

AGREEMENT FOR SALE / LEASE

This Agreement for Sale / Lease ("Agreement") executed on this _____
(Date) day of _____ (Month), 20____.

By and Between

M/s _____, a Developer duly constituted and registered under Companies Act, 1956, having its registered office at DSC – 319, DLF South Court, Saket, New Delhi – 110017 and its Corporate Office at _____ (PAN _____), represented by its authorized signatory _____, Aadhar No. _____) authorized vide Board resolution dated _____, hereinafter referred to as the "Developer" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns).

(If the Allottee is an individual)

Mr./Mrs./Ms. _____ (Aadhar No. _____), PAN _____, S/o/D/o/W/o _____ residing at _____, 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).

(If the Allottee is in Joint Name)

Mr./Mrs./Ms. _____ (Aadhar No. _____), (PAN _____ S/o/D/o/W/o _____ a _____ aged about years _____, residing at _____ jointly with Mr./Mrs./Ms. _____ (Aadhar No. _____), PAN _____ S/o /D/o / W/o _____ aged about years _____, residing at _____ (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).

(if the Allottee is an Company)

M/s _____ 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 _____ and its corporate office _____ (PAN _____), represented by its authorized signatory _____ (Aadhar No. _____) 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 is a Partnership firm)

M/s _____, a partnership firm registered under the Indian Partnership Act, 1932, 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).

(If the Allottee is HUF)

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

:

AND WHEREAS, the Developer has acquired a piece of land bearing Plot No. _____ vide sub-lease executed on 12.07.2010 & 16.07.2015 and duly registered in the office of Sub-Registrar-I, Noida vide Registration No. 2841 & 3714 dated 12.07.2010 & 16.07.2015 respectively area admeasuring 81213.25 Sq.Mtrs. for 90 years lease commencing from 12.07.2010 & 16.07.2015 on the terms and conditions contained in the said Lease from a Consortium namely M/s _____, to whom the New Okhla Development Authority has allotted a chunk of land in _____ for developing Township. The abovesaid land has been demised for the purposes of constructing and developing Group Housing Complex thereupon and for the allotment of Dwelling Units to the prospective buyers.

AND WHEREAS, the Developer has constructed Dwelling Units on the said plot as per the sanctioned lay-out/building plans, which have (hereinafter referred as to the "Project"). The project is developed in various phases, and the Developer has been granted a Completion Certificate in various Phases.

AND WHEREAS, the Developer has right to allot to its applicants/allottees, the Dwelling Units in the above said Housing Complex, including undivided proportionate share underneath the building/ tower in project land, common areas and facilities, appurtenant to the Dwelling Units on such terms, as decided by the Developer.

AND WHEREAS, The Allottee has applied for an apartment vide application dated _____ for the allotment of a residential unit in group housing project namely _____



AND WHEREAS, The Allottee has applied for an apartment vide application dated _____ for the allotment of a residential unit in group housing project namely "_____" situated at _____ herein after referred to as complex.

The Developer is pleased to allot you a Unit in the Complex (herein "Said Unit") as per details given below and in SCHEDULE A & C.

This allotment is subject to the terms and conditions of the Allotment Certificate & Agreement detailed below and shall prevail over all other representations, assurances, orally or otherwise, given in the brochures, advertisement, price list or in any other sale document and the same shall be binding upon the Allottee/s and the Developer.

You are requested to quote the Allotment No. as aforesaid in all future communications with us.

UNIT DETAILS

Unit No. _____; Floor _____; Type _____;
Block TOWER - _____; Total/Super Area: _____ Sq.Ft Carpet Area : _____ Sq.Ft
Side Terrace N.A Roof Terrace N.A Private Lawn N.A

Basic Price: Rs. _____/- (Rupees _____ Only)

Booking amount: Rs. _____/- (Rupees _____ Only)

S.No.	Receipt No.	Receipt Date	Total Amount

Allottee's hereby agree undertake to pay to the developer the balance/ remaining total price at prescribed in the payment plan annexed hereto unmarked SCHEDULE-D as may be demanded by the developer within the time and in the manner specified herein and/or within 30 days from the date of a written demand being made by the developer.

