the Developer against the delivery of every demand draft / cheque/online payment issued by the Allottee subject to the clearance of the payment. The receipt of the payment shall be issued by the Developer in the name of the Allottee, irrespective of the fact that payment is being made by any other Person or from any other account.
- 2.5 The Allottee shall make the payment to the Developer after deducting Tax Deduction at Source ("TDS") as may be applicable and at the rate specified by the concerned governmental body or appropriate authority from time to time. At present TDS of 1% of sale consideration and cost of construction shall be paid by the Allottee as per the provision of Section 194 IA of the Income Tax Act. The Allottee shall issue a certificate of deduction of tax in the prescribed form to the Developer within 15 (fifteen) days from the date of deduction. The amount shall be credited to the account of the Allottee on submission of proof of payment/deposition of "TDS on purchase of property" to the govt. account and TDS certificate in Form-16 B. After submitting the form 16 (B) from allottee, we will verify the TDS amount from our 26AS and we will give the credit to allottee as the amount showing in our 26AS. The payment/s made by the Allottee shall be deemed to be made after due compliance of all TDS, Service Tax / GST, VAT and/or any other taxes as may be applicable and the Developer shall not be under any liability/obligation to ensure the compliance of the same by the Allottee

All payments in respect of the Total Price and / or any other charges shall be made by the Allottee(s) in the name of the Developer, unless otherwise specifically informed by the Developer to the Allottee. The Developer shall not be responsible/accountable for any payment made in cash or through cheque to agent/ broker/channel partner/ any third person. The Developer shall also not be responsible /liable for any assurances, promises etc., given by agent/ broker/ channel partner/ any third person regarding Plot /Project, Payment Plan, cost of the Plot, facilities in the Plot etc., which are not authorized by the Developer and/or is not given in the sale brochure, Booking Form and in this Agreement regarding the Plot. It is herein clarified that if the Allottee(s) makes payment through cheque, and cheque is dishonoured due to any reason whatsoever, the Developer shall be entitled to charge a sum of Rs.15000/- (Rupees fifteen Thousand Only) would be debited to the Allottee's account in addition to the bank charges. This is without prejudice to the right of the Developer to terminate this Agreement as a breach on the part of the Allottee

### **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 Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. In case the permission for the acquisition of the Plot is not granted to the Allottee(s) the amount received by the Developer will be refunded in full to the Allottee(s) without any interest and compensation. 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(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be

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

3.3 The Allottee shall remain solely, absolutely and directly responsible for any third party payment that the Developer may receive against the Plot. The Developer is not privy to any understanding between the Allottee and the third party making payment on behalf of the Allottee and the Allottee shall be responsible for all compliances with applicable laws in this regard. Notwithstanding the source of any payment, the Developer shall issue the payment receipts only in favour of the Allottee and notwithstanding any such arrangement, under all circumstances, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due even in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing any payment for the said Plot. Any delay, shortfall in or denial of any payment to the Developer shall be to the risk and consequence of the Allottee in terms hereof. In addition, Developer shall not be liable, responsible or accountable to any bank/financial institution for the refund of any monies advanced on behalf of the Allottee and the responsibility of the Developer under any such tripartite agreement shall, subject to performance of the terms hereof by the Allottee, be limited to facilitating the concerned bank/ financial institution/ company to take the original executed Deed. The Allottee shall be responsible and liable for making all payments to the persons from whom he has borrowed the money and shall indemnify and keep the Developer indemnified against all claims made against the Developer or the Plot by such persons.

#### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

It is irrevocably agreed by the Allottee that on all amounts received, the Developer will be entitled to adjust and appropriate the amount paid by the Allottee(s) first towards interest on overdue payments and thereafter towards any overdue payments or any outstanding demand and finally, the balance if any, shall be adjusted towards the principal amount of current dues for which the payment is tendered and the Allottee(s) agrees to accept such appropriation which shall be binding upon him. The Allottee(s) further agrees on the *vice versa* mechanism for adjustment and appropriation of the amounts paid by the Allotees i.e. it shall be first adjusted against the next installment of the Allottee and thereafter against payment towards the interest on overdue amounts.

#### **5. TIME IS OF ESSENCE:**

The Developer 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 Plot to the Allottee(s) and the Common Areas to the Association of Allottees or the competent authority, as the case may be.

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Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in Schedule B ("Payment Plan") and in case Allottee shall not comply with the timely payment of installments and other dues, he shall be treated as Allottee in default and terms conditions of default as mentioned in this Agreement shall apply..

Similarly, the Allottee(s) agrees that the timely payment of installments of the Total Price and other charges and performance of its obligations by the Allottee is essence of this Agreement as any delay would hamper the development/ handover/ possession of the Plot, the Project and other phases in the Project, therefore the Allottee(s) shall make timely payments of the installment and other dues payable by him/her as per timelines provided in Payment Plan [**Schedule B**] and meeting the other obligations under the Agreement . In the event of delay in payment of any installment / charges, penalty, other charges payable by the Allottee in respect of the Plot the Allottee(s) shall be liable to pay Interest to the Developer on the unpaid amount which Interest shall be payable from the date when such amounts become due for payment until the date of receipt by the Developer at the rate of MCLR+1% for which the demand shall be raised by the Developer from the Allottee(s) at the time of offer of possession of the said Plot, which demand shall be final and binding on the Allottee(s).

**6. CONSTRUCTION OF THE PROJECT/PLOT:**

The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Plot, 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 Developer. The Developer shall develop the Project in accordance with the said layout plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Developer 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 ADA and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act or as per approvals/instructions/guidelines of the competent authorities, and breach of this term by the Developer shall constitute a material breach of the Agreement.

The Allottee irrevocably provides his consent through this Agreement, as required under Section 14 of the Real Estate (Regulation and Development) Act, in respect to any further alterations/modifications or additions in sanctioned or layout plans and specifications or the Common Areas and Facilities of the Project, as approved by the competent authority and not to obstruct and /or raise any objections in future.

**7. POSSESSION OF THE PLOT:**

**7.1 Schedule for possession of the said Plot –**

- a. The Developer agrees and understands that timely delivery of possession of the Plot 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 Developer assures to hand over possession of the [Plot] along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on \_\_\_\_\_, 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 Developer shall be entitled to the extension of time for delivery of possession of the [Plot]:

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 Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 120 days from that date. The Developer 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 shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement. In

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case the project is developed in phases, it will be the duty of the Developer to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA once all phases are completed. The Developer shall not charge more than the normal maintenance charges from the allottees as may be prescribed in the maintenance agreement to be entered into between the Developer/ Maintenance agency (as the case may be) and the Allottee.

The Developer shall endeavor to complete the construction of the project within months and a grace period of 6 months after the submission of the declaration (Form B ) with RERA Authority and which shall be available on UPRERA Website and including the extension period as may be permitted by RERA or as per the date of the BBA, whichever is later. The Developer shall handover the possession of the Plot to the allottee in terms of the delivery schedule as per RERA. In the event the Developer is granted extension for completion by RERA authorities, the same would be deemed to be accepted by the allottee. The Allottee further undertakes and agrees to sign, at any stage, all documents/ forms/ lists/ letters and/or any other document as may required in this regard by the Developer or the competent authority. The Allottee further agrees that the extension of time, if any granted to the Developer, shall be without payment of any penalty/delayed possession charges *et al* on the part of the developer/builder.

- b. The Developer assures to make an offer for hand over possession of the Plot after obtaining partial/ temporary completion certificate/occupancy certificate or similar approval(s) (as applicable for the building/ Project) granted by competent authorities within timelines provided in the RERA registration for the Project with the Authority including extension thereof with an additional grace period of 6 months (with no delay penalty), unless there is delay or failure due to occurrence of a force majeure event, including but not limited to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature and / or orders by any Court or other competent authorities, tribunal, commission, National Green Tribunal (NGT), board etc., government policy, guidelines, bye laws, decisions, agitation by the farmers with respect to the acquisition of land, lack of skilled/unskilled labour and substantial shortage of requisite material in market or otherwise in relation to any other subject matter at the relevant time, or any other reason beyond the control of the Developer etc., affecting the regular development of the real estate project (“**Force Majeure**”). The allottee agrees and understands that in the event the project is delayed beyond the agreed time the allottee shall be entitled to delayed penalty, if applicable, however, there will be no payment of fixed return or assured return by whatever name called. All payments made to the allottee under assured return would be considered as delay penalty payment and there would be no entitlement of the allottee to seek/adjust any claim or any amount in any manner whatsoever, in any forum towards delay penalty/ assured return other than those paid. All amounts paid towards assured returns and fixed returns shall be deducted from the final payment to be made to the allottee.
- c. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Plot. The Allottee/s agrees and acknowledges that where the completion of construction of the Plot and/or the handing over of the possession of the Plot is delayed by any reasons beyond the control of the Developer including (without limitation), Force Majeure and delay in grant of partial/ temporary completion certificate/occupancy certificate no claim whatsoever by way of any damages / compensation shall lie against the Developer. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee(s) the entire amount received by the Developer from the allotment within one hundred and twenty (120) days from that date or such other extended period as may be provided in the Rules, subject to execution and registration of Cancellation Deed and other documents as may be required by the Developer for cancellation of this Agreement and applicable deductions, if any. The Developer shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement. The Allottee agrees that he/she/it/they shall not have or make any claim against the Developer or otherwise except for refund of money paid by the Allottee.

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- d. Since the Project is developed in phases, it will be the duty of the Developer to maintain those common areas and facilities which are not complete and handover all the Common Areas and facilities to the Association of Allotees once all phases are completed. The Developer shall not charge more than the normal Maintenance Charges as defined in the agreement from the Allottee.
- e. The Developer shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Developer the Force Majeure continues for a considerable time, then the Developer may in its sole discretion put the construction of the Project in abeyance and terminate/alter/vary the terms and conditions of this Agreement and in case of termination, the Allottee shall be entitled to refund of the Amount(s) deposited by the Allottee, without any interest or compensation whatsoever, provided the Allottee is not in breach of any of the terms of this Agreement.

7.2 Subject to Clause 5, timely payment of installments in entirety by the Allottee and other provisions of the Agreement, in the event the Developer fails to handover the plot to the Allottee by the end of the Grace Period or any other agreed extended period, the Developer agrees to pay to the Allottee, subject to the Allottee not being in default under any term of this Agreement, compensation @ MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules) per annum only on the amount deposited by the allottee during the delayed period after expiry of the grace period or after the expiry of such extended periods as permitted under this Agreement, provided that the Allottee has raised a demand in writing for such compensation from the Developer.

