

“THE URBAN VILLAGE”

BUILDER BUYER AGREEMENT

By and between

EARTHCON CONSTRUCTIONS PVT. LTD. (ECPL)

(FIRST PART)

1. Mr./Mrs./Ms./M/s.: _____

&

2. Mr./Mrs./Ms./M/s.: N/A

(SECOND PART)

THIS BUILDER BUYER AGREEMENT (the agreement) is made at **Noida** on this _____ day of _____.

BETWEEN

Earthcon Constructions Pvt. Ltd. (ECPL) a company registered under the Companies Act, 1956 having its Registered Office at D-266, Defence Coloney, New Delhi – 110024 and corporate office at B-11, Sector-1, Noida, acting through its Authorized Signatory (hereinafter referred to as the “Company” which expression, unless excluded by or repugnant to the context or meaning thereof, shall mean and include its successors, subsidiaries, associates and assigns) the party of the **FIRST PART**.

AND

1. **Mr.** _____
Son of _____
Address: _____.

(Hereinafter referred to as the **Apartment Allottee(s)** which expression, unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her heirs, legal representatives, executors, administrators and successors) the party of the **SECOND PART**.

The **Developer** and **Allottee(s)** are hereinafter collectively referred to as the **‘Parties’** and individually as the respective **‘Party’**.

WHEREAS, U.P. Awas EvamVikas Parishad (“UPAVP”) under its Amrapali Yojna had invited bid/ tender and on the basis of the bidding held on 29.01.2011 has allotted vide Amended allotment letter no. 3436 dated 11.03.2011 to M/s. Earthcon Construction Private Ltd. (Developer) a piece of land bearing Plot No. E-1/ GH - 01, Sector –E-1, Amrapali Yojna, Hardoi Road, Distt. Lucknow, U.P., admeasuring (Amended) 24355.22 sq. mts. (approx.) (hereinafter referred to as the “Plot”) and the same Plot has been transferred in the name of Developer vide the

Applicant signature _____
Co-applicant signature _____

Lease Deed dated 29-09-2011 duly registered with the office of Sub-registrar-IV, Lucknow under vide Registration No. 12001, Book No. 01, Volume No. 8328 from Page 211 to 268 for the purpose of construction and development of a Residential Group Housing Complex.

AND WHEREAS the Developer, being a real estate developer has expertise, know-how and experience in the business of real estate development, construction of Multi-storied Housing & Commercial Complexes, infrastructural development and civil construction works and other related works. Therefore, the developer is sufficiently entitled to develop and construct Residential/Commercial complex on the land.

AND WHEREAS the Developer has decided and planned for development and construction of a Residential/Commercial complex on the land on the terms and conditions stated therein. The project is being launched by the Developer in the name and style of **'THE URBAN VILLAGE'**.

AND WHEREAS under the terms and conditions of the concerned authority and having obtained the requisite permissions and approvals, the Developer is fully authorized to book residential apartments in the project **'THE URBAN VILLAGE'**, and also to accept the deposit of monies received from the prospective allottees and further carry other activities concerning the project. The Developer has obtained the final layout plan approvals for the Project from Uttar Pradesh Awam Vikas Parishad (UPAVP). The Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the **Real Estate (Regulation and Development) Act, 2016** and other laws as applicable;

AND WHEREAS the Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority. (UPAVP) Authority at Lucknow on 31-07-2016 under registration no. **UPRERAPRJ9926**.

AND WHEREAS the Buyer has confirmed and assured the Developer prior to entering into this Agreement that he has read and understood the **Real Estate (Regulation and Development) Act, 2016, Uttar Pradesh Real Estate (Regulation & Development) Rules, 2016** as well as **Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act, 2010** including any other related laws and Acts and their implications thereof in relation to the various provisions of this Agreement and the buyer has further confirmed that he is in full agreement with the provisions of this Agreement in relation to **Real Estate (Regulation and Development) Act, 2016, Uttar Pradesh Real Estate (Regulation & Development) Rules, 2016 as well as Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act** and shall comply with the rule and laws, as amended from time to time, with the provisions of **Real Estate (Regulation and Development) Act, 2016, Uttar Pradesh Real Estate (Regulation & Development) Rules, 2016 as well as Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act**, or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter

AND WHEREAS as per the prevailing Building Byelaws and related Rules of the state of Uttar Pradesh (and any other law prevailing thereof the requisite approvals for development and construction of the residential/commercial complex at the said land has been applied by the developer, which is inter alia detailed in plans submitted with the competent authority, i.e. UPAVP. That in addition to the current available FAR the Developer shall also be entitled for any additional FAR which may be amended/enhanced by the Govt./ (UPAVP) Authority from time to time, as per the applicable laws. That in consonance with the said rights so vested in the Developer, the present booking and allotment is being affected in favour of the allottee(s), which has to be read accordingly by both the parties, for all intents and purposes.

AND WHEREAS the Developer can make any type of change in layout/elevation/design/floor plans/alteration in open spaces area/parking spaces etc. as and when required and deemed fit by the developer to utilize the enhanced/additional F.A.R., by changing the number of additional floors, additional towers, increasing the number of dwelling units / population density and the site layout plan, after getting the necessary approvals from the competent authorities, All rights in the areas of said future block(s) and in the areas arising out of revisions/alterations in the said building/complex shall vest exclusively with the Developer and the same can be sold/disposed of by the Developer without any hindrance whatsoever by the Apartment Allottee(s) individually or collectively, subject to the applicable Laws prevailing at that time and the guidelines issued by the concerned competent authority.

AND WHEREAS the requisite Agreement is being executed now incorporating the details embodied in the Application, terms and conditions of which shall form integral part of this Allotment unless superseded directly or indirectly, by anything contained in this Agreement.

AND WHEREAS in accordance to the terms of the Sale Deed of the said Plot, the developer is authorized to develop the project and for construction of Group Housing as per Building Plans approved/ to be approved by the U.P. Awam Vikas Parishad ("UPAVP") and also authorized to sell the dwelling units to their allottee(s) and also provide space for certain facilities. And the Allottee(s) has/have confirmed after due diligence on his/their part that he/they is/are satisfied with the competency of the Developer to enter in to this Agreement.