(The Allotment Certificate & Agreement is subject to realization of the booking amount cheque/draft)

(All calculations are based on 01 Sq.mt. = 10.764 Sq.ft. Area)

WHEREAS

- A. 1. The recitals, annexure/s and schedules to this agreement shall form an integral part of this Agreement.



2. In this Agreement, unless the context otherwise requires:

- a. Headings are for convenience only and shall not effect interpretation;
- b. Words denoting the singular number shall include the plural and vice versa;
- c. Words denoting any gender shall include all genders;
- d. Words denoting persons shall include bodies of persons and corporations and vice versa.
- e. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have, corresponding meanings.
- f. References to any Party shall include the party's successors and permitted assigns.
- g. References to any document shall be deemed to include references to it and to its appendices, annexure, exhibits, recitals, schedules and tables as varied from time to time.
- h. Documents executed pursuant to this Agreement form part of this Agreement.
- i. Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form.
- j. Reference to this Agreement to "Recitals" and "Clauses" are to the recitals and clauses of this Agreement.
- k. If there is any conflict in interpreting two or more clauses of this Agreement, same shall be interpreted harmoniously

B. The Allottee/s has been provided by the Developer with all the relevant information, documents, approvals, permission, licenses, site map and such other credentials with respect to the ownership, right, interest, competency etc. of the Developer. The Allottee/s has confirmed that he/she/they have examined the said documents, plans, site map etc., and are fully satisfied in all respects with regard to the rights, title and interest of the Developer in the land on which the Complex is being developed and have understood all limitations and obligations of the Developer in relation thereto.

C. The Allottee/s has confirmed to the Developer that it is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Complex and in particular, of the terms and conditions of allotment of the Said Unit by the Developer, and has clearly understood his/her rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement. The Allottee/s has relied solely on his/her/their own judgment, while deciding to execute this Agreement.

D That the Allottee(s) shall get his/he complete address registered with Developer at the time of booking and it shall be his/her responsibility to inform the Developer by registered AD letter about all subsequent changes, if any, in his/her address, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those ordinarily reach such address and the Allottee(s) shall be responsible for any default in payment and other consequences that might occur thereon. In all communications the reference of Apartment/ Unit booked must be mentioned clearly.



- E That in case there are joint Allottee(s), all communications shall be sent by the Developer to the Allottee(s) whose name appears first and at the address given by him/her for mailing and which shall, for all purpose be considered as served on all the Allottee(s) and no separate communication shall be necessary to be sent to the other named Allottee(s).
- F. The Developer, relying on the confirmations, representations and assurances of the Allottee/s to faithfully abide by all the terms and conditions and stipulations contained in this Agreement, has accepted, in good faith, its application to allot Said Unit in the Complex on the terms and conditions appearing hereinafter.
- G. The Allottee acknowledges that the Developer has readily provided all the information, clarifications etc., as required by them, and that the Allottee has relied solely on its/their own judgment and investigation while deciding to execute this Agreement. No other oral or written representation or statement shall be considered to be a part of this Agreement.
- H Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the DEVELOPER or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with all the schedules along the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar _____ (specify the address - Registrar) as and when intimated by the Developer. 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 and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if 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.

A. DEFINITIONS

- "Force Majeure": shall have the same meaning as ascribed to it in Clause J hereof.
- "Super Area": Means:- Build up Area of the flat as described in unit layout/Floor plan of the Apartment as attached in Schedule 'C' and proportionate share of common area, limited common area and other buildup areas in the project which are not meant to be specifically allotted to anyone.