7.3 It is expressly understood and agreed by the allottee that the allottee shall not be entitled to such compensation, even if a demand to this effect has been raised, in case the delay in handing over of possession is on account of:

- (i) Delay or failure on the part of the allottee in making payments to the Developer towards the subject Plot, as per the payment plan agreed and as specified in Annexure-C;
- (ii) non-receipt / delay in receipt of full/part occupation certificate by relevant authority and other provisions of the Buyer's Agreement;
- (iii) In case of force majeure events or due to any reason beyond the control of the Developer.
- (iv) The payment/adjustment, if any, of such compensation shall be done only at the time of settling the final accounts for handing over the possession of the said Plot to the Allottee.

**7.4 Procedure for taking possession -**

The Developer, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the [Plot/, 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 Developer within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable) subject to payment of the entire amount by the allottee including the total cost, maintenance charges, possession linked charges or any other charges as may be demanded by the Developer at the time of handing over of possession and after completion of all the formalities and documentation by the Allottee regarding registration]. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Developer/association of Allotees, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the Project. The Developer shall hand over the completion certificate/occupancy certificate (as applicable) of the Plot, as the case may be, to the Allottee at the time of conveyance of the same.

- (i) The Developer, upon obtaining the partial/ temporary completion certificate/occupancy certificate or other similar approval (as applicable)\* for the Building/ Project is granted by the competent authority, shall offer in writing the possession of the Plot by issuing a written notice within a period of 60 (sixty) days from the date of issuance of partial/ temporary completion certificate/occupancy

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certificate or other similar approval (as applicable) ("**Possession Notice**") to the Allottee in terms of this Agreement requiring the Allottee to complete the following requirements within 30 (thirty) days of the date of such Possession Notice ("**Possession Notice Expiry Date**") and complete such other documentary requirements as may be necessary and the Developer shall, after execution of all such documentation and receipt of all outstanding payments from the Allottee including all dues payable under this Builder Buyer Agreement, permit the Allottee to execute conveyance deed in respect of the said Plot and assume possession of the Plot.

- (ii) The Allottee, agrees to pay the Maintenance Charges as determined by the Developer / Association of Allottee(s), as the case may be after offer of possession of the Plot has been given by the Developer after the issuance of the partial/ temporary completion certificate/occupancy certificate or other similar approval(s) (as applicable) for the Building / Project granted by competent authorities. The Developer shall hand over the copy of part completion certificate or other similar approval (as applicable) of the Plot / Building / Project, as the case may be, to the Allottee at the time of conveyance of the same.
- (iii) The Allottee(s) shall be required to complete their full and final settlement and clear all pending dues, amounts, installments, charges, interest, penalty etc., (as provided in the offer for handover of possession), and execute necessary indemnities, undertakings, Maintenance Agreement and the like as may be required or determined by the Developer in respect of the Plot and in the formats prescribed by the Developer and to get the same stamped and registered, if required under applicable laws with the jurisdictional Sub Registrar of Assurances on payment of applicable stamp duty and other applicable charges directly by the Allottee, within a period of 1 (one) month from the date of Possession Notice given by the Developer.
- (iv) That the allottee shall be deemed to have possession of the respective Plot immediately upon expiry of the period of 7 days from the date of the intimation from the Developer and payment of all dues by the allottee.
- (v) After signing of check list and full and final payment of all pending dues, amounts, installments, charges, interest, etc., by the Allottee, a notice for purchasing requisite stamp duty and registration fee and execution of conveyance deed shall be issued. The Allottee(s) shall deposit the stamp paper for the applicable stamp duty and the amount of the registration fee and any other legal charges as may be applicable to the Developer and obtain a no dues certificate from the Developer and thereafter the process of execution and registration of conveyance deed will be done. The process of execution and registration of conveyance deed be done on first come first serve basis.
- (vi) Further it is agreed by the Allottee(s) that the possession of the allotted Plot shall be given only after the payment of all dues by the Applicant(s) i.e. Total Cost of Plot, Preferential Location Charges, any additional, Charges, levies, increase/enhancement in rates of the material and labour and other resources as per the prevailing laws, applicable Taxes, prevailing market rates etc. and upon execution and registration of the conveyance deed of the Plot.

**7.5 Failure of Allottee(s) to take Possession of Plot/ –**

Upon receiving a written intimation from the Developer as per Para 7.2, the Allottee shall take possession of the Plot from the Developer by executing necessary indemnities, undertakings, Maintenance Agreement, conveyance deed, and such other documentation as prescribed in this Agreement and by making all the payments to the Developer of all charges, Interest, dues etc., as specified in this Agreement, and the Developer shall give possession of the Plot to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2 (i.e. on or before Possession Notice Expiry Notice), such Allottee shall be deemed to have taken possession of the Plot and shall be liable to pay to the Developer holding charges at the rate of

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Rs.50 per month per sq. yrd. of the Plot (in case of Plot) for the period beyond 3 months till actual date of possession in addition to maintenance charges from the date of Possession Notice till actual date of possession in addition to Maintenance Charges and Interest on delayed payments as specified in Para 9.3 (ii). In such case the Developer shall not be responsible for any loss or damage to the finishes/fittings/fixtures in the Plot occasioned due to failure of the Allottee/s(s) to take possession within the stipulated time.

- 7.6 **Possession by the Allottee(s)** – After obtaining the partial/ temporary completion certificate/occupancy certificate or similar approvals (as applicable for the Building/Project) from competent authorities and handing over physical possession of the Plot to the Allottee(s) as per Para 7.2. Further, it shall be responsibility of the Developer to hand over the necessary documents and plans, including those relating to Common Areas, to the Association of Allottee(s) or Maintenance agency the competent authority, as the case may be, as per applicable law.

[Provided that, in the absence of any Applicable Law, the Developer shall handover the necessary documents and plans, including those relating to the Common Areas, to the Association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the part completion certificate(as applicable) for the Project].

- 7.7 **Cancellation by Allottee(s)** –The Allottee(s) 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 Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. Further the Developer 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 reallotment of the Plot or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier. The Developer shall inform the previous allottee the date of re-allotment of the said Plot and also display this information on the official website of UP RERA on the date of reallotment.

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Developer, the Developer herein is entitled to cancel the allotment of the said Apartment, terminate this Agreement in respect of the said Apartment and forfeit the (i) Booking Amount, as per the definition clause, paid for the allotment, (ii) Interest liabilities of Allottee(s) on delayed / unpaid payments by the Allottee(s), (iii) interest and costs paid by the Developer in respect of brokerage paid / payable by the Developer, and (iv) statutory payments namely, GST, Service Tax, VAT, etc., paid by the Allottee. However, in case amount paid by the Allottee(s) is less than the aforesaid amount of 10% of the Total Price of the Apartment, the entire money paid by the Allottee(s) shall be forfeited by the Developer. The Developer shall return to the Allottee(s) the balance amount paid by the Allottee(s) on re-allotment of the said Apartment to subsequent new allottee / buyer. The refund of balance amount will be made to the Allottee on pro-rata basis as per payment received from new allottee / buyer. The Developer shall inform the previous Allottee(s) 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. Provided further that notwithstanding anything contrary contained herein, the Allottee shall not claim, demand or request cancellation of booking / allotment of the said Plot or withdrawal from the Project after 60% construction of Project is achieved, as the same will adversely affect the development of the Project and rights of other allottees in the Project. In case the allottee(s) fails to make payments despite the demand raised through notice by the Developer as per the payment plan, the allottee(s) shall be liable to pay interest on the unpaid amount at the rate as prescribed time to time by the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed there under. In case of default by applicant(s) under the condition listed above continuous for a period beyond 3 (three) consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Plot in favor of the applicant(s)

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and shall forfeit the Earnest money i.e. 10% of the total cost /price of the Plot. However, the Developer shall intimate the applicant(s) about such termination at least 30 days prior to such termination. Further the Developer 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 reallotment of the Plot or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier.

- (i) Notwithstanding anything contained to the contrary, pursuant to any cancellation/withdrawal of the Allotment, the Allottee/s(s) shall have no subsisting right, title, lien, claims or demands whatsoever against the Plot, and the Developer shall, be fully entitled to sell and/ or deal with the said Plot in any manner whatsoever at its sole discretion. The right to treat the Plots as vacant Plot arise immediately upon the circumstances contemplated herein or as further covered under RERA without any further act to be done by the Developer or document to be received from the allottee. It is further agreed and understood that in case of withdrawal of booking the amount towards the club membership which is an additional facility and governed by the parent assignment agreement shall however stand forfeited in such circumstances.

- 7.8 **Compensation** – The Developer has disclosed the rights and the manner in which the rights are derived by the Developer for the property however in case the same is found to be false the Developer shall compensate the Allottee(s) in case of any loss caused to him due to such 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 in accordance with law.

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Plot (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; Developer shall be liable, on demand to the Allottee(s), in case the Allottee(s) 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 Plot, 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 Developer 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 [Plot/Plot], which shall be paid by the Developer to the Allottee within forty-five days of it becoming due.

- 7.9 The date of filing of application by the Developer for grant of partial/ temporary completion certificate/occupancy certificate (as applicable) or other similar approvals with the competent authorities shall be presumed as the date of completion. That any delay on account of the authority for issuance of the part completion / occupation certificate (as applicable) or other similar approvals shall not be considered as any delay on account of the Developer, and the Developer shall not be liable for the penalty for delay in possession after the said date i.e. any claim for completion delay in possession will be confined upto the date of applying for grant of partial/ temporary completion certificate/occupancy certificate (as applicable) or other similar approvals only.
- 7.10 Further, notwithstanding anything contrary contained in this Agreement including Para 7.5, 9.1 and 9.2 of this Agreement, the compensation / penalty clause under the Booking Form, builder buyer agreement and/ or this Agreement shall not be applicable to those Allottee(s) who have booked their Plots under any special schemes including retainer-ship, assured returns etc. of the Developer.

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8 **REPRESENTATIONS AND WARRANTIES TO AND BY THE DEVELOPER:**

The Developer hereby represents and warrants to the Allottee(s) as follows:

*[Note: Client to insert appropriate disclosure for making disclosing against the following representation so that it is not in breach of any representation]*

- (i) The Developer has absolute, clear and marketable rights and title with respect to the Project Land on the basis of the documents as disclosed to the allottee; the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the said Land for the Project based upon the documents as are disclosed to the allottee;
- (ii) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Land, Project or the Plot;
- (v) All approvals, licenses and permits issued by the competent Authorities with respect to the Project, Project Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, Project Land, and Plot and Common Areas;
- (vi) The Developer 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(s) created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale/lease and/or development agreement or any other agreement/arrangement with any person or any party with respect to the subject Plot in the said Project and the said Plot which shall, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Plot to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, subject to Force Majeure conditions, the Developer shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee. The Common Areas in the Project will be handed over to the Association of Allottees or the competent authority, as the case may be, after completion of the Project and issuance of completion certificate, as applicable, for the entire Project;
- (x) 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;
- (xi) The Developer 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 part completion certificate or other similar approval (as applicable for the Building/ Project) has been

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issued and offer for handover of possession of Plot. The Common Areas (equipped with all the specifications, amenities and facilities) shall be handed over to the Association of Allottees/ or the competent authority, as the case may be, after issuance of completion certificate, as applicable, for the Project;

- (xii) 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 Developer in respect of the said Land and/or the Project.