AND WHEREAS the Allottee(s) acknowledges that the Developer has readily provided all the information and clarifications as required by the Allottee(s) and the Allottee(s) has not relied upon and is not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company/developer, its selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said residential Apartment, being developed by the developer or the size or dimensions of the said Apartment or the rooms therein or any other physical characteristics thereof, the services to be provided to the Allottee (s), the estimated facilities / amenities to be made available to the Allottee(s) or any other data except as specifically represented in this Agreement and Application and that the Allottee(s) has relied solely on the Allottee's own judgment and investigation in deciding to enter into this Agreement and to purchase the Said Apartment.

AND WHEREAS the Allottee(s) has/ have applied vide application dated _____ for Registration/ Allotment of a residential Apartment in the said Group Housing Scheme after going through the documents made available to it and also being satisfied from the same.

Applicant signature _____
Co-applicant signature _____

AND WHEREAS in furtherance of the application being made, the Allottee(s) has/have been allotted apartment no. _____ having carpet area of _____ square feet, Balcony area of _____sq.ft & Super area is _____ sq.ft ,type _____, on ___ floor in [tower/block/building] no. ____ (“**Building**”) along with garage/closed parking no. N/A (Will inform subsequently) admeasuring N/A square feet in the N/A [*Please insert the location of the garage/closed parking*] in the complex “**THE URBAN VILLAGE**” to be developed at Plot No. E-1/ G.H. 01, Sector –E-1, Amrapali Yojna, Hardoi Road Distt. Lucknow, U.P, as permissible under the applicable law and of *pro rata* share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the said “**Apartment**” more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**)

AND WHEREAS the Allottee(s) has/have full knowledge of the applicable laws, notifications, rules and regulations applicable to the said Land/ Complex and is fully satisfied about the right, title and interest of the **Developer**. The Apartment Allottee(s) has/ have the specific knowledge that with the consent of the competent authority and as per permissible building byelaws, the building plans, designs, specifications, measurements, dimensions, location and number of the Said Apartment and/or Said Building, floor plans may be revised and that the Developer may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Developer, the government/ U.P. Awasth Evam Vikas Parishad (“UPAVP”) or any other local authority or body having jurisdiction from time to time, if required.

AND WHEREAS the Allottee(s) has/have understood that the **Developer** is entitled to execute this agreement. Further, the Allottee(s) has/have represented and warranted to the **Developer** that the Allottee(s) has/ have the power and authority to enter into and perform this agreement.

AND WHEREAS the Apartment Allottee(s) is/are aware that the expression “Allotment”, wherever used in the agreement shall always mean provisional allotment and will remain so till such time a formal Sale Deed/ conveyance Deed, as the case may be, is executed in favor of the Apartment Allottee(s).

AND WHEREAS this agreement constitutes the entire agreement and supersedes all previous arrangements and understanding between the parties concerning the matters as mentioned herein whether oral, written or implied.

AND WHEREAS the parties have agreed to the terms and conditions of sale/purchase of the apartment as set forth hereinafter:

NOW THEREFORE THIS AGREEMENT WITNESSTH AS UNDER:

ARTICLE 1

SALE

1.a. That the **Developer** hereby agrees to execute and/or cause to be executed the agreement to sell and the Sale Deed and transfer unto the apartment Allottee(s) and the apartment Allottee(s) hereof agrees to purchase apartment no. _____ having carpet area of _____ square feet, Balcony area of _____sq.ft & Super area is _____ sq.ft. Type _____, on ___ floor in [tower/block/building] no. ____ (“**Building**”) along with garage/closed parking no. N/A(Will inform subsequently) admeasuring N/A square feet in the N/A [*Please insert the location of the garage/closed parking*] in the complex “**THE URBAN VILLAGE**” to be developed at Plot No. E-1/ G.H. 01, Sector –E-1, Amrapali Yojna,Hardoi Road Distt. Lucknow, U.P, as permissible under the applicable law and of *pro rata* share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the said “**Apartment**” more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**).

1.b. That the Carpet Area shall mean and include the means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment, more specifically defined in Section 2 (k) of The **Real Estate (Regulation and Development) Act, 2016**. The apartment Allottee(s) hereby agrees to pay the Basic Price and other charges towards purchase of the apartment on the basis of Carpet Area. The Basic Rate (per sq. ft.) is firm, save and except as provided in this agreement. It is clearly understood by apartment Allottee(s) that all other facilities such as Shops, Club and other facilities and amenities shall always remain under the sole ownership of the **Developer** who will have the authority and power to use and / or transfer the same in any manner whatsoever but subject to the applicable Laws or notifications. The total carpet area of the flat may, during the course of construction, change marginally and same shall be not material one. If there is any change the Basic Sale Price of the flat may be increased / decreased depending upon the variation in the area / size of the flat.

ARTICLE 2

SALE CONSIDERATION

2.a Consideration: That in pursuance of the allotment of the said Apartment to the apartment Allottee(s), the Apartment Allottee(s) agrees to pay to the **Developer** a sum of Rs. _____/-(**Rupees** **Only**) towards sale consideration of the Apartment, (hereinafter referred to as the ‘Consideration’). The Sale consideration is inclusive of the Basic Price, EDC, and IDC as per current applicable rates, Preferential Location Charges, if any and use of space for Car parking as provided in the Payment Plan. In addition to the consideration amount the Allottee(s) further agrees and undertakes to pay GST as demanded by the developer in terms of applicable laws/guidelines.

2.b Booking / Registration Amount: An amount equivalent to booking money as mentioned in Annexure A of this agreement, of the consideration shall always be deemed to have been paid by the Apartment Allottee(s) as and by way of Earnest Money/Booking Money/Registration Amount.

Out of the total consideration as mentioned above the apartment Allottee(s) has already paid an amount of Rs. _____ /-(Rupees _____ **Only**) to the developer as part of booking / registration amount the receipt whereof the developer admits and acknowledges.

2.c Payments: The apartment Allottee(s) agree to pay the balance amount of the consideration in accordance with the stipulated Payment Plan annexed to this agreement as “**Annexure A**” along with the GST as applicable and amended from time to time. In the event the apartment Allottee(s) fails to pay the balance Consideration or delays the payment of any installment and or other charges, in accordance with the Payment Plan opted by the apartment Allottee(s) on or before the due date, the apartment Allottee(s) shall be liable to pay simple interest calculated @10% per annum of the outstanding amount from the next day of the Due Date for the period of delay. It is further agreed that the **Developer** shall adjust the amount received from the apartment Allottee(s) first towards the Interest, GST and other sums, if any, due from the apartment Allottee(s) under this agreement and the balance, if any, towards the Consideration payable under this agreement.