"The Total area has been mentioned only at the request of the Allottee(s) only and the same shall not be questioned in future by the Allottee(s). The Sales Price and maintenance charges are payable on the basis of Carpet Area/ Super Area. Whatever may be the method of the Price Calculation at the time of flat booking, final price per sq.ft on the carpet area was informed to the Allottee(s) and it was made clear that price will increase or decrease only due to increase or decrease of carpet area and other reasons described in Clause of the AFS. Price of the Flat will not change due to change in super area only"

It is specifically made clear that the computation of Super Area of the Said Apartment does not include the following:

- i. Sites for shops, schools, Nursing Homes / Health Centers, Stores etc.
- ii. Sites/ Buildings/ Area of Community facilities /Amenities like Club/ Community Centers, Creche, Milk booths etc.
- iii. Roof/top terrace above-apartments excluding exclusive terrace allotted to apartments / Penthouses.
- iv. Covered/ Open Car Parking Area within/around Buildings for allottees of the Said Project/ Total Project.



That the term 'Carpet Area' shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, are as 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 unit and "Common Areas" and facilities shall mean all such parts/ areas in the entire said complex which the Allottee shall use in sharing with other occupants of the complex including common corridors and passages, services areas including but not limited to, machine/pumping set room, security/fire control rooms, maintenance offices/stores, guards cabin, generator area etc. ,If provided.

"Common Areas" shall mean all easements, rights and appurtenances, belonging to the land on which Complex is located, utility corridor, shafts, lobbies, stairs, roads & paths, entrance and exits of building, and green spaces provided in the Complex.

"Complex" shall mean the residential group housing complex to be developed by the Developer on leasehold land allotted by New Okhla Industrial Development Authority (NOIDA) situated at Plot No G H-02, sector 107, Noida, Distt Gautam Budh Nagar, Uttar Pradesh.

"Earnest Money" means an amount equivalent to 10% of the Basic Price of the Said Unit.

"Holding Charges" means the administrative expenses of the Developer to hold the Said Unit, if the Allottee/s fails to take actual physical possession of the Said Unit **after expiry** of period specified in the offer of possession.

"Person" means any individual, Developer, corporation, partnership, government or governmental authority or agency or any other legal entity.

"Preferential Location" means units facing or abutting green areas, roads wider than 12 mtrs. and any other location as may be specified/designated as Preferential Location by the Developer.

"Safeguard Charges" means the charges towards guarding the Said Unit against encroachments/trespassing by the third party (ies), in case Allottee/s fails to take actual & physical possession of the Said Unit after expiry period specified in the offer of possession. It does not include guarding or safekeeping of fitments and materials used in the Said Unit construction.

B. PAYMENT

1. The total price of the unit does not include GST charges. Presently, the Goods and Service Tax (GST) in respect of sale of under construction apartment for all new projects w.e.f 01.04.2019 is 5% (without any GST input tax credit benefit) and GST in providing of maintenance services is 18%. Provided that in case there is any change/ modification in taxes /GST rate , the substance amount payable by the allottee to the Developer shall increase / decrease based on such change/ modification.

2. That all taxes and statutory levies/compensation presently payable in relation to land have been included in the price of the Apartment/ Unit. However, in the event of any further increase and/or any fresh tax, GST, charge, cess, duty, or levy are imposed by the government, Authority(ies), or Court Order, in future, then the same shall also be payable by the Allottee(s) on a pro-rata basis.

3.The Developer shall periodically intimate in writing to the allottee, the amount payable and the allottee shall may payment demanded by the developer within time and in the manner specified there in.



4. Timely payments as indicated in the Payment Plan is the essence of the allotment. If any installment / payment as per the schedules are not paid when it becomes due, the Developer will charge interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of SBI +1% unless provided otherwise under the applicable laws or rules, on the delayed payment for the period of delay. However, if the same remains in arrears for more than three consecutive months, the allotment will automatically stand cancelled without any prior intimation to the allottee/s and the allottee/s shall have no lien on the Said Unit. In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest/compensation/penalty. However, without prejudice to Developer's rights as aforesaid, in exceptional and genuine circumstances the Developer may, at its sole discretion, condone the delay in the payment exceeding three months by charging penal interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of SBI +1% unless provided otherwise under the applicable laws or rules, on the delayed amounts along with restoration charges as per the Developer policy and restore the allotment of the Said Unit in case the Said Unit has not been allotted to some one else. In such a situation an alternate unit/property, if available, may be offered in lieu of the same.