8.2 The Allottee(s) hereby represents and warrants to the Developer as follows:

- (i) The Allottee has the power to execute, deliver and perform his obligations under this Agreement and all necessary approvals including any Governmental, regulatory or third party approval and other actions have been validly obtained to authorize such execution, delivery and performance.
- (ii) This Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms on the Allottee.
- (iii) Till the time the Plot in the Project is not separately assessed, the Allottee agrees to pay on demand all applicable Taxes/ levy/ charge etc., on proportionate basis. The execution, delivery and performance by the Allottee of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both), and the consummation by the Allottee of the transactions contemplated hereby or thereby will not conflict with, result in a breach of, or constitute a default under, any applicable law applicable to the Allottee or any contract or agreement to which the Allottee is a party or by which the Allottee may be bound, any agreement or commitment that prohibits the execution and delivery of this Agreement by the Allottee or the consummation of the transaction contemplated hereby.
- (iv) The Allottee(s) hereby warrants and confirms that he shall not, directly or indirectly, at any time commit any act or omission which may, in any manner, adversely affect the goodwill/reputation of the Developer and/or the Project or lead to or cause or results in defamation or disparage of the Developer / Project. The Allottee further confirms and warrants that it shall not initiate or be a part of any group/association which may initiate any protest against the Developer and/or Project. A breach of this condition mentioned herein shall be considered as a material breach by the Allottee and the Developer shall be entitled to cancel the allotment of the said Plot in the said Project in favour of the Allottee(s), terminate this Agreement and refund the money paid by the Allottee(s) after deducting the amounts as set out in proviso to para 7.7 of this Agreement and such further amounts which are otherwise prescribed or are deductible .

## **9 EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1 Subject to the Force Majeure conditions, the Developer shall be considered under a condition of Default, in the following events:

- (i) Developer fails to provide ready to move in possession of the Plot to the Allottee(s) 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 Plot 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 part completion certificate or similar applicable approval(s) as the case may be, (as applicable for the Building/Project) has been issued by the competent authority;

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- (ii) Discontinuance of the Developer'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 Developer under the conditions listed above a non- defaulting Allottee(s) is entitled to the following:

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee(s) stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) shall be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Plot, along with Interest (i.e. 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(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Developer interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Plot], which shall be paid by the Developer to the Allottee within forty-five days of it becoming due.

Or

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Developer delay penalty till the handing over of the possession of made the Plot, which shall be adjusted by the Developer towards the outstanding amount of the Allotees.at the time of possession. It is clarified that, notwithstanding anything contained herein, in case of abandonment of the Project by the Developer, the Allottee shall not be entitled to continue in the Project, and the Developer will refund the amount received by him in respect of the Plot, with Interest after deducting the Taxes paid by the Allottee towards the Plot in the manner as provided under the Act within forty-five days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments for 2 (two) consecutive demands by the Developer as per the Payment Plan annexed hereto., In the event of delay in payment of any installment by the Allottee, the Allottee(s) shall be liable to pay interest to the Developer 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.
- (ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Plot n favour of the Allottee(s) and refund the money paid to him by the Allottee(s) subject to re-booking of allotment of the said allotment in the said Plot in favour of other allottee(s)/buyers and the Developer to refund the money paid to him after deducting the (i) Booking Amount paid for the allotment, (ii) the interest liabilities on delayed payments payable by the Allottee, (iii) interest and costs paid by the Developer in respect of brokerage paid / payable by the Developer, and (iv) statutory payments namely, GST, Service Tax, VAT, etc., paid by the Allottee, and this Agreement shall thereupon stand terminated. The Developer must not be in default to take this benefit; Provided that the Developer shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.
- (iii) In case of default by the allottee in execution and registration of conveyance deed of the Plot within the period mentioned in Offer Letter, Developer shall be entitled to charge/ impose compensation/ penalty at Rs 50,000 (p.m.) for such delay. Further the Allottee shall be solely responsible and liable

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- for compliance of the provisions of Indian Stamp Act, 1899 and Indian Registration Act, 1908 including any actions taken or deficiencies/ penalties imposed by the competent authority.
- (iv) In case of breach of any other terms & conditions of this Agreement and violation of any of the Applicable Laws on the part of the Allottee(s), the Developer may cancel the allotment of the said Plot and refund the money paid to him by the allottee after deducting the booking amount, the interest liabilities and all taxes, duties, cess, etc. deposited by the Developer to the concerned department/authority in respect of the Unit and other charges and this agreement shall thereupon stand terminated provided that the Developer shall intimate the allottee about such termination at least 30 days prior to such termination.
  - (v) In case the allottee is considered as an allottee in default and the said default continues for a period of one year the said agreement shall stand cancelled suo-motu at the will of the Developer and the allottee shall have no objection in this respect. The Developer shall present this agreement before the registrar of stamps and shall be eligible to get the same cancelled without the presence of allottee. The allottee agrees to the said condition and undertakes not to take any legal recourse in case of such cancellation by the Developer.
  - (i) Under exceptional and genuine circumstances the Developer may, at its sole discretion, condone the delay in payment by charging applicable Interest and restore the Allotment (subject to withdrawal of down payment discount, if any) in case the Plot has not been allotted to someone else. In a situation where the Plot has been allotted to someone else, an alternate Plot, if available, may be offered in lieu of the earlier Plot at the sole discretion of the Developer on the then prevailing market price of the Developer. However, in case of return/dishonor of first booking cheque, the application shall stand rejected out rightly without any written intimation/notice to the Allottee/s(s) and no right shall accrue to such Allottee/s(s) by virtue of this Application. It is clarified that in case the Developer, in its absolute discretion, allow any relaxation in the payment of the delayed Installments, then in such event the Allottee will be liable to pay Interest for the period of delay in making the payment. It is clearly agreed, understood and confirmed by the Allottee(s) that in case the Developer exercises its discretion to waive the cancellation and accept the delayed payment of installment with Interest as aforesaid, then the delayed payment of installments by the Allottee(s) shall not be accepted without the payment of due interest amount which shall be the integral part of delayed payment. In case the Allottee(s) fails to pay the interest along with delayed payment of installment then he shall continue to remain and be treated as defaulter under the terms and conditions contained herein and be liable for all consequences thereof.
  - (ii) After cancellation, the Allottee(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the said allotted Plot and the Developer shall, thereafter be entitled to resale and/ or deal with the said Plot in any manner whatsoever at its sole discretion.
  - (iii) The balance amount of money, if any, remaining with the Developer after deduction as per Para 9.3 (ii) above, will be returned by the Developer to the Allottee in terms of Para 7.8 above.

**General rights and remedies available to the Developer:**

- (i) Upon termination of this Agreement by the Developer, the Allottee(s) shall not have any lien, right title, interest, or claim in respect of the Unit. The Developer shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever
- (ii) Acceptance of any payment without interest shall not be deemed to be a waiver by the Developer of its right of charging such interest or of the other rights mentioned in this Agreement.
- (iii) Without prejudice to the rights of the Developer under this Agreement, the Developer shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act, Rules /Regulations.

**10 CONVEYANCE OF THE SAID PLOT:**

**M/s SHRI RAM RAJYAM**

**Buyer/s**

- 10.1 The Developer, on receipt of Total Price of the Plot as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Plot together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the partial/ temporary completion certificate/occupancy certificate or such other similar approvals (as applicable for the Building/Project) by the competent authorities or such other period as agreed herein, to the Allottee:

Provided that, in the absence of Applicable Law, the conveyance deed in favour of the Allottee(s) shall be carried out by the Developer within 3 months from the date of issuance of partial/ temporary completion certificate/occupancy certificate or other similar approval (as applicable for the Building / Project).

That all the charges expenses, stamp duty, official fee, incidental charges, penalty, fees for legal councils / advocates etc. towards the execution and registration of this Agreement, conveyance deed, cancellation deed, including documentation and any further increase in these charges in future, shall exclusively be borne by the Allottee(s) alone. However, in case the Allottee(s) fails to deposit the stamp duty and/or registration charges etc., within the period mentioned in the notice, the Allottee(s) authorizes the Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developer is made by the Allottee and the Developer is also entitled to compensation and impose penalty on the Allottee. That the Allottee/s(s) shall remain present before the Authority at the time of registration of such documents.

- 10.2 That until a conveyance deed is executed and registered in favour of the Allottee, the Developer remains to be the owner of the entire Plot along with its features, fittings, fixtures, appurtenant amenities etc., which are identifiable with the subject Plot. The payment of paid or promised or part paid and part promised price of the Plot by the Allottee (s) does not give him/her any ownership right, title, interest or claim over the Plot and not tantamount to transfer of ownership, with the Developer reserving a right to revoke/cancel the allotment and to refund the amount received along with interest.- It is further clarified that the Developer is not constructing any Plot as a contractor of the Allottee(s) but on the other hand Developer is constructing the Project as its owner and the sale shall be affected only after the actual completion of construction/finishing/handing over of the Plot after execution of the conveyance deed.. The Developer continues to have first lien and charge on the Plot for all its dues that may become due and payable by the Allottees(s) to the Developer.

## **11 MAINTENANCE OF THE SAID BUILDING/PLOT/PROJECT:**

- 11.1 The Developer 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 / maintenance agency upon the issuance of the partial/ temporary completion certificate/occupancy certificate of the Project. The cost of such maintenance has not been included in the total Price of the [Plot] and shall be separately charged at the time of handing over of possession of the said Plot/to the Allottee(s).The Allottee(s) shall be liable to pay the maintenance charges as demanded by the Developer/Maintenance Agency duly appointed by the Developer from time to time.

[Provided that, in the absence of Applicable Law, the conveyance deed in favour of the Allottee shall be carried out by the Developer within 3 months from the date of issue of certificate (as applicable) subject to payment of the entire amount by the allottee including the total cost, maintenance charges, possession linked charges or any other charges as may be demanded by the Developer at the time of handing over of possession and after completion of all the formalities and documentation by the Allottee regarding registration]. 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 Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developer is made by the Allottee. However, the same is without prejudice to the Developer's right to impose penalty and / or terminate the Agreement.