2.d Time is Essence: That the timely payment of each installment and other charges payable under the Agreement shall be the essence of this Agreement. It shall be incumbent on the apartment Allottee(s) to comply with the terms of the payments, payment schedule and / or other terms and conditions of Sale of the apartment as stipulated in the agreement.

2.e Earnest Money: An amount equivalent to Booking amount shall always be deemed to have been paid by the Apartment Allottee(s) as and by way of Earnest Money.

2.f Failure/Delay in Payment: In the event the Apartment Allottee(s) fails to pay any installment(s) with Interest within 120 days from the Due Date, the **Developer** shall have the right to forfeit the entire amount of Earnest money paid by the Apartment Allottee(s) and in such an event the Allotment of the said apartment shall stand cancelled and the Apartment Allottee(s) shall be left with no right or lien on the said apartment and the **Developer** at its own discretion would be free to allot the apartment to a third party. The amount paid, if any, over and above the Earnest Money/ registration amount shall be refunded by the **Developer** without interest after adjustment of Interest accrued on the delayed payment(s), brokerage, if any, and / or any other charges, dues from the Apartment Allottee(s) under this agreement. In case where the **Developer** has received less than 10% of the Sale consideration, the so far paid amount to the **Developer** will be forfeited and the developer shall be entitled to recover the balance unpaid amount of the said 10% earnest money. The Allottee shall be considered under a condition of Default, on the occurrence of the above events for the purpose of the RERA Act.

2.g Alteration in the Layout Plan and Designs:

- (i) The said project shall be developed and completed by the Developer in accordance with the sanctioned plans, layout plans and specifications as approved by the competent authorities. However, it is clearly understood by the Allottee(s) that in case for some reasons if there requires any changes due to architectural and structural reasons duly recommended and verified by an Authorised Architect or Engineer, then the **Developer** may, after proper declaration and intimation to the allottee and after getting proper approval from the concerned Authority, carry out changes, alterations, deletions or additions in the building/ layout plan including the change in location, Preferential Location, number of apartments/ floors, designs and specifications annexed hereto as “**Annexure B**” as well as the change in Description of Flat as mentioned in the Application form/article 1 (1.a) above as the **Developer** may consider necessary for utilizing the full FAR available and/ or as directed by the competent authority at any time till the grant of an occupation certificate. The Apartment **Developer**, subject to the approval and license, is fully entitled to make these changes which might entail increase in the number of floors and towers of the buildings and / or the height of the said building. It is understood that the issuance of occupation certificate for the said building / tower shall be conclusive evidence that the Building / Tower has been completed in accordance with the sanction plan.
- (ii) In case of any major alteration/modification resulting in more than 10% change in the Said Apartment or material change in the specifications of the Said Apartment, any time prior to and/or upon the grant of occupation certificate by the Developer's architect or by the competent authority, the Allottee(s) will be informed in writing by the Developer of such change and the difference in price of the Said Apartment to be paid by him/her or refunded to him/her by the Developer as the case may be. The Allottee(s) agree to inform the Developer in writing his objections, if any, to the changes within thirty (30) days from the date of such notice failing which the Allottee(s) shall be deemed to have given his consent to all the alterations/modifications. If the Allottee(s) object to such change in writing, within the permitted time the Developer decides to go ahead with changes, then the allotment shall be deemed to be cancelled and the Developer's only liability will be to refund the entire money received from the Allottee along with interest 10% interest per annum, which is approx. the present bank rate for financial instruments involving maturity period of more than three years and the Allottee agrees that the Allottee shall have no other claim or right to raise any claim or dispute of any nature whatsoever and the Developer shall be free to deal with/ dispose of the Said Apartment in a manner in which it may deem fit. Notwithstanding, the above no major changes shall be carried out with obtaining the proper approval and consent from the Competent Authority and in carrying out such alterations the Developers shall comply with the relevant Acts/ Rules.
- (iii) The specifications for the Apartment are shown in the specification sheet attached hereto (Refer the attachment as Annexure). The Developer may on its own provide additional/better specifications and/or facilities other than those mentioned in such specifications sheet, or sale brochures or due to technical reasons or due to popular demand or for reasons of overall betterment of the complex/individual unit. The proportionate cost of such changes will be borne by the Allottee(s) and shall be paid as and when demanded. No specific consent from the individual Allottee shall be taken for any such changes.

2.h Payment of cost: All costs, charges and expenses payable on or in respect of this agreement and on all other instruments and deeds to be executed pursuant to this agreement, including stamp duty, registration and other miscellaneous charges shall be borne and paid by the Apartment Allottee(s). The Apartment Allottee(s) agrees to pay any additional deposits, charges for bulk supply of electrical energy, any amount spent towards transformers, sub-stations or any transmission lines to the Group Housing Complex as may be demanded by the **Developer** from time to time until the complex has been handed over to the association of the residents(RWA) formed by the residents of the Apartments in the said project.

2.i Preferential Location Charges (PLC): That apart from the Basic Price the Apartment Allottee(s) shall be liable to pay fixed **Preferential Location Charges (PLC)** for certain Apartments in the complex in case the Apartment Allottee(s) opts for any such Apartment. However, if due to change in the layout plan or otherwise, the said apartment ceases to be preferentially located, the **Developer** shall be liable to refund the amount of preferential location charges paid by the Apartment Allottee(s), without any interest or compensation. Any amount being payable for the aforesaid reason shall either be adjusted against the last installment of the consideration or shall be paid directly to the Apartment Allottee(s) at the time of possession. Further, if in case of any of the aforesaid changes any further Preferential Location Charges become applicable against the unit of the Apartment Allottee(s), the Apartment Allottee(s) shall be liable to pay the same in accordance to the payment plan opted by him.