5. It is clarified that in default case, if part payment is received from Allottee/s, such payment will be first adjusted against the interest on delayed payments till date and then sequentially against the payment due. If after such adjustment there still remain some defaults of more than 3 months, it will be a fit case for cancellation of allotment.

The refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments, if any, will only be made out of the sale proceeds, when realised from the re-allotment of the Said Unit. If, for any reason, the re-allotment or sale realisation from such re-allotment is delayed, the refund to the Allottee/s shall be accordingly delayed without any claim towards interest for such delay.

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

7. For Said Unit/s at Preferential Location, Preferential Location Charges (herein "PLC"), as applicable, shall be payable by the Allottee/s.

The Allottee/s has specifically agreed that if due to any change in the lay-out plan, the Said Unit ceases to be in a Preferential Location, the Developer shall be liable to refund only the amount of PLC paid by the Allottee without any interest, damages and/or compensation and such refund may be adjusted at the time of Final Demand Notice. If due to any change in the layout plan, the Said Unit becomes located at Preferential Location, then the Allottee/s shall pay PLC as applicable, and as may be demanded by the Developer.

8. The Allottee/s understands & agrees that in case he/she/it/they, at any time, requests for cancellation of the allotment of Said Unit, the Developer shall have the right at its sole discretion to accept/reject such request for cancellation. It is further understood & agreed hereto that any such cancellation shall be subject to forfeiture of the Earnest Money and the balance, if any, be refunded without any interest, claims etc. after adjustment of interest accrued on the delayed payments (if any), provided that the basic price of Said Unit (as applicable then), upon its re-allotment to any person (s), is received. If, for any reason, the re-



allotment or sale realisation from such re-allotment is delayed, the refund to the Allottee/s shall be accordingly delayed without any claim towards interest for such delay.

9. In the event of cancellation of the booking within 30 days or before the execution of Allotment letter but not later than 30 days from the date of booking, the Developer shall refund the full payment made by the client against the particular booking within a period of 30 days of his/her having completed all the formalities of the cancellation procedure.

The Allottee/s has understood that if he/she cancels the booking after execution of the Allotment Letter, the Developer shall refund the payment after deducting 10% of the booking amount paid by the Allottee within a period of 30 days of his/her having completed the formalities of the cancellation procedure.

10. In-case the Allottee/s wants to avail of a loan facility from his/her/their employer or financing bodies to facilitate the purchase of the Said Unit, the Developer shall facilitate the process subject to the following:

- a) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee/s only and the Developer shall have no liability or obligation whatsoever.
- b) The responsibility of getting the loan sanctioned and disbursed as per the Developer's payment schedule will rest exclusively on the Allottee/s. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Developer, as per the schedule, shall be ensured by the Allottee/s, failing which, the Allottee/s shall be governed by time provisions contained in Clause as above.
- c) In case of default in repayment of dues of the financial institution/agency by Allottee/s, the Allottee/s Developer may cancel the allotment of the Said Unit (the Allottee hereby authorised the Developer for this purpose) and repay the amount received till that date after deduction of Earnest Money and interest on delayed payments directly to financing/institution agency on receipt of such request from financing agency without any reference to Allottee/s. Any balance amount due to the Allottee/s (after deduction/adjustment amounts as aforesaid) shall be governed by the provisions provided in Clause above.