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**Buyer/s**

- 11.2 The Developer will be entitled to undertake maintenance of the Common Areas in the Project either directly or through its appointed specialized maintenance agency (“**Maintenance Agency**”), till the taking over of the maintenance of the Project by the Association of Allottees upon the issuance of the partial/ temporary completion certificate/occupancy certificate of the Project. The cost of such maintenance services along with all applicable taxes will be paid by the Allottee(s) as per the Maintenance Agreement to be executed by him/her/them.
- 11.3 The cost of such maintenance has not been included in the total Price of the [Plot] and shall be separately charged at the time of handing over of possession of the said Plot/to the Allottee(s). Thereafter, the monthly maintenance charges shall be paid by the Allottee(s) as intimated/demanded by the Developer/Maintenance Agency from time to time either in advance by the seventh day of that month or through prepaid system whichever is applicable. The liability of the Allottee(s) to pay the maintenance charges shall become due from the date of offer of possession itself irrespective to the fact of actual physical possession, and the Developer reserves the right to enhance the maintenance charges payable by the Allottee(s) keeping in view the cost of the maintenance of the complex. It is further made clear that the Developer may maintain the complex or may outsource any or all maintenance services to outside agencies and authorize them to do all acts necessary in this regard. The Allottee(s) agrees and undertakes to sign a separate “Maintenance Agreement”, with the Developer or with the appointed Maintenance Agency undertaking the maintenance services of the Project before taking possession of the allotted Plot.
- 11.4 The Allottee(s) also acknowledges and confirms that maintenance of the infrastructures facilities / services provided / to be provided by Government / competent authorities in the entire locality (including within or outside Project) are beyond the scope / control of the Developer / Maintenance Agency, and the Allottee(s) undertakes not to raise any claim or dispute against the vendor and/or Maintenance Agency in respect of maintenance of such facilities / services.
- 11.5 The Allottee(s) undertakes to join the Association of Allottees and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Developer for this purpose. The Allottee(s) undertakes not to join/form any other association of allottee(s) or resident welfare association etc., by itself or in conjunction with other allottee(s) of the said Project. The Allottee(s) shall pay the prescribed fees, subscription charges thereof and shall complete such documentation and formalities as is deemed necessary by the Developer in this regard. Further, the Allottee(s) shall adhere to and comply with the by-laws, rules, regulations and policies of such Association of Allottees.
- 11.6 It is clarified that in the event the Association is formed within the said 1 year period from the issuance of completion certificate, but the Association fails to take handover of the Common Areas from the Developer, for any reason whatsoever, then in such cases also, the Developer will be entitled to collect from the Allottees the above mentioned Maintenance Charges and other charges as set out in the Maintenance Agreement. However, if the Association of Allottees is not formed within 1 year of issuance of partial/ temporary completion certificate/occupancy certificate or similar approvals (as applicable)\* for the Project/Building , as the case may be, the Developer will be entitled to collect from the Allottee amount equal to the amount of maintenance disclosed in Para 1.2 + 10% (Ten Percent) in lieu of price escalation for the purpose of the maintenance for next 1 year and so on. The Developer will pay the balance amount available with him against the Maintenance Charge to Association of Allottee(s) once it is formed.
- 11.7 Till the time the Association of Allottee(s) take handover of the said Common Areas as envisaged in the Agreement or prevalent laws governing the same, the Developer shall have a right to appoint any agency for undertaking the maintenance services in the Project (“**Maintenance Agency**”) as it may deem fit, and the Developer or the Maintenance Agency appointed by it has right to recover applicable Maintenance Charges (as per Para 11.2 above) and other charges as set out in the Maintenance Agreement.

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- 11.8 That an development charges of the Plot area shall be paid by the Allottee to the Developer before possession ( if not paid earlier) and Sinking Fund of Rs.200/- per sq. yrd. at the time of possession and same shall be paid by the Allottee to the Developer before possession only. Further the general monthly maintenance charges on plot area and monthly club usage charges shall be payable ~~in advance~~ by the Allottee to the Developer / Maintenance Agency for a period of 24 months from the date of Possession Notice only and upon the expiry of said period of 24 months the same shall be payable by the Allottee on a monthly basis and shall be informed to the Allottee at the time of Possession. That the Allottee/s shall in addition to the above be liable to pay to the Developer or its nominated maintenance agency so appointed by it, such charges as may be incurred /determined by the Developer / Maintenance Agency necessary for maintaining various services such as street lighting or security/maintenance, garbage disposal or scavenging of streets and public utilities places by \_\_\_\_\_ or its nominated maintenance agency.
- 11.9 The terms and conditions relating to maintenance services, use of Common Areas and facilities, payment of Interest Free Maintenance Security Charge, sinking fund, maintenance charges, etc. shall be as set out in the Maintenance Agreement. The Developer reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution.
- 11.10 That the Common areas electricity & water charges shall be payable on monthly basis by the Allottee on proportionate basis, whereas Electricity actually consumed by the allottee, and replacements if any applicable, will be charged as per actuals. It is also clarified that the Main supply to the Plots shall be a single point bulk electric supply from \_\_\_\_\_ subject to the terms and conditions of application to be executed by the Allottee(s)/ User(s)/ Plot owner(s). As per the Agreement/ Addendum/ Joint Development Agreement executed by and between \_\_\_\_\_ and \_\_\_\_\_; the \_\_\_\_\_ - shall provide external services such as electric supply lines, shall be made available at a single point, which shall be distributed to the Allottee(s)/ User(s)/ Plot owner(s) through separate meters and the consumption of the electricity shall be monitored through pre-paid system. The Maintenance Agency shall monitor the Pre-Paid System. The bill for the Mains and Backup electricity consumption of each Plot shall be separately billed by the Maintenance Agency to the individual Plot owners on the actual consumption basis and other incidental/Fixed charges accrued thereupon. A common bill will be raised every month for the maintenance/ electricity charges and other related expenses through the electric meter. Upon payment by the allottee, his account will be credited by issue of pre-paid vouchers through the electricity meter. Moreover, the Developer/Maintenance Agency shall have the right to cut off/withhold or in any manner curtail or reduce any essential supply/service enjoyed by such Allottee, that may include disconnection of water/sewer and connections, and debarment from usage of any or all common facilities or any individual services, within the complex, in case the Allottee fails or neglects to pay the maintenance or any other charges, (general or common) for a period of sixty days. That all charges payable to various departments for obtaining service connections to the Plot like telephone, electricity etc. including security deposits for sanction and release of such connections, as well as informal charges pertaining thereto, will be payable separately by the Allottee.
- 11.11 It is herein clarified that other terms and conditions in respect of the maintenance services to be provided by the Maintenance Agency, use of Common Areas and facilities, payment of maintenance charges, sinking fund, etc., shall be more clearly set out in the Maintenance Agreement to be executed by the Allottee(s) with the Developer / its nominated Maintenance Agency.

## **12 DEFECT LIABILITY:**

- 12.1 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 Developer as per the Builder Buyer Agreement relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the Developer to given possession to the

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allottee, whichever is earlier it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer'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.

- 12.2 The Allottee(s) acknowledges that there are several products /equipment /services to be provided by third party (for example lifts, ac, wardrobes, transformer, D.G. Plot , electrical panels, hardware etc.), and the warranty and guarantee provided by the respective third party in respect of such products, equipment and services, will be available to the Allottee(s) as per the products/equipment /services specifications, and the Allottee(s) can approach such third parties directly for such warranty or guarantee claims. The Developer shall not be responsible for warranty or guarantee for any products/ equipment / services provided in the Plot and/or Project by any third party.
- 12.3 The Allottee(s) also agrees that for several products, equipment's, machines etc., provided in the Project etc., require proper preventive periodical maintenance. The Developer shall also not be liable in case there is any default in the proper maintenance of these products, equipment's, machines etc.,

### **13 RIGHT TO ENTER THE PLOT FOR REPAIRS:**

The Developer/Maintenance Agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, for providing necessary maintenance services and the Allottee(s) agrees to permit the Developer, Association of Allottees and/or Maintenance Agency to enter into the Plot 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:**

- 14.1 That the Developer is the absolute owner of the Project Land and has obtained requisite permission the development of plots on the project land from the concerned authorities and the Plot(s) sold to the allottee herein shall, as such, be only used for residential usage as an Plot and the unsold Plots may sold by the Developer for residential purposes.
- 14.2 The Allottee(s) hereby confirms to have read and understood the terms and conditions of the conveyance Deed executed with \_\_\_\_\_, and to observe the terms and conditions of conveyance Deed as applicable to the Allottee. The Allottee(s) also undertakes not to commit any actor omission and/ or use the Plot in any manner, which may result in the breach of any terms or condition of the principal Conveyance Deed.
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- 14.3 The use of the said Plot by the Allottee(s) shall be subject to strict compliance of the rules/code of conduct as may be formulated and determined by the Developer/Maintenance Agency for such occupation/usage. Further, the Developer/ Maintenance Agency reserves the right to modify/amend the rules/code of conduct and such modifications/changes shall be binding on the Allottee(s) along with other occupants in the Building and Project.
- 14.4 The Plot shall be used for residential purposes only. The Allottee(s) undertakes not to (i) use the said Plot or permit the same to be used for any purpose which is restricted / prohibited, and/or (ii) use the for any illegal or immoral purposes, and / or (iii) do or cause to be done any act/omission which may cause nuisance, damage, annoyance or inconvenience to the occupiers of adjoining Plots/areas. Any change in the specified usage of the Plot, which is not in consonance with the usage as specified in this Agreement, rules prescribed

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by the Maintenance Agency or is detrimental to the public interest shall be the breach of terms and conditions of this Agreement.

- 14.5 The Allottee(s) shall not use the Plot in a manner that may cause noise pollution, nuisance or annoyance to other Plot owners or residents of the Building / towers of the Project; or to do or permit anything to be done in or around the Plot which tends to cause damage to any flooring or ceiling or services of any Plot over, below, adjacent to the Plot or interference to any adjacent building(s) or in any manner interfere with the use of spaces, passages, corridors, roads or amenities available for common use.
- 14.6 The Developer/Maintenance Agency shall not be liable for theft, pilferage or misplacement of any material, fixtures, fittings or equipment kept/installed by the Allottee(s) at the said Plot and/or any accident or injury caused or occasioned to the Allottee, its visitors or any employee or the workers engaged by the Allottee.
- 14.7 The Allottee shall be solely responsible in respect of any penal action, damages or loss in this regard and the Allottee(s) shall indemnify and keep the Developer/ Maintenance Agency harmless in respect of breach of its obligations contained under this Agreement including this Para 14.