2.j Club Membership Registration Charges (CMRC):

- (i) That in accordance with the development plan of the complex if the **Developer** proposes to set up a club for the purpose of social activities, the Apartment Allottee(s) agrees to avail membership of this club. This club may be developed simultaneously to or after development of the said apartment / complex and for the membership of the club the Apartment Allottee(s) agrees to pay an amount of Rs **25000/- (Rupees Twenty Five Thousand Only)** as **Club Membership and Registration Charges (CMRC)**.
- (ii) On the club becoming functional, depending upon requirements of the members, the facilities available in the club and the other related matters regarding running and maintenance of the club, the Apartment Allottee(s) shall pay charges as prescribed by the **Developer** and / or the management of the club from time to time and the Apartment Allottee(s) also agrees to abide by rules, regulations and bye laws formulated for proper maintenance and operation of the club.

2.k Car Parking Space:

- (i) That the Apartment Allottee(s) shall be provided with _____ nos. of Car Parking Space (Open **Nil**/ Covered **Nil** / Stilt **Nil**) for exclusive use in the said complex but the Apartment Allottee(s) shall not have any ownership, structural or mechanical rights over the parking space allotted to him/her/them.
- (ii) It shall be a right to use the space for the designated number of cars only which shall stand automatically transferred with further the sale of apartment. All clauses of this agreement pertaining to allotment, possession, cancellation etc. shall also apply *mutatis mutandis* to the parking space allotted to the Apartment Allottee(s).

2.l Cancellation Process:

- (i) The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the RERA Act.
- (ii) Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, before the execution of the Builder Buyer Agreement, at any time, 10% of the unit cost being the processing cost shall be charged and balance, if any, shall be refunded without any interest.
- (iii) After the execution of the Builder Buyer Agreement, at any time, 15% of the unit cost being the processing cost shall be charged and balance, if any, shall be refunded without any interest.

2.m Transfer Process: In case the Applicant/ Apartment Allottee(s) desire transfer of the allotment/ownership of the unit, before registration/possession, an administration charge of Rs.100/- PSF shall be payable by the Applicant(s). However the Developer shall always have the exclusive rights to increase/ decrease the said administration charges at any point of time. Transfer of allotment/ownership shall be on the sole discretion of the Developer. All terms & conditions relating to transfer will be guided by the formal transfer policy of the Developer. However, the first transfer of the booking shall be done free by the Developer subject to the compliance of all other terms and conditions of the transfer policy.

2.n 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

ARTICLE 3

REPRESENTATION AND OBLIGATIONS OF THE DEVELOPER

That in case the Apartment Allottee(s) wants to avail of a loan facility from its employer or financial institution to facilitate the purchase of the unit applied for, the **Developer** shall facilitate the process subject however to the following terms:

- (i) The terms of the financing agency shall exclusively be binding and applicable upon the Apartment Allottee(s) only.
- (ii) The Apartment Allottee(s) hereby indemnifies the Developer against any / all the consequences accruing on account of having raised the finance by mortgage of the Apartment.
- (iii) The responsibility of getting the loan sanctioned and disbursed as per the developers' payment schedule shall rest exclusively on the Apartment Allottee(s). The Developer may only facilitate the process unconditionally. In the event of loan not being sanctioned or the disbursement getting delayed in any manner whatsoever, the payment to the **Developer** shall not be delayed by the Apartment Allottee(s). Any event of non-payment of the installment beyond the due dates will authorize the **Developer** to recover the interest on the late payments.
- (iv) The Tripartite Agreement between the Financial Institution, Apartment Allottee(s) and the **Developer** shall only be finalized after discussions and mutually agreed terms and conditions. The Developer shall be in absolute authority and power to get the same revised or to reject in case the same does not match with the policy requirements of the Developer and the Apartment Allottee(s) shall be solely responsible either to get such Tripartite Agreement revised accordingly or to arrange the finance from some other suitable financial institution. In case, anything in the Tripartite Agreement happens to be contrary to the terms and conditions of this agreement at any point of time, the terms and conditions of the present agreement shall always prevail.

The **Developer** has the right to raise finance, if required, from any bank/ financial institution/ body corporate and for this purpose create equitable mortgage of the said land in favor of one or more of such institutions / agencies and for such an act the Apartment Allottee(s) shall not have any objection and the consent of the Apartment Allottee(s) shall be implied for creation of such a charge during the construction / development of the complex. Notwithstanding the foregoing the **Developer** shall ensure that such a charge, if any, is vacated and the said land is free from any encumbrance before execution of the Sale Deed of apartment in favor of the apartment Allottee(s).

ARTICLE 4

POSSESSION OF THE UNIT

4.a. That the possession of the apartment is proposed to be delivered by the **Developer** to the Apartment Allottee(s) on or before 31-07-2020, subject to force majeure circumstances which are beyond the control of the **Developer**, and upon registration of Sale Deed provided all amount due and payable by the purchaser under this agreement have been paid to the **Developer** within the stipulated period. It is however, understood between the parties that the possession of various blocks/ towers comprising in the complex shall be ready and complete in phases and after the completion the apartment shall be handed over to the purchaser of different towers.

It is agreed that the **Developer** shall be entitled to reasonable extension of 6 months in time stipulated for delivery of possession of the apartment because of any default or negligence attributable to the apartment allottees in fulfillment of obligations under this agreement.

4.b. The Developer hereby agrees to compensate the Apartment Allottee(s) @ 10% of the received amount per annum for any delay in handing over the possession of the unit beyond the given period adding the grace period of 06months in lieu of any unforeseen circumstances. The compensation amount will be calculated after the lapse of the above mentioned Grace period up-to the date of application to obtain the Completion Certificate and shall be adjusted/ paid at the time of possession. However, the compensation is only applicable subject to the condition that no payments are left due to the Apartment Allottee(s) against installment or any other charges.

4.c. That If the Developer fails to complete or is unable to give possession of an apartment, within the given and agreed time frame, then the Developer shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by Developer in respect of the said apartment, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under the relevant acts.

Upon intimation / notice to have possession, the Apartment Allottee(s) shall himself or through its attorney take delivery of the apartment within the time stipulated. In the event the Apartment Allottee(s) fails/ neglects to accept and take delivery of the apartment within such time as may be notified in the notice, the Apartment Allottee(s) shall be liable to pay Holding Charges @ Rs. 5/- per sq.ft. of the super area per month, for the period the Apartment Allottee(s) does not take actual physical possession of the apartment.