11. That in the case the project progress ahead of Schedule or is completed before time or the occupancy is handed over to the allottee before the scheduled date, then the allottee will mandatory pay his/her/their dues ahead of original schedule, in accordance with the exiting stipulations/ Actual Stage wise completion of construction. No Penalty/ interest/ cost shall be payable by the developer for such prepayment of construction/ payment.

C CONSTRUCTION & COMPLETION

- 1 The construction of the said unit shall be ready for Possession by _____, with a grace period of 6 (Six) months subject to force majeure conditions (defined herein after); restraints or restrictions from any courts /authorities; and circumstances beyond the control of the Developer and also subject to timely payment by the allottee/s, in terms thereof. No claim by way of damages/compensation shall lie against the Developer in case of delay in handling possession of the said unit on account of the aforesaid reasons. However if the allottee/s opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected.



- 2 In case the Developer is unable to construct/ deliver the possession of the apartment within the stipulated time frame, subject to aforesaid reason, the allottee shall have the option, which to be availed in writing, to terminate the agreement, if the allottee/s remains regular in adhering to the payment schedule adhere the payment schedule timely, 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 said flat, along with interest as per the applicable laws or rules. 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.

Also If the Allottee 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 Law.

- 3 In case the Said Unit is omitted due to change in the lay-out plan/building plan or the Developer is unable to transfer/ handover the same to the Allottee/s for any reason, whatsoever, beyond its control including Force Majeure Conditions then the Developer may offer an alternate unit/property and in the event of non-acceptability by the Allottee/s or non-availability of alternate unit/property, the Developer may at its discretion refund only the actual amount received from the Allottee/s till then (within the timeframe as may be mutually agreed) and shall not be liable to pay any damages/compensation or interest to the Allottee/s, whatsoever. The Allottee/s irrevocably agrees not to raise any dispute/demand/claim against the Developer on account of it not providing the Said Unit or alternate unit/property.
- 4 The Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate/occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area then the Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, the Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule E. All these monetary adjustments shall be made at the same rate per square feet/square meters as agreed in Schedule F of this Agreement.

However, only in case of variation exceeding 10% of allotted super area, the Allottee/s may have the option to get his/her/their allotment cancelled. This option will have to be exercised in writing within thirty (30) days of intimation by the Developer indicating his/her /their non consent/objections to such variations and no response shall be considered as deemed acceptance. The terms of refund as mentioned in Clause C (3) under headings "Payments" will apply except forfeiture of Earnest Money.

- 5 The layout plan/drawings are tentative is annexed hereto and marked as SCHEDULE-B, as shown in the sales literature, which may be revised at the discretion of the Developer without any objection from the Allottee/s. The layout plan/drawings may be revised due to technical, regulatory or for any other reasons, and if due to the said revision, the location/super area of the Said Unit is changed, the Developer shall be liable only for cost adjustments arising out of area variations as above mentioned and PLC adjustments.
- 6 The specifications as mentioned in the SCHEDULE-C are indicative only and the Developer 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 popular demand or for reasons of overall



betterment of the Complex /Said Unit or reasons of non availability. The proportionate cost of such changes shall be borne by the Allottee/s and there shall be no objection or claim in this regard from the Allottee/s.

8. The Price mentioned in the Allotment Letter is escalation free and Developer is committed to deliver the unit at the price committed to Allottee/s at the time of allotment. In the event of any unforeseen incidents, the Developer can take a sufficient grace period.

9. Escalation-Free Price: state price is escalation-free except for specific charges :

I. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charge and any other cost, charges, 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 time including without limitation enhancement of compensation payable to the farmer(s) for acquisition of their land by relevant land acquiring/ land allotment authority or for any other reason. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development fee, cost, charges, levies etc. imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments, and the demand made by the Developer to the Allottee on proportionate basis with regard to development charges, cost, charges, fees, levies, etc. shall be final and binding on the Allottee;

Provided that if there is any new imposition or increase of any development fee after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, for period post the scheduled date of completion, the same shall not be charged from the Allottee, save and except in case of delay in completion due to Force Majeure conditions.