## **15 GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:**

- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Plot , or the staircase, lifts, common passages, corridors, circulation areas, atrium in common area 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 Plot and keep the Plot , its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the structure, safety support, shelter etc. of the Building / Project is not in any way damaged or jeopardized.
- 15.2 All works regarding construction on Plot, interior, electrical, high side, low side, air conditioner, or any further modification, sound proofing etc. which is or may be required by the tenant/allottee to be carried out in the Plot allotted shall be carried out by the allottee at his/her own cost and expense. The same shall be done by getting the plans duly approved by the competent authority as provided in clause 15.5 .The copies of the plans shall also be submitted with the Developer/maintenance agency to ensure no infraction of law and boundaries of the plot .The plot owner shall not be entitled to carry out construction in a manner that causes obstruction of any form or loss to the project .
- 15.3 The Allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, 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 Allottee(s) shall also not change the outer façade of the Villas, 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(s) 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(s) shall also not remove any wall, including the outer and load bearing wall of the Plot/ Unit.
- 15.4 The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of Allottees and/or Maintenance Agency appointed by Association of Allottees. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.5 It is clarified that for interior layout of the villas, the Developer will give options and the Allottee may choose any of the layout and may either get it developed from the Developer itself, at the cost and charges (cost of

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construction not included in total price of the Plot) as may be decided by and between the Allottee and the Developer, or by engaging an outside Contractor, however, in case of any changes/ alterations/ modifications etc, as may be required by the Allottee, the Developer is entitled to charge separately from the Allottee. The allottee agrees to conform with the plinth levels and other standards for the construction on the plot in accordance with the specifications provided by the developer and the allottee undertakes and agrees to carry out the construction of the boundary wall and other construction on the plot in accordance with the layout plan of the project. The allottee agrees and understands that the allottee shall submit the final drawings to the developer in addition to the statutory approvals.

- 15.6 The Allottee hereby agrees that allotment of Plot is subject to the terms and conditions of the sanctioned plans, License etc., and he shall comply with sanctioned building plans, License, bye laws, byelaws, guidelines, rules and regulations of the government authorities as may be applicable to the said Plot. That the Allottee(s) hereby agrees that he/ she/ they shall comply with and carry out from time to time after he/she/they has/have been put in possession or deemed possession of the Plot, all the requirements, requisition, usages, demands and repairs as may be and as are required to be complied with by the ADA, Government or any other competent authority in respect of the said Plot, Project and the Project Land on which the said Building is situated at his/their own cost and keep the Developer indemnified, secured and harmless against all claims, demands, dues, damages, losses, liabilities, costs, requisitions, demands and repairs etc., suffered to or incurred by or caused to the Developer in this regard.
- 15.7 The Allottee further undertakes to be responsible and liable for any personal/individual action which would be in violation/deviation of the sanctioned plan, layout, building byelaws, guidelines etc. of the government authority as may be applicable to the said Plot. The Allottee(s) shall keep the Developer indemnified, secured and harmless against all such costs and consequences and all damages suffered arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- 15.8 The Allottee agrees that after handover of Plot to the Allottee, the Allottee shall ensure that it is not in breach of any terms / conditions stipulated in the permissions and approvals granted in respect of the Project including without limitation License, sanctioned plans, FIRE NOC / permission, green building permission, environment and pollution permission etc.,
- 15.9 That the Allottee agrees that for security reasons, car/vehicle parking is allowed for the allottees only in their designated allotted plot in the Project and nowhere else in the Project.. If any vehicle of any nature whatsoever is found parked without necessary authorization/ reservation, the Developer reserves the right to get it removed from the premises and shall not be responsible for losses and damages, if any.
- 15.10 For the purpose of safety and security of the residents in the said Project, the Developer / Maintenance Agency shall be free to regulate the entry/ exit of outsiders into out of the Project. The Developer will, not be liable for any incident resulting in damage to any person or property in the said Project attributable to negligence or non-performance of its obligation by the security/ Maintenance Agency or any third party and/or any kind of manual / mechanical failure of equipment installed in the Project / Plot.
- 15.11 That the Allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the Plot as the case may be, or at any time thereafter, have no objection to the Developer constructing or continuing with the construction of the other building(s) adjoining the Plot sold to the Allottee.

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- 15.12 The Allottee(s) agrees that until a conveyance deed for the Plot is executed and registered in favour of the Allottee, the Developer remains to be the owner of the entire Plot along with its features, fittings, fixtures, appurtenant amenities etc., as per Schedule \_ which are identifiable with the subject Plot. The payment of paid or promised or part paid and part promised price of the Plot by the Allottee (s) does not give him/her any right, title, interest or claim over the Plot and not tantamount to transfer of ownership with the Developer reserving a right to revoke/cancel the allotment and to refund the amount received along with interest. It is further clarified that the Developer is not constructing any Plot as a contractor of the Allottee(s) but on the other hand Developer is constructing the Project as its owner and the sale shall be affected only after the actual completion of construction/finishing/handing over of the Plot after execution of the conveyance deed. The Developer continues to have first lien and charge on the Plot for all its dues that may become due and payable by the Allottees(s) to the Developer.
- 15.13 That the Allottee(s) agrees that the allotment is non-transferable and does not give any rights, title or interest therein even though all payments have been received by the Developer. The Developer shall have the first lien and charge on the Plot for all its dues that may become due and payable by the Allottee(s) to the Developer.
- 15.14 That the Developer covenants with the Allottee(s) that on the Allottee(s) paying the dues and performing the terms of this Agreement and stipulations on his/her/their part herein contained shall peaceably hold and enjoy the Plot without any interruption by any person.
- 15.15 That the Allottee(s) agrees and confirms that the work of construction and completion of the Building or any other matter incidental to this allotment shall not be stopped at any time during or after the dispute resolution / arbitration proceedings nor shall any parity prevent, obstruct or delay the execution and completion of the Building/Project/Larger Project for any reason whatsoever.
- 15.16 That the Allottee(s) acknowledges that the Allottee shall not carry out any change whatsoever in the lay out, elevations, and any areas outside the Plot, and /or put up any structure, (temporary or permanent), to cover any open areas common and shared with other occupants. In case of non-compliance of this provision by the Allottee(s), the Developer without any formal notice shall be at a liberty to restore the original elevations and/or outer colour scheme, entirely at the costs and risks of the Allottee(s). Such non-compliance shall be treated as a cognizable offence under the relevant laws of the land and shall lead to cancellation of the conveyance deed. .
- 15.17 That the Allottee(s) acknowledges that if the Developer incurs any expenditure towards the registration of the Plot, the same will be reimbursed by the Allottee(s) to the Developer. In case the stamp duty or other charges payable by the Allottee(s) to the authorities at the time of registration is discounted due to reason of prior payment of some/ all charges by the Developer, such discount availed by the Allottee(s) shall be reimbursed to the Developer prior to registration.
- 15.18 The Allottee(s) agrees that the Plot shall be used for the residential purpose only and not put to use for any purpose, including but not limited to running a guest house, hostel or crèche or any other commercial activity etc. That the Allottee(s) agrees not to use the Plot or permit the same to be used for any purpose which may or is likely to cause pollution, nuisance or annoyance to occupiers of other Plots in the Project or to general public, or for any illegal or immoral purpose or not permissible under law or to do or suffer anything to be done in or about the Plot which tend to cause damage to any flooring of any Plot over or below or adjacent to his/her/its Plot or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.
- 15.19 Any type of encroachment/construction in the Project including roads, lobbies, roof etc., shall not be allowed to the Allottee(s) or Association of Allottee(s). Any alteration in the elevation and outside exposed walls of verandah, balcony, lounges or any external wall or both faces of external door and windows of Plot, any

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signboard, publicity or advertisement material outside the Plot or anywhere in the Common Areas shall not be permitted. Any type of change inside the Plot which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC beam, RCC wall supporting whole the structure therefore no change is allowed.

- 15.20 That the Allottee(s) acknowledges that the central green lawns and other Common Areas shall not be used for conducting personal functions such as marriages, birthday parties etc. if any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment of necessary charges.
- 15.21 That the Allottee(s) will allow the Project maintenance teams/ maintenance agency to have full access to and through his Plot and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.
- 15.22 That, subject to terms herein, the Allottee(s) acknowledges that upon possession of the Plot, the Allottee may, construct and carry out interior works in the Plot as per the requirement and use; provided no structural alterations or modifications are done in any common area or any other area except for the Plot. The Allottee shall ensure that no work carried out by him will in any manner affect the Plots of other owners or Common Areas. That the Developer shall not be liable to cure the defect or repair any damage caused to such interior works done by the Allottee (including but not limited to, replacement of appliances and fixtures and fittings provided by the Developer), as the same shall be solely borne by the Allottee.
- 15.23 In the event any damage is caused to other Plots or Common Areas, the Allottee shall solely be responsible for making good such damage at his own risk as to cost and consequences and shall keep the Developer indemnified at all times. Any internal works carried out in the Plot shall not cause damage to the Plot, electrical systems, plumbing and fire-fighting system. The operating electrical load of all appliances installed inside the Plot e.g. ovens, air conditioners, coolers, water heaters and convectors, microwave ovens, refrigerators, televisions, lighting and other fixtures, fittings and home appliances shall not exceed the electrical load provided for the Plot and shall not pose any risk or hazard of fire. Any damage caused to other Plots and the Common Areas due to such internal works shall be made good at the cost of the Allottee.
- 15.24 That In case of any natural calamity, Force Majeure or any other adverse situation of any kind after the Possession Letter, the Developer shall in no way be responsible for all or any of the losses/ damages of any kind.
- 15.25 The Allottee(s) acknowledges and understands that the Developer may seek additional documents and/or information necessary for the compliance under applicable laws or to validate/substantiate any information provided in this Agreement, which shall be provided by the Allottee(s) upon demand by the Developer.
- 15.26 That the Project shall always be known as “\_\_\_\_\_” and the same shall not be changed by any association or society of the Plot owners or any other persons but the Developer. Further, at all times, the name of the Project, Developer and their respective logos shall always be displayed at a prominent place in the Project. The copy right / trademark/property mark and all intellectual property (including the words “\_\_\_\_\_”), (whether registered or not) shall always remain and vest with the Developer and no person, including but not limited to the association/society shall have any claim or right of any nature whatsoever on the said intellectual property.
- 15.27 The Allottee agrees and confirms that any non-observance of the provisions of this Para shall entitle the Developer and/or the Maintenance Agency, to enter the Plot, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**M/s SHRI RAM RAJYAM**