4.d. Upon taking over the delivery of the apartment, the Apartment Allottee(s) shall not be entitled to put forward any claim against the **Developer** in respect of any item or work in the said apartment which may be alleged not to have been carried out or completed for any reason whatsoever.

4.e. The Developer shall be entitled to forfeit the Earnest Money along with any other Non-Refundable Amount in case of non-fulfillment/breach of the terms and conditions of the Builder Buyer Agreement herein including withdrawal of the Application, and also in the event of the failure by the Allottee to sign and execute with the Developer, the sale deed, within three months of the date of the offer of possession by the developer or any such period as agreed by the Developer, upon expiry of which the Allottee shall be left with no lien, right, title, interest or any claim of whatsoever nature in the said Apartment. The Developer shall thereafter be free to resell and/or deal with the said Apartment in any manner

whatsoever. The Developer shall at all times have the first lien and charge on the Said Apartment for all its dues payable by the Allottee to the Developer. If the amount deposited/paid by the Allottee is less than the Earnest Money and other Non-Refundable Amount then the Allottee agrees and undertakes to make the payment of the difference forthwith at the first written request from the Company.

4.f. The ownership of "Independent Areas" shall vest with the Developer. The Developer shall be free to dispose of the same on such terms and conditions as it may deem fit. The Allottee shall not have any right to interfere in the manner of booking, allotment and finalization of sale/transfer of the above said independent area is or in the operation and management including, but not limited to creation of further rights in favour of any other party by way of sale, transfer, sub-lease, collaboration, joint venture, operation and management or any other mode including transfer to government semi-government, any other authority, body, any person, institutions, trust and/or any local bodies which the Developer may deem fit in its sole discretion without any interference from any of the allottees of the complex.

4.g. The Apartment Allottee(s) understand if for any reasons, the Developer is not in a position to finally allot the Said Apartment by the date of completion, the Developer shall refund the amounts deposited by Allottee(s) with simple interest at the rate of 10% per annum which is approximately the present bank rate for financial instruments involving maturity period of more than three years, calculated for the period such amounts have been lying with the Developer for which the Allottee(s) will give notice to the Developer, as per above.

4.h. **CONVEYANCE OF THE SAID APARTMENT:** The Developer, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate or any other document of like nature. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

ARTICLE 5

MAINTENANCE

5.a Maintenance Charges: The Apartment Allottee(s) hereby agrees and undertakes to pay the maintenance charges for a period of 24 months in advance to the Maintenance Agency appointed by the Developer for upkeep and maintenance of various common services and facilities (excluding the internal maintenance of the Apartment) in the complex at the rate determined by the **Developer** or the nominated Maintenance Agency at the time of issuance of notice for possession. The Apartment Allottee(s) agrees to enter into a separate Maintenance Agreement with the Maintenance Agency or the Developer, as the case may be, prior to taking possession of the said apartment.

The scope of maintenance and general keep up of various common facilities within the Building shall broadly include Operation and maintenance of lifts, operation and maintenance of generators including cost of diesel, maintenance of firefighting systems, garbage disposal and upkeep of common areas, water supply, sewerage system and common area lighting.

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

5.b Interest Free Maintenance Security(IFMS): In addition to the above mentioned maintenance charges the Apartment Allottee(s) shall pay Rs 25/- per sq.ft. of the Super Area towards the Interest Free Maintenance Security Deposit in addition to the Sinking fund @ Rs. Nil/- per Sq. Ft. The Security deposit / sinking fund shall be payable before possession and shall be utilized for replacement, refurbishing, major repairs of plants, machinery etc. installed in the said complex or towards defrayment of expenses necessitated by any unforeseen occurrence involving expenditure in relation to the complex.

5.c Default in payment of Maintenance Charges: Any delay / default in payment of the maintenance charges will make the Apartment Allottee(s) liable to pay the Interest @ 18% per annum for the period of delay. Further, In the event of default in payment of the Maintenance charges, it shall not be open to the Apartment Allottee(s) to claim any right of use of the common facilities and that the **Developer**, in its sole discretion, shall be entitled to stop the user of such common facilities by the Apartment Allottee(s) / Occupant of the apartment. The user of such common facilities shall be permitted as soon as the default of payment(s) is rectified. Regular payment of the maintenance charges is therefore the essence of right to avail and use the common facilities.

5.d Internal Maintenance /Insurance: That it is understood by the Apartment Allottee(s) that the internal maintenance of the apartment as also insurance of the articles kept in the apartment shall always remain the responsibility of the Apartment Allottee(s).

5.e. Failure of Allottee to take Possession of [Apartment/Plot] Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in Article 4, such Allottee shall continue to be liable to pay maintenance charges as applicable.

ARTICLE 6

RIGHTS AND OBLIGATIONS OF THE APARTMENT ALLOTTEE(S)

6.a Electricity Supply: Single point electric connection will be taken for the said project from UPPCL(Uttar Pradesh Power Corporation Ltd.) or any other source which is available and will be distributed through separate meters to all allottees through pre-paid system. Electricity consumption charges will be as per UPPCL (Uttar Pradesh Power Corporation Ltd.) norms, line loss or the tariff as may be decided by the Developer/ its Agent from time to time. The tariffs so decided may/ may not be limited to the rates charged by the concerned electricity board.

Charges for installation of the electric meter for individual Apartment, Allottee(s) shall pay Rs. 15,000/-(Rupees Fifteen thousand only) per KVA to the developer. The Allottee further agrees that the arrangement of being supplied the power to individual Allottee shall be provided by the Developer or its agent only through a separate energy distribution agreement, directly or through the Developer's agent.

It is further agreed by the Allottee that the Developer shall have sole right to select the site for installations, determine the capacity and type of power generating and supply equipment, after taking diversity factor into consideration, as may be deemed necessary by the Developer. It is also understood that the said equipment may be located anywhere in the complex. Till such time the necessary power connection is transferred to the respective society/association of apartment owners, the distribution of power/power back up/energy system shall continue to vest with the Developer. For any reason whatsoever, if any malfunctioning in these installations is observed, the Developer shall be responsible to get the same set right within a reasonable time, but shall not under any circumstances or in any manner be responsible for it, nor shall be liable for any civil or criminal liability in this regard.