II. The Allottee agrees that any levies, charges, taxes, fees, duties house tax, water tax, sewerage tax, electricity charges, municipal tax, wealth tax, service tax or any other taxes or charges, of any nature whatsoever, in respect of the Apartment, demanded by the competent authority, whether retrospectively or prospectively, after the date of offer for taking over possession of the said Apartment has been given by the Developer to the Allottee, the same shall be paid by the Allottee to competent authority on demand, without any recourse to / liability on the Developer. However, in the event the Developer is required to make payment of such levies, charges, taxes, fees, house/property tax, duties etc., to the competent authorities, then the Allottee shall be liable to reimburse the same on a proportionate basis (along with Interest) as per demand raised by the Developer.

III. The Allottee agrees that if the development charges, taxes, cost, charges, fees, levies, etc. /increase thereof is 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 and/or cancel the allotment and terminate this Agreement.

IV. 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 made applicable to the said Apartment / Project or any phases in



the Total 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., and / or increase in any type of securities to be paid by the Developer / Allottee, increase in deposits and charges and increase therefor 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 the 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.

- V. The Allottee also agrees that the Developer may modify, delete, improve any specification and/or facilities as mentioned in this Agreement due to technical reasons or in terms of prevailing law or for any other reasons beyond the control of the Developer, provided the Developer will provide specifications and/or facilities of equivalent standard / quality. The Allottee agrees that in case the specifications and/or facilities provided by the Developer is of a superior quality / standard, then the Allottee undertakes to make payment in respect of the same on a proportionate basis, as and when demanded by the Developer.

The Developer within the agreed consideration shall complete all the civil work, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans, geysers etc.). The Said Unit shall, in particular, comprise of specifications as mentioned in the Specification Sheet. It is clarified that no woodwork or cabinets will be provided in the Said Unit.

- a. Expenditure on provision of Telephone facilities, State Govt. Electricity Meter, Electronic Security System, LPG Pipe Gas System or any other common services / facilities apart from those already paid for by the Allottee/s shall be charged extra from the Allottee/s.

D. POSSESSION

1. Upon the completion of construction of the Said Unit excluding the Final Finishing (defined herein below), Developer shall issue a written offer of possession/Final Demand Notice (herein "FDN") to the Allottee/s. Final Finishing means and includes painting (internal & external), polishing, fixing of CP fitting, fixtures, fixing of flooring, cleaning etc requiring about 60 days for its completion. It is understood & agreed by the Allottee/s that the Final Finishing of the Said Unit will be subject to the full settlement of accounts and completion of all other procedural and documentary requirements as envisaged herein.
2.
 - a. The possession of the Said Unit will be given after execution of Transfer/Sub Lease Deed, subject to (i) Force Majeure Conditions, and, (ii) payment of all the amounts due and payable by the Allottee/s up to the date of such possession including maintenance charges, IFMS (defined hereinafter) and stamp duty and other charges etc. to the Developer.
 - b. The Allottee/s has to make up to date payment of all dues within 30 days of written offer of possession or Final Demand Notice (FDN). Further, the Allottee/s has to take possession of the Said Unit within 90 days of the written offer of possession or Final Demand Notice (herein "Said Period") from the Developer failing which the Said Unit will lie at the risk and cost of the Allottee/s. In other words, possession of the Said Unit shall become due on the date of expiry of the Said Period (herein



"Possession Due Date"). The Allottee/s understands and agrees that the Maintenance charges (defined hereinafter), Holding charges (Rs. 10 /- per sq. ft. per month on carpet area), Safeguard charges (Rs. ____ /- on carpet area), other charges etc. as applicable, shall become due/payable effective from the Possession Due Date or the actual date of possession, whichever is earlier, whether or not the Allottee/s takes possession of his/her/their Said Unit.