**Buyer/s**

- 15.28 The Allottee(s) acknowledges that the allotment of the Plot in the Project is subject to the terms and conditions, restrictions and limitations contained in the Real Estate (Regulation and Development) Act 2016 read with the Uttar Pradesh Real Estate (Regulation and Development) Rules 2016 and the Uttar Pradesh Plot (Promotion of Construction, Ownership and Maintenance) Act 2010 read with The Uttar Pradesh Plot (Promotion of Construction, Ownership and Maintenance) Rules 2011 as amended from time to time (“**the Sale Deeds, Act and Rules**”).
- 15.29 The Allottee shall be entitled to rights and facilities as set out in this Agreement, subject to the rules and condition as may be laid down by the Developer and the Allottee agrees for the same.
- 15.30 The Allottee shall be entitled to make use of the common roads, passages and other common areas in the Project’ in common with other purchasers in the ‘Project’ and shall not cause any obstruction for the free passage and movement in such common areas. The Allottee shall not cause any obstruction for free movement of men, materials and vehicle in the internal roads, passages and any common areas by placing any materials/vehicles/articles or otherwise.
- 15.31 The Allottee shall have no power or authority to alter the nature of use of the said Plot.
- 15.32 The Developer is free to enter upon the said Plot for laying common services including electricity, water and sanitary connections and the Allottee shall not meddle with the same any time.
- 15.33 The Allottee shall pay common expenses for maintenance of the Project and shall pay, proportionate taxes and other expenses and outgoings in respect of the said Plot to the Developer/Association of Allottees, if any or to such person appointed to manage the same.
- 15.34 The Allottee shall not object to the enjoyment of the remaining plots by the other purchasers in the Project.
- 15.35 The Allottee shall pay the stipulated property taxes, assessment taxes, cesses, CAM charges, charges levied on streetlights, security, repair and maintenance and applicable taxes.
- 15.36 The Allottee shall follow the construction guidelines available on the website of the Developer for undertaking any construction on the said Plot. The Allottee shall at its own cost obtain all the Approvals as may be required for construction on the said Plot and the Allottee and all its contractors / agents / nominees shall ensure that the construction and development of the said Plot is carried out in accordance with the Applicable Law.
- 15.37 The Allottee shall not use the said Plot other than for residential purposes or for which it is taken and shall not use it for any illegal or immoral or non-residential purposes.
- 15.38 The Allottee shall not display boards or hoardings or neon signs or paintings on the said Plot in the Project.
- 15.39 The Allottee shall not sub-divide the said Plot.
- 15.40 The Allottee shall not use the said Plot or permit the same to be used for any purpose which in the opinion of the Developer causes nuisance or annoyance to the purchasers of other plots in the Project or to the owners or occupiers of the neighboring properties.
- 15.41 The Allottee shall abide by all the laws and regulations of the Government, and any other duly constituted Authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Agreement.
- 15.42 The Allottee/s shall not encroach upon any roads, parks and open spaces in the Project and shall keep the same free from any obstructions. The Allottee shall not trespass into other residential plots or areas not earmarked for common use.
- 15.43 The Allottee shall not throw debris/garbage used articles/rubbish in the common areas, parks and open spaces neighboring plots, roads and open spaces left open in the Project. The Allottee shall strictly follow rules and regulations for debris/garbage disposal as may be prescribed by the Developer/Association of Allottees maintaining the Common Areas and Facilities and/or Basic Infrastructure in the Project from time to time.
- 15.44 The Allottee shall not default in the payment of any common expenses, property taxes or levies to be shared by the owners or common expenses or CAM charges for upkeep and maintenance of the Project.

M/s SHRI RAM RAJYAM

Buyer/s

- 15.45 In the event the Allottee desires to sell/ transfer/ grant on lease basis, his/her/its right, title and interest in the said Plot under this Agreement to any third party/ lessee, the Allottee shall be entitled to do the same subject to obtaining a written consent for the same from the Developer and after payment of such administrative costs and charges as may be stipulated by the Developer from time to time.
- 15.46 As and when the association of the plot purchasers in the Project is formed, the bye-laws/ rules of such Association of Allottees in respect of sale/ transfer/ lease of the plot to a third party purchaser/ lessee shall be binding on the Allottee including payment of any fees/ charges as prescribed under such bye-laws.
- 15.47 In case the Allottee has availed a Loan, it shall be the responsibility of the Allottee to inform the Developer/ Association/ Organization, as the case may be, about the lien/charge of such bank(s)/financial institution(s).
- 15.48 The Allottee shall make use of the Common Areas and Facilities and/or Basic Infrastructure only in accordance with the purpose for which they are intended.
- 15.49 The Allottee agrees to comply with the possession policy and the permissible changes policy of the Developer as amended from time to time.
- 15.50 To pay to the Developer within 7 (seven) days of demand by the Developer its share of security deposit demanded by concerned local Authority or government for giving water, electricity or any other service connection to the Project.
- 15.51 The Allottee confirms that this Agreement is the binding arrangement between the Parties and overrides any other written and, or, oral understanding, including but not limited to the application form, allotment letter, brochure or electronic communication of any form.
- 15.52 The Allottee agrees and acknowledges that the Developer shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold plots without any consent/no-objection of any nature whatsoever in this regard from and payment of any transfer fees to the Association and such Allottee of such unsold plot/s shall deemed to be a member of the Association/ Organisation. Where consents and, or, permissions may be required from the Association/ Organisation pursuant to Applicable Law (illustratively, for electricity), the Allottee shall cause the Association of Allottees to issue such consents and, or, permissions forthwith on request.
- 15.53 The Allottee agrees and acknowledges that it shall forthwith admit any purchasers of plots in the Project and shall forthwith issue share certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold plots/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities and/or Infrastructure at par with any other member of the Association.
- 15.54 The Allottee is aware that various purchasers have chosen to buy plot(s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Developer has agreed to sell the said Plot to the Allottee on the premise that the Allottee shall conduct himself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the project and/or the Developer and/or the development. Any Allottee who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.
- 15.55 The Allottee undertakes to observe all other stipulations and rules which are provided herein in order to enable the Project to be well maintained and enable all purchasers/members to enjoy the usage of these areas as originally designed.
- 15.56 The Allottee is aware that the Allottee will be entitled to the FSI as per the relevant rules and regulations applicable at the time of Allottee submitting the construction applications to the concerned Authorities and the same shall, at all times, be restricted to that FSI only.

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**Buyer/s**

- 15.57 The Allottee is aware that while the Developer has obtained some of the Approvals for the Project, certain other Approvals (or amendments to current Approvals) may be received from time to time. Having regard to the above position, the Allottee has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard.
- 15.58 The Parties agree that the Developer may make amendments to the plans or layouts of the Project if required for the better execution of the Project or as may be directed by the competent Authorities in accordance with the provisions of Applicable Laws. The Allottee gives his consent for such change. The Allottee, for himself and with the intention to bring all persons into whose hands the said Plot may come, hereby covenants and undertakes as under:
- 15.59 The Allottee shall be entitled to rights and facilities as set out in this Agreement, subject to the rules and condition as may be laid down by the Developer and the Allottee agrees for the same.
- 15.60 The Allottee shall be entitled to make use of the common roads, passages and other common areas in the Project' in common with other purchasers in the 'Project' and shall not cause any obstruction for the free passage and movement in such common areas. The Allottee shall not cause any obstruction for free movement of men, materials and vehicles in the internal roads, passages and any common areas by placing any materials/vehicles/articles or otherwise. In case the Allottee has availed a Loan, it shall be the responsibility of the Allottee to inform the Developer/ Association of Allottees, as the case may be, about the lien/charge of such bank(s)/financial institution(s).
- 15.61 The Allottee agrees to comply with the possession policy and the permissible changes policy of the Developer as amended from time to time.
- 15.62 To pay to the Developer within 7 (seven) days of demand by the Developer its share of security deposit demanded by concerned local Authority or government for giving water, electricity or any other service connection to the Project.
- 15.63 The Parties agree that the Developer may make amendments to the plans or layouts of the Project if required for the better execution of the Project or as may be directed by the competent Authorities in accordance with the provisions of Applicable Laws. The Allottee gives his consent for such changes provided such changes shall not result in change in location of the said Plot, or reduction in the area of the said Plot more than 3% (three per cent) of the area of the said Plot. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Purchaser.
- 15.64 The Allottee shall along with the other plot purchasers of the said layout become a member of the Association of Allottees which shall be formed by the Developer, in accordance with the Applicable Law. The Purchaser/s shall sign and execute necessary declarations, forms and other papers and become member/s of such Association of Allottees. The Allottee shall within a period of 7 (seven) days from receipt of intimation from the Developer, pay a sum of Rs. [•]/- (Rupees \_\_\_\_\_ Only) towards society formation charges which is inclusive of share application money, entrance fees, legal charges for formation of Association of Allottees. The Allottee further covenants and unequivocally agrees to make himself /herself/itself available for execution of all necessary documents, forms, applications before the concerned Authorities in connection with the formation of the association of persons/ society/ condominium/ company. The Purchaser/s shall duly observe and comply with all the rules and regulations of such Association of Allottee provided such changes shall not result in change in location of the said Plot, or reduction in the area of the Plot more than 3% (three per cent) of the area of the said Plot. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Allottee.
- 15.65 The Allottee is aware of the applicability of Tax Deduction at Source (TDS) with respect of the said Plot. Further, the Allottee has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Developer, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
- 15.66 The Allottee expressly agrees that the Developer shall be solely entitled to claim any/ all the refundable amounts deposited by the Developer to various competent authorities during the entire course of construction of the said Project.

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- 15.67 The Allottee understands and agrees that in the event of paucity or non-availability of any material and/or brand the Developer may use alternative materials/ article and/or equivalent brand, but of similar good quality, natural stones, marbles, tiles susceptible to staining and variations in shade and pattern. The Developer shall not be held liable in any manner whatsoever for the same.
- 15.68 The Allottee is aware of the specifications as shown in the specification sheet are indicative only and that the Company may on its own provide additional /better/substitute specifications and /or facilities other than those mentioned in the specification sheet or sale brochures due to any reason like technical reasons or due to the popular demand or for the reasons of overall betterment of the Project/Said Unit or reasons of non availability. The proportionate cost of such changes will be borne by the Allottee(s) and there shall be no objection or claim in this regard from the allottee(s).

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

The Parties are entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project and Plot and in particular the Lease Deeds, Act and Rules. The Allottee/s(s) shall comply with all legal requirements for purchase of immovable property wherever applicable, after execution of this Agreement and sign all requisite applications, consents, declarations, NOCs, deeds, forms, affidavits, undertakings etc. as may be required for the purpose by the Developer/ Association of Allottees / Maintenance Agency and/ or as may be required by the authority and under applicable laws.