6.b Power Backup: That the **Developer** shall install additional equipment's for power backup in the said complex at no additional installation cost to the Apartment Allottee(s). It is however accepted by the Apartment Allottee(s) that the availability of the said power backup facility shall be subject to regular payment of consumption charges by the Apartment Allottee(s) towards the said facility.

6.c Fire Safety: That at present the fire safety measures in the complex and the apartment have been provided as per existing Fire Safety norms. If however, due to any subsequent Central or Local Legislation / Government Regulation / orders or directives or guidelines or any change in the existing guidelines or the Government orders it becomes obligatory on the **Developer** to undertake additional Fire Safety measures, it is consented by the Apartment Allottee(s) that he/she/they shall be liable to pay proportionate charges in respect thereof.

6.d Express Rights: That save and except in respect of the Apartment to be allotted to the Apartment Allottee(s) the Apartment Allottee(s) shall have no claim, right, title or interest of any nature or kind whatsoever except the right of ingress / egress over or in respect of Complex, open space and all or any of the common areas and the basement of the complex.

6.e No Nuisance and Annoyance: That the Apartment Allottee(s) shall not use the Apartment for such activities, as are likely to be of nuisance, annoyance or disturbance to other occupants of the complex or those activities which are against law or any directive or order of the Government or the local authority. The Apartment Allottee(s) shall not store any hazardous or polluting articles/substances in the said apartment.

6.f Internal Security: It is expressly understood that the Internal Security of the Apartment shall be the sole responsibility of the Apartment Allottee(s).

6.g Signage: That the Apartment Allottee(s) shall not display any name, address, signboard, advertisement material etc. on the external façade of the apartment/tower as also the complex.

6.h Taxes and Levies: That all the taxes, levies, assessments, demands or charges levied or leviable in future on the land or the buildings or any part of the complex shall be borne and paid by the Apartment Allottee(s) in proportion to the area of the apartment.

The Apartment Allottee(s) if an income tax assessee shall furnish his/her **Permanent Account Number (PAN)**.

6.i Alterations in the Apartment:

- (i) That the Apartment Allottee(s) shall not make any such additions or alterations in the apartment so as to cause blockage or obstruction in the common areas and facilities within the complex and / or to cause any structural damage or encroachment to the structure of the building in the complex.
- (ii) That the Apartment Allottee(s) shall not demolish any structure of the apartment or any portion of the same or cause to make any new construction in the apartment without the prior written approval and consent of the Developer or the Local authority if required. The Apartment Allottee(s) however, undertakes that it shall not divide/sub-divide the apartment in any manner. The Apartment Allottee(s) shall not change the color and structure of the external façade of the apartment.

6.j Change of Nominee(s):

- (i) That the Apartment Allottee(s) is entitled to get the name of his / her/their nominee, substituted in his/her place, with prior approval of the **Developer** provided the Apartment Allottee(s) has paid at least 50% of the total Sale Consideration and

cleared all dues till that date to the **Developer**, who may in its discretion permit the same or such conditions as it may deem fit and proper keeping in view the guidance issued by "UPAVP".

- (ii) That the Apartment Allottee(s) shall not assign, transfer, Sale or part with possession of the apartment without taking "**No Dues Certificate**" from the Maintenance Agency appointed by the **Developer** or Association as the case may be.

6.k Entry Regulations: For the purpose of security, the maintenance agency/ developer shall be free to restrict and regulate the entry of visitors into the Complex. The Apartment Allottee(s) shall permit the developer / maintenance agency or their representatives when so required to enter his/her/their apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, and that such entry is at a time convenient to both the Developer / Apartment Allottee(s). In case of an emergency, such right of entry shall be immediate.

6.l Registration of Address: That in case of joint Allotment, all communications, demand notices etc. shall be sent by the **Developer** to the Apartment Allottee(s) whose name appears first and at the address given by him/her which shall for all purposes be considered as served on all the Apartment Allottees and no separate communication shall be sent to the other named Apartment Allottees. It shall be the responsibility of the Apartment Allottee(s) to inform the **Developer** by Registered A.D. / Courier / E-mail about all subsequent changes in his/her/their address, if any, failing which all demands, notices, letters etc. posted at the address recorded earlier shall be deemed to have been received by him/her/them at the time when those should ordinarily reach such address.

6.m Association of Owners: That the Apartment Allottee(s) undertakes to become a member of the association of Owners as may be formed by the **Developer** on behalf of the Apartment Owners or amongst the allottee(s) themselves and to pay any fee or subscription charges thereof and to complete such documentation and formalities as may be required and / or deemed necessary by the **Developer** for this purpose failing which, the same shall be treated as unpaid portion of the consideration payable by the Apartment Allottee(s) herein for the said Apartments and the Sale Deed of the Apartment may be withheld by the **Developer** till full payment thereof is received by the Developer/ Maintenance Agency. The Apartment Allottee(s) shall from time to time sign all applications, papers, documents, Maintenance Agreement and all other requisite papers as may be required by the **Developer** in pursuance to this transaction and to do all acts, deeds and things as the **Developer** may require for safeguarding the interests of the **Developer** and other Apartment Allottees in the complex. That the said Association shall also comply with all rules and regulations as formulated by the competent authority time to time.

6.n Compliance with the Law: The Allottee is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost.

6.o. Defect Liability: It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale 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, 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 relevant Act/Rules.

6.p. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 6.n. above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment 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 Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee 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 Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee 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 shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

ARTICLE 7

INDEMNITY

The Apartment Allottee(s) hereby agrees that it shall abide by the terms and conditions of the Agreement and the applicable laws and should there be any contravention or non-compliance of any of the provisions of the Agreement or the applicable laws, the Apartment Allottee(s) shall be liable for such act. If any loss is occasioned due to the act of the Apartment Allottee(s), the Apartment Allottee(s) shall indemnify the **Developer** for such an act which has occasioned the loss.

ARTICLE 8

GENERAL

8.a Stamp Duty: The stamp duty and other related expenses on the execution of the Sale Deed in pursuance to this agreement shall be borne by the Apartment Allottee(s) and shall be paid to the **Developer** on demand on offer of possession.