- c. The Allottee/s understands and agrees that in the event of his/her/failure to take over the possession of the Said Unit beyond 6 (six) months from the Possession Due Date, then besides the levy of applicable Holding charges, Safeguard charges, Maintenance Charges, other charges etc, the Said Unit will be handed over to the Allottee/s on "as is where is" basis. The Allottee/s further agrees not to raise any claim, dispute etc in this regard at any time (present or future) whatsoever.
3. Upon the Allottee/s taking possession of the Said Unit, the Allottee/s shall not raise any dispute and/or make any claim, whatsoever, in respect of the Said Unit against the Developer and shall be entitled to use and occupy the Said Unit for residential purposes without any interference but subject to the terms and conditions, stipulations contained herein, provided the Allottee/s has cleared all dues and the Sub Lease deed/Transfer Deed has been executed and registered in his/her/their favor.
4. The Allottee/s agrees and undertakes to sign the standard format of Possession document/s, Maintenance Agreements etc. as and when called upon to sign by the Developer and shall abide by its terms and conditions. The Allottee/s shall pay charges towards insurance, IFMS, stamp duty and other charges etc. at the time of offer of possession/FDN.
5. The possession date of the Said Unit as agreed upon is only indicative and the Developer may offer possession before that, in case of early possession, the balance installment/s and other charges mentioned herein shall become due immediately.
6. The Allottee/s shall pay in respect of his/her/their Said Unit all charges payable to various departments or to the Developer (as may be applicable) for obtaining service connections like electricity, telephone, water, sewer etc. including security deposits for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the Developer pays these charges in bulk to any public or private agency, then it shall be liable to recover the same on pro rata basis from the Allottee/s.
7. If the Developer provides infrastructure for Broad Band, telephone, cable TV etc., the Developer is entitled to recover the cost on pro-rata basis from the Allottee/s.



E. MAINTENANCE

1. On completion of construction work of Said Unit and/or offer of possession or Possession Due Date (defined hereinbefore) of Said Unit, whichever is earlier, an Interest-Free Maintenance Security (herein "IFMS") towards the maintenance and upkeep of the Complex shall be payable by the Allottee/s of the Said Unit. The amount to be deposited as IFMS will be intimated to the Allottee/s by the Developer. The IFMS shall become payable within 30 days from the date of offer of possession/FDN by the Developer, whether or not the Allottee/s takes possession of Said Unit. In case of delay in payment of IFMS within this period, interest @ 18% p.a. shall be charged for the period of delay.
2. The Allottee/s upon offer of possession agrees to enter into a maintenance agreement with the Developer or any other nominee/agency/association(s) or other body as may be appointed/nominated by the Developer (hereinafter referred to as 'the Maintenance Agency') from time to time for the maintenance and upkeep of various common services and facilities (excluding internal maintenance of the Said Unit) in the Complex and pay charges for same based on the size of the Said Unit (herein "Maintenance Charges"). However, failure on the part of Allottee/s to enter into Maintenance Agreement for any reasons whatsoever, will not absolve him/her/them from their obligation to pay the Maintenance Charges and other related charges. The Allottee/s acknowledges and agrees that Developer/Maintenance Agency reserves the sole right to modify/revise all or any of the term(s) of the Maintenance Agreement and the Allottee/s further agrees not to raise any objection to the same.
3. Commencing from the date notified by the Developer for taking over possession of the Said Unit, as aforesaid, the Allottee/s agrees to pay to the Developer or Maintenance Agency, Maintenance Charges to be determined at the said time on the basis of size of the Said Unit. The Allottee/s understands and agrees that the Maintenance Charges may be enhanced by the Developer or the Maintenance Agency from time to time. Incidence of any Taxes etc. on Maintenance Charges and outsourced services shall be on the Allottee/s.
4. The Allottee/s is liable to pay monthly/quarterly/yearly maintenance charges as intimated/demanded by the Developer/Maintenance Agency, irrespective of the fact, whether the Allottee/s is in occupation of the Said