## **17 ADDITIONAL CONSTRUCTIONS:**

- 17.1 The Developer 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. PROVIDED THAT the Developer shall be entitled to seek changes in the approved layout plan and other approved drawings as per norms of the competent authority for such additional construction and development, to which the Allottee(s) shall have no objection and the Allottee(s) hereby extends its/his/her approval for the same.
- 17.2 That the Allottee(s) agrees and undertakes that in case at any stage further FAR of the Project is increased beyond the current applicable FAR of the Project permitted by the competent authorities, the Developer shall have the exclusive rights and ownership on such additional FAR beyond the current permissible FAR. The Developer shall have the sole discretion to utilize the additional FAR and such construction shall be the sole property of the Developer. The Developer shall be entitled to dispose of in any manner it chooses without any interference from the Allottee/s/s. The Allottee/s(s) acknowledges that he/she/it/they has/have not made any payment towards the additional FAR and shall have no objection to any such construction activities including addition of floors carried on the tower (in which the Plot is located) or anywhere in the Project. This right of the Developer shall however be subject to the related approvals of the Project and it being in compliance with the applicable laws.
- 17.3 The Allottee(s) acknowledges that the Developer has the right to undertake development as per applicable laws without any claim or objection from the Allottee(s). on the Project Land including on land earmarked as 'future expansion' as part of the Project, as per necessary sanctions and related project approvals that may be obtained from the competent authority. The Developer shall be entitled to dispose of in any manner it chooses without any interference from the Allottee(s).
- 17.4 The Allottee(s) further agrees and understands that as per (or due to changes in) Government policies, orders, rules, regulations, statutory provisions, additional construction may be permitted to be developed as part of the said Project Land / Project. Therefore, the Allottee(s) agrees and confirms that the Developer / its nominee shall at all times be entitled to construct and develop, as part of the Project, any additional construction on

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land earmarked as 'future expansion' as per necessary sanctions and related project approvals that may be obtained from the competent authority.

- 17.5 The Allottee(s) agrees and undertakes that he /she /it /they shall (i) not, at any time, put any hindrance / obstruction / interference in the construction / development of the remaining areas in the Project / Larger Project /future expansion / additional land parcels as part of the Project in any manner, and (ii) not object to the Developer's development / construction or continuing with the development of the Project Land / future expansion / additional land parcels, in any manner. The Allottee(s) further undertakes not to object or raise any claim, demand, etc., towards any inconvenience faced by him due to such construction / development activities. Further, the Allottee shall have no right to withhold any payments (i) on account of inconvenience, if any, which the Allottee(s) may suffer due to any development / construction activities or other incidental /related activities in the vicinity of the Plot or anywhere else in the Project, and/or (ii) on the ground that the infrastructure / facilities / amenities to be developed in the Project / Larger Project subsequently are not completed.
- 17.6 That Allottee(s) future development within the Project becomes possible which shall not be objected by Allottee(s) in recognition of the Developer having exclusive right to take up or complete such further development as belongings to the Developer notwithstanding the designation and allotment of any Common areas as Limited Common Areas or otherwise.
- 17.7 The Developer shall be entitled to seek changes in the approved layout plan and other approved drawings as per norms of the competent authority for such additional construction and development, to which the Allottee(s) shall have no objection and the Allottee(s) hereby extends its/his/her approval for the same.
- 17.8 It is clarified that the Allottee(s) shall not have right, title or interest on the additional construction / structure and/or additional buildings in and around the Project, which the Developer may construct in order to utilize the additional FSI, on the Project, as permitted by the competent authority(ies).

**18 DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

- 18.1 After the Developer executes this Agreement he shall not mortgage or create a charge on the Plot/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(s) who has taken or agreed to take such Plot/.
- 18.2 Notwithstanding the above the Developer shall have the right to raise loan/finance from any company, banks and/or financial institutions or any other lending parties by any mode or manner and for this purpose create mortgage of the Project Land, Project, Plot and/or receivables from the Project in favour of one or more such lending parties, subject to the condition that the said Plot shall be made free from such mortgage and encumbrance before the execution and registration of Conveyance Deed in favour of the Allottee(s). The Developer or such financial institution/bank as the case may be shall always have the first charge on the said Plot for all their dues and any other sums payable by the Allottee(s).  
The Allottee shall have no right to object if any action/step is taken by the Developer to raise finance. However, the Plot shall be released of all such mortgages and encumbrances created by the Developer before the execution and registration of Sale Deed/Conveyance Deed in favour of the Allottee(s).

**19 BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Developer does not create a binding obligation on the part of the Developer or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with

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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(s) and secondly, appears for registration of the same before the concerned Sub-Registrar \_\_\_\_\_ (specify the address of the sub-Registrar) as and when intimated by the Developer. However, the parties by mutual consent, shall be at liberty to extend such period of execution of the agreement as per requirement. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice/reminder to the Allottee(s) for rectifying the default, which not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

The allottee hereby confirms that they have understood the terms and conditions of this agreement and the conditions/ stipulations/ averments made therein shall remain binding on the allottee irrespective of execution of any further documents, act or deed.

**20 ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, Booking Forms, allotment letter, flat / builder buyer agreement, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot /building, as the case may be. The terms contained herein shall prevail over all other terms and conditions given/mentioned in brochures, advertisements, price list, sale documents etc. of the Project.

**21 RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties. The parties have specifically agreed to the additions made in the present agreement as compared to the format agreement contained under the Rules of UP RERA, the said additions have consciously been agreed to between the parties after due deliberations and the same are binding between the parties as amendment to the format agreement prescribed under UP RERA. The additions have been made in view of the peculiar nature of the project and as such the same are agreed to for the benefit of the project as a whole.

**22 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 Plot and the project shall equally be applicable to and enforceable against and by any subsequent allottees of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

The Allottee(s) may transfer/assign/endorse this Agreement or any interest in this Agreement and nominate any other Person/ body corporate in its place in respect of the said Plot, subject to the following conditions:

- 22.1 That the Allottee before making full payment and execution of sale deed cannot assign his rights, titles and interest in the Plot without the prior written consent of the Developer.
- 22.2 The transfer, assignment or endorsement of allotment by the Allottee(s) to any other Person/ body corporate in its place, shall also be subject to:
  - (i) Receipt of written request from the Allottee(s) by the Developer;

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- (ii) Clearing of all dues, payments, charges, deposits, etc., accrued interest on delayed payments, other costs and charges, Taxes and duties accrued as on the date of the transfer and obtaining the no-dues/objection certificate from the Developer with respect to the prevailing transfer charges, etc., as may be applicable;
  - (iii) Payment of the administrative charges / transfer charges prevalent at that time by the Allottee as prescribed by the Developer along with the applicable Taxes, if any, [The Developer at its sole discretion may however allow first transfer of the allotment before execution of conveyance deed free of cost. However, in case of any subsequent transfer the same shall be permissible on payment of a transfer fee of two per cent of the Total Price, or such other fee/charges as prevailing at the time of desired transfer];
  - (iv) Signing/execution by the Allottee of such documents/applications as may be required by the Developer;
  - (v) The Allottee obtaining no objection certificate / letter from the Developer, Maintenance Agency and other competent authorities, as the case may be;
  - (vi) The assignee / transferee agreeing to comply with all formalities in this regard and executing such other documents as may be required by the Developer; and
  - (vii) In case the transferor has secured any finance/loan against the Plot from any financial institution/bank, a 'No Objection Certificate' from the financial institution/bank.
- 22.3 Any change in the name of Allottee(s) (including addition/deletion) as registered/recorded with the Developer, shall be treated as substitution/transfer/assignment/ endorsement for the purpose of this clause and administrative charges as decide by the Developer shall be payable by the Allottee(s). The Allottee agrees that administrative charges for substitution of his/her/its family members including husband, wife and own children and real brother/sister etc., (where Alottee is a natural person) and group companies, subsidiaries, affiliates, associates, shareholders, partners etc., (where Allottee is a company, firm, or body corporate) shall be the same as for any normal substitution / transfer / assignment / endorsement. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other civil or evil consequences that may arise from such substitution.
- 22.4 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 Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.
- 22.5 In the event of death of the Allottee/Co-Allottee, the person on whom the rights of the deceased devolve by law of succession shall, within 30 days of devolution give notice of such devolution to the Developer. The person on whom the rights of the deceased shall devolve will be liable to provide to the Developer the requisite documents as required under the applicable law and also liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency or any other government agency.
- 22.6 Upon the expiry of 15 (fifteen) months from the date of execution of this Agreement, the Developer shall always have a first right to buy back the said Plot at the declared sale value. The sale consideration and the terms and conditions for the above said transfer between the transferor, (to whom the Developer had allotted), and the transferee shall be settled mutually between them. The Developer shall act as a facilitator, not having been financially benefitted and as such not liable for any consequences of such transfer.

**23 WAIVER NOT A LIMITATION TO ENFORCE:**

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- 23.1 The Developer may also, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan [**Schedule B**] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Developer in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other allottees.
- 23.2 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.

## **24 SEVERABILITY:**

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.

## **25 RAISING OF FINANCE BY ALLOTTEE**

- 25.1 In case the Allottee wishes to finance the purchase of his Plot/Plot in the Project through loan from his/her employer, bank and/or financial institution, the responsibility of getting the loan sanctioned and disbursed, as per the Payment Plan [**Schedule B**] will rest exclusively on the Allottee. Any kind of filing charges or processing fees etc., in relation to the said loan, shall be solely borne by the Allottee. The Developer may only facilitate the process without being liable to incur any cost or expense. The Allottee shall be solely responsible to get the loan sanctioned and disbursed in accordance with the agreed/opted Payment Plan [**Schedule B**]. The Allottee shall be solely responsible to ensure the disbursement of payment to the Developer. The Allottee shall be solely bound to comply the terms of the bank / financing institution and the Allottee shall indemnify the Developer from all consequences accruing on account of having financed the Plot. The Developer shall not be responsible for the repayment of such loan. The Allottee shall only be entitled to refund of the money after the clearance of the loan amount. The Developer at its discretion shall be entitled to refund the amount of loan from amounts deposited with it to the Bank/financial institution and such payment shall form due discharge of payment to the allottee .
- 25.2 In case the Allottee opts for a loan arrangement with any bank/financial institution for the purpose of purchase of said Plot, the conveyance of the said Plot in favour of the Allottee shall be executed only upon the Developer receiving 'No Objection Certificate' from such bank/financial institution.
- 25.3 Further the loan facility to be availed by the Allottee(s) from his/her employer or any Bank/Financial Institution/Agency to facilitate the purchase of the said allotted Plot, shall be subject to the following conditions:
- (i) The Allottee(s) shall take prior written permission of the Developer;
  - (ii) The Developer shall not be responsible or liable for the sanctioning and /or non sanctioning of the same in any manner whatsoever;
  - (iii) In such case the Allottee(s) shall ensure and confirm that the installments as stipulated in Payment Plan are paid on due dates as per Schedule B notwithstanding any delay in reimbursement of loan or non-sanction of the loan by the Bank/Financial Institution/Agency;