8.b Force Majeure: That however, if the completion of the Apartment is delayed for reasons 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 real estate projects ("Force Majeure ") or circumstances beyond the control of the **Developer** or because of any notice or order of the Government including but not limited to slow down, strike, civil commotions or by reasons of war, enemy or terrorist action or an act of God, any natural or any reason beyond the control of the **Developer**, the **Developer** shall be entitled to a reasonable extension of time in the agreed date of delivery of possession of the apartment.

8.c Abandonment of the Project: That in case of abandonment of the Project for Force Majeure reasons, the liability of the **Developer** shall only be limited to the refund of the total amount paid by the Apartment Allottee(s) adding the simple Interest as applicable calculated per annum.

That In case of any natural calamity or any other adverse situation of any kind after possession, the Company shall in no way be responsible for all or any of the losses/ damages of any kind. The Allottee(s) of Apartments, shops, convenient stores, saloon, restaurants/bar and kitchen shall be entitled to their proportionate interest in the land underneath the Said Building (in which the same are located), calculated in the ratio of saleable area of the Allottee to the total saleable area of the Said Complex.

8.d Execution of Sale Deed: That the **Developer**, through its authorized person, shall be authorized to execute the Sale Deed and cause it to be registered in favor of the Apartment Allottee(s) after completion of construction of the Apartment and after receipt of the full Consideration and / or other dues and other charges mentioned in this Agreement from the Apartment Allottee(s).

8.e Continue Construction: The Apartment Allottee(s) agrees and undertakes that before or after taking possession of the apartment or at any time hereafter, he/she/they will have no right to object the **Developer** constructing or continuing with the construction of the other Building/Tower/Blocks adjoining to the Building where the said apartment is situated. It is further clarified that the Developer is not constructing any apartment as a contractor of the Allottee(s) but on the other hand Developer is constructing the Complex as its owner and the sale shall be affected only after the actual completion of construction/finishing/handing over of the Apartment after execution of the sale deed. The Developer continues to have first lien and charge on the apartment for all its dues that may become due and payable by the Allottees(s) to the Developer.

8.f Foreign Exchange Management Act (FEMA):

- (i) That the Apartment Allottee(s), if resident of outside India, shall be solely responsible to comply with the provisions of the **Foreign Exchange Management Act 1999 (FEMA)**, and / or all other necessary provisions as laid down and notified by the Government or concerned Statutory Authorities including Reserve Bank of India from time to time, including those pertaining to remittance of payment(s) for acquisition of immovable property in India. The Apartment Allottee(s) shall also furnish the required declaration to the **Developer** on the prescribed format, if necessary.
- (ii) 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 and Rules and Regulations made thereunder or any statutory amendment(s,) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law.
- (iii) The Allottee 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- (iv) The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws.

8. f.2 Third Party Payments The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

8.g Declaration: That the **Developer** shall file the Declaration in respect of the Complex part or whole in accordance with the provisions of the "UP Apartment Ownership Act 1975" and shall also do the requisite as mandated under **Real Estate (Regulation and Development) Act, 2016** and **Uttar Pradesh Real Estate (Regulation & Development) Rules, 2016** and any up to date amendment thereof or any other Act or rule in force at the time and cause the same to be registered as required by law. The Apartment Allottee(s), as and when required, shall sign and execute any/ all such documents/ forms/ affidavits as are/ shall be requisite in accordance to the said Act.

The interest, in the Limited Common Areas, Common areas, Independent areas and facilities and undivided interest of each Allottee in the land underneath the building as decided by the Company or else specified by the Company in any declaration (which may be filed by the Company in compliance of the Act) shall be conclusive and binding on the Allottee. The Allottee agrees and confirms that the rights, title and interest of the Allottee in the Said Apartment, Limited Common Areas, Common areas, Independent areas and facilities and the undivided interest underneath the building shall be limited to and governed by what may be decided or specified by the Company in such declaration. The Allottee agrees that the Company may in its sole discretion and for the purpose of complying with the provisions of the applicable act as amended up to date or any other applicable laws can substitute the method of calculating the undivided proportionate interest in the land underneath the Said Building and in Common areas and facility and independent areas in any declaration with respect to Said Apartment.

8.h Breach: Should the apartment Allottee(s) fail to perform or observe all or any of the stipulations contained herein, the **Developer** shall have the right to terminate the Agreement and the Earnest Money along with the accrued interest on delayed payment till the time of breach, brokerage if any, shall be retained by the Developer.

8.j Dispute Resolution: All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016 and Uttar Pradesh Real Estate (Regulation & Development) Rules,2016 or any other law being in force at that time.

8.i Applicable Law and Jurisdiction: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force. That the honorable Courts at Noida (Gautam Budh Nagar) and Allahabad High Court shall have the jurisdiction in all matters arising out of and / or concerning this transaction.

8.k Notice: Any notice or letter of communication to be served on either of the Parties by the other shall be sent by pre-paid recorded delivery or Registered Post or Fax or by E-mail at the address shown at recital of the agreement (Marketing Office) and shall be deemed to have been received by the addresses within 72 hours of posting or 24 hours if sent by Fax or by electronic mail (E-mail). However, any change in the address of the Apartment Allottee(s) shall be communicated to the **Developer** via Registered Post / Courier / Email within 07 days of such change of address. The Apartment Allottee(s) shall be liable for all the consequences flowing from non-observance of this clause.

8.l Entire Agreement: This agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements oral, written, or implied concerning the transaction. The terms and conditions of this agreement shall not be changed or modified except by written amendments duly agreed between the Parties. The terms and conditions and various provisions embodied in this agreement shall be incorporated in the Sale Deed and shall form part thereof to the extent those are necessary or required.

8.m Waiver: That the failure of either Party to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provision or the right thereof to enforce each and every provision.

8.n Further Assurance: 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.

8.o Severability: If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder or the applicable law, 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.

8.p Amendment: This Agreement may only be amended through written consent of the Parties.

ARTICLE 9

TERMS OF THE U.P. Awas Evam Vikas Parishad ("UPAVP")

9.a That the project is being executed by the Developer on Land being allotted to the Developer through registered Lease Deed for development of the Group Housing project on the said land. The Sale Deed of the individual unit will be executed in favor of the Apartment Allottee(s) the **Developer**. That upon the execution of the deed in favor of the Apartment Allottee(s) will be bound by the terms of the **UPAVP**, given in Lease Deed as well as the terms and conditions enumerated in the **Real Estate (Regulation and Development) Act, 2016 and Uttar Pradesh Real Estate (Regulation & Development) Rules, 2016**. That upon the execution of the deed in favor of the Apartment Allottee(s) will be bound by the terms of the given in Sale Deed as well as the **Real Estate (Regulation and Development) Act, 2016 and Uttar Pradesh Real Estate (Regulation & Development) Rules,2016**.