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- (iv) If the installments are not paid on due dates as stipulated in Payment Plan above, the Developer shall have right to proceed as per Para 9.3 above, notwithstanding anything contrary to this contained elsewhere;
  - (v) In case the Bank/Financial Institution/Agency makes the lump sum advance payment for the Total Price of Plot, the Developer shall not be liable to pay interest or any other charges to the Allottee(s) for receiving the payment before due dates;
  - (vi) In case of non-sanctioning of loan, the Allottee(s) shall ensure to pay the installments as per the payment plan from its own sources, failing which the Allottee(s) shall be governed by the provisions of Para 9.3 above;
  - (vii) the terms of the bank / financing institution / third party shall exclusively be binding and applicable upon the Allottee(s) only and the liability and responsibility towards such financial institutions, banks etc., shall be the solely on the account of the Allottee; and
  - (viii) the Allottee(s) shall be solely liable and responsible for repayment of loan facility and satisfaction of charge.
- 25.4 The Allottee(s) understands and agrees that the Developer shall always have lien / charge on the said Plot for all unpaid dues and outstanding amounts payable by the Allottee. The execution of conveyance deed of the Plot in favour of the Allottee(s) shall be subject to the Allottee(s) providing to the Developer a no objection certificate from such financial institution/Bank/NBFC in the form satisfactory to the Developer.
- 25.5 The Allottee(s) agree that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien or any mortgage/charge/security before or hereafter made/created by the Developer in respect of the Project/ Project Land and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof. Such charge, mortgage or encumbrances shall not constitute a ground for objection by the Allottee(s) or excuse the Allottee(s) from making the payment of the Total Price / other amounts / charges payable in respect of the said Plot or performing all other obligations by the Allottee(s) hereunder or be the basis of any claim against or liability of the Developer.
- 25.6 The Allottee(s) agrees that in the event of cancellation of the allotment of the said Plot, and termination of this Agreement, the Developer at its sole discretion from the amounts payable to the allottee shall be entitled to make payment to the lending bank / financial institution, and payment by the Developer to the lending bank / financial institution shall be deemed to be the fulfillment of obligation of Developer for refund of amount to the Allottee(s) under this Agreement. The Allottee(s) further agrees that it shall not create any hindrance, interference, claims, disputes etc., in respect of compliance by the Developer with its obligations under the said tripartite agreement.

## **26 RIGHT OF FIRST REFUSAL (ROFR)**

- 26.1 If the Allottee(s) (including any subsequent transferee of the said Plot) proposes to sell or transfer the said Plot to any Person (“Proposed Transferee”), then, the Allottee(s) shall first give an irrevocable written notice (hereinafter referred to as “ROFR Notice”) of 30 (Thirty) days (“Acceptance Period”) to Developer, whereby Developer shall have the absolute right but not obligation to buy / purchase the said Plot at the prevailing price determined in accordance with good market practices by the Developer. This safeguard is being provided for the purposes of ensuring safety of other allottees, for maintaining harmony and for proper and undisturbed development. The ROFR Notice shall state the details of the proposed transfer including, in particular, the details of the Proposed Transferee and the sale price.

**M/s SHRI RAM RAJYAM**

**Buyer/s**

26.2 Upon receipt of ROFR Notice, the Developer or Person nominated by Developer shall have the right to purchase the said Plot at the price indicated in the ROFR Notice or such price as is determined in accordance with the company policy in this regard and thereupon, the Allottee(s) shall be bound to sell the said Property to the Developer / its nominee(s). The Developer shall have the right to refuse the transfer of the Plot prior to the registration of the said flats at its sole discretion.

26.3 If Developer rejects the ROFR offer, the Allottee(s) shall be free to sell / transfer the Plot to the Proposed Transferee at the terms and price not below than those mentioned in the ROFR Notice.

**27 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

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

**28 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.

**29 FORCE MAJEURE**

The Developer shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is failure due to war, flood, drought, fire, cyclone, pandemic earthquake or any other calamity caused by nature and / or orders by any Court or other competent authorities, tribunal, commission, National Green Tribunal (NGT), board etc., directions of the various courts regarding the cost of land and any other aspect thereof, government policy, guidelines, bye laws, decisions, agitation by the farmers with respect to the acquisition of land or otherwise in relation to any other subject matter at the relevant time, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service, lack of skilled and unskilled labour and acute shortage of supply of material or any other reason beyond the control of the Developer etc., affecting the regular development of the real estate project . Further, the duration for which the force majeure clause is made applicable shall also include the time for re-mobilisation of the project. The non-performing party must make every reasonable attempt to minimize delay of performance. In the event of *force majeure* the Developer shall not be liable to make any payments towards the assured returns, equal monthly instalments (EMIs), payments under the subvention scheme or any other payments which could be due and liable to be made by the Developer as long as such *force majeure* conditions continue to exist and this clause shall have an overriding effect over this agreement in the case of occurrence of *force majeure*.

**30 PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in \_\_\_\_\_ after the

M/s SHRI RAM RAJYAM

Buyer/s

Agreement is duly executed by the Allottee(s) and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at the relevant Sub Registrar . Hence this Agreement shall be deemed to have been executed at Noida, U.P

**31 NOTICES:**

That all notices to be served on the Allottee(s) and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Developer by Registered Post at their respective addresses or by email or by tendering in person at their respective addresses specified below:

Name of Allottee: \_\_\_\_\_

Address: \_\_\_\_\_

(e-mail of Allottee(s)) \_\_\_\_\_

Developer name

\_\_\_\_\_ (Developer Address)

\_\_\_\_\_ (e-mail of Developer)

It shall be the duty of the Allottee(s) and the Developer to inform each other of any change in address in writing 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 Developer or the Allottee, as the case may be. That the address and e-mail id given in this Agreement shall be taken as final unless any subsequent change is intimated to the Developer in writing by the Allottee(s) through Registered / Speed Post letter/e-mail. All demand notice, letters, etc. posted at the given address/email shall be deemed to have been received by the Allottee.

**32 JOINT ALLOTTEES:**

That in case there are Joint allottees all communications shall be sent by the Developer to the Allottee(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the allottees. No transfer of the Plot shall be permitted to the allottees without the signatures of all the allottees.

**33 SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Plot or building, as the case may be, prior to the execution and registration of this Agreement for such Plot, or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee(s) under this Agreement or under the Act or the Rules or the Regulations made there under.

**34. INDEMNITY**

The Allottee/s named herein hereby expressly undertakes to indemnify and keep the Developer and its respective officers / employees fully indemnified and harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, decrees, orders etc. suffered or incurred by them arising out of, or due to, or in relation to, or caused by or attributable to or in consequence of any breach of any of the terms and conditions of this Agreement as also due to any of the Allottee's representations or warranties being found to be false or incorrect, or otherwise misleading or misconceived at any point of time or otherwise due to any

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**Buyer/s**

other act of omission or commission on the part of the Allottee / occupants of the said Plot. It is agreed that the Allottee shall be directly, absolutely and exclusively responsible for all costs, expenses, fines, penalties, decrees, awards and the like due to the failure to comply with the obligations stipulated herein or under applicable laws.

**34 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.

**35 DISPUTE RESOLUTION:**

- 35.1 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.
- 35.2 The Allottee(s) Agrees that in the event the Developer is required to respond to court order or other legal process for the complaints matter, dispute, litigation etc. raised by the Allottee(s) arising out of as a result of or in connection with this Agreement, and the said complaint, matter, dispute, litigation etc. is decided in favor of the Developer, then the Allottee(s) shall be liable to reimburse to the Developer all costs, expenses, losses or damages that may be incurred or suffered by the Developer for defending / contesting such complaint, matter, dispute, litigation etc.
- 35.3 Any dispute arising out of or in relation to this agreement shall be submitted to the sole jurisdiction of the courts of law in Uttar Pradesh as per the territorial jurisdiction.

**IN WITNESS WHEREOF** parties hereinabove named above set their respective hands and signed this Agreement for Sale at \_\_\_\_\_ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Please affix photograph and sign across the photograph
--

**M/s SHRI RAM RAJYAM**

**Buyer/s**

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Please affix  
photograph and sign  
across the photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Developer:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

Please affix  
photograph  
and sign  
across the  
photograph

**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\*or such other certificate by whatever name called issued by the competent authority.

SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE PLOT

SCHEDULE 'B' - PAYMENT PLAN

SCHEDULE 'C and D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PLOT)

ANNEXURE '1' - PLAN OF PROJECT LAND

ANNEXURE '2' - BREAKUP OF TOTAL PRICE

**M/s SHRI RAM RAJYAM**

**Buyer/s**

**SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE PLOT**

Plot Number	
Plot Type	
Area (sft/Sq.yrd)	
Area (sqm)	

**SCHEDULE 'B' - PAYMENT PLAN**

**PAYMENT PLAN**

\_\_\_\_\_ (Project Name)

Customer Code : \_\_\_\_\_

Customer Name : \_\_\_\_\_

Joint Applicant : \_\_\_\_\_

Payment Plan Name : \_\_\_\_\_

Customer Classification : N/A

Type : \_\_\_\_\_

Flat No : \_\_\_\_\_

Floor No. : \_\_\_\_\_

Tower : \_\_\_\_\_

Area : \_\_\_\_\_ Sq.ft

**M/s SHRI RAM RAJYAM**

**Buyer/s**

Basic Sale Price (BSP) & Rs.  
Other Charges

\* The above figures do not include Service Tax and will be charged as applicable.

\* It is clarified that all taxes, charge, cess, duty, levy include WCT, VAT, education cess, labour cess, Surcharge etc. on the project land, construction services/project cost, work contracts booking sale purchase of the Plot which may be imposed by the Government or other Statutory Authorities, shall be payable by the Buyer on pro-rata basis/ or on sales consideration extra over and above the price of said Plot.

\* Brick-work can be raised and completed floor wise in towers irrespective of completion of upper floors. In case brick work is completed in a particular floor first, then the demand of brick work can be raised earlier than the time schedule as mentioned in the payment plan.

**\*Disclaimer-**

Kindly be informed, if any typographical error in facts/figures stated in the document is found by the company or by the allottee. The same will be rectified as per official records existing in the company.

<b>SCHEDULE 'D' - SPECIFICATIONS – [PROJECT NAME]</b>

**M/s SHRI RAM RAJYAM**

**Buyer/s**

**ANNEXURE '1'- PLAN OF PROJECT LAND**

**M/s SHRI RAM RAJYAM**

**Buyer/s**

**ANNEXURE 2**

**M/s SHRI RAM RAJYAM**

**Buyer/s**