9.b That all taxes or charges present or future on Land or on building levied by any authority from the date of Booking shall be borne and paid by the Apartment Allottee(s). However, so long as each unit of the said complex is not assessed separately for the taxes, all the Apartment Allottee(s) shall pay proportionate share of the taxes assessed on the whole complex.

9.c That the **Developer** shall be responsible for providing internal services within the complex which include laying of roads, water lines, sewer lines, electric lines. However, external services like water supply network, sewer, storm water drains, road electricity outside the complex to be connected to internal services are to be provided by the Development Authority as the case may be.

9.d That all the terms and conditions of development of the said Land by the Development Authority, as the case may be, will be *mutatis and mutandis* applicable to the Apartment Allottee(s).

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

DEVELOPER:

I/We hereby accept the allotment on the terms and Conditions mentioned herein above.

For, Earthcon Construction Pvt. Ltd

SIGNED AND DELIVERED

(Authorized Signatory)

APARTMENT ALLOTTEE(1)

Paste Photo of
First Allottee
Signed Across

APARTMENT ALLOTTEE(2)

Paste Photo of
Second Allottee
Signed Across

Applicant signature _____
Co-applicant signature _____

Witnesses with Father name and Address

1. Signatures

Mr./Mrs./Ms./M/s.: _____

S/D/W of - _____

Address: _____

2. Signatures

Mr./Mrs./Ms./M/s.: _____

S/D/W of - _____

Address: _____

Applicant signature _____
Co-applicant signature _____

Annexure–B

TENTATIVE SPECIFICATIONS FOR STANDARD FLATS

SPECIFICATIONS

STRUCTURE	:	Earthquake Resistant R.C.C. framed structure as per Seismic Zone-3.
FLOORING	:	Laminated Wooden Flooring in Master Bedroom/Vitrified Tiles in Other Bedroom/Drawing/Dining/ All Stairs and Corridors with Marble/Kota Stone Flooring. Anti-skid Tiles in Bathroom & Balconies
PAINTING	:	Permanent Finish/ Texture Paint for external. Oil bound distemper in entire flat.
KITCHEN	:	Well-furnished slabs are Granite Stone with Stainless Steel Sink and drain board. Glazed tile Dado on wall up to 2ft. over counter.
BATHROOM	:	Equipped with parryware/ Hindustan/ Euro or equivalent Washbasin and WCS. Chrome plated tap fittings of reputed make.
ELECTRICAL	:	Electrical (Copper) Wiring as per ISI standards with Modular Switches. Circuits with MCBs of Approved Make. TV & Telephone Points in Every Room.
DOORS	:	Marandi Wood door frames with skin molded flush door.
WINDOWS	:	Window frame and shutters in aluminums/UPVC
POP	:	POP punning & Cornices in Entire Flat.

Note: All buildings layouts, specifications etc. are tentative and subject to variation & modification by the developer/architect/authorities sanctioning such plans.

Applicant signature _____
Co-applicant signature _____

AFFIDAVIT

I/, _____, S/D/W/o Sh. _____, and R/o _____ and **N/A**, S/D/W/o Sh. **N/A**, and R/o **N/A**, both jointly and severally do solemnly affirm and declare as hereunder: -

1. That I have booked a flat bearing No. _____ in the project under the name and style of '**THE URBAN VILLAGE**' being developed/ developed by Earthcon Constructions Pvt. Ltd. at Plot No. E-1/ G.H. - 01, Sector -E-1, Amrapali Yojna, Hardoi Road Distt. Lucknow, vide Application Form/ Customer Relationship No._____.
2. That the Builder Buyer Agreement pertaining to the aforesaid booking has already been executed between/ amongst me/us and the Company dated _____/ is yet to be executed.
3. That I/we have thoroughly gone through all the requisite details relevant to the aforesaid project including but not limited to the rights and titles, layouts, designs, specifications, common facilities, common areas, limited common areas, independent areas, materials, types of fittings and fixtures to be used, FAR, undivided interest in the land underneath, and all the liabilities, charges and interests pertaining to the said land, project and apartment(s).
4. That I/we are well aware that the Floor Area ratio of the said project, at any time, before or after the handover of possession of the apartments, may be increased/ additionally awarded by the concerned authority up to an extent as the concerned authority may deem fit.
5. That I/we shall have no objection if the Company utilizes the increased FAR awarded to it and continues with the relevant construction and development at any time before or during the apartment being in my/ our possession.
6. That I/we understand and hereby agree to the fact unconditionally that the undivided interest in the land/ common facilities may change in case of the utilization of the additional/ available FAR by the Company and I/we have no objection of any kind whatsoever therein.

DEPONENT

VERIFICATION Verified at _____ on this Day of _____20____, that the contents of my above affidavit as stated from Para No. _____ to _____ are true and correct. No part of it is false and nothing material has been concealed therefrom.

DEPONENT

Applicant signature _____
Co-applicant signature _____

FORM "B"

(See Rule 6)

Undertaking by the person acquiring apartment (Under Section 10(b) of the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.

Office of:

Uttar Pradesh Awas Evam Vikas Parishad
104 MG Marg, Lucknow 226001 U.P.

I/we, _____ (Applicant) S/D/W/o. Sh. _____, R/o. _____ and (Co-applicant) N/A S/D/W/o. Sh. N/A, R/o. N/A have acquired apartment no. _____ in the property 'THE URBAN VILLAGE' by way of gift, exchange, purchase or otherwise or taking lease of an apartment from M/s. Earthcon Constructions Pvt. Ltd. I/we hereby undertake to comply with the covenants, conditions and restrictions subject to which the said apartment was owned by the aforesaid M/s. Earthcon Constructions Pvt. Ltd. before the date of transfer.

Further, I/we shall be subject to the provisions of The Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.

In presence of Witness:

1. _____

2. _____

Signature (Applicant)

Signature (Co-applicant)

Applicant signature _____
Co-applicant signature _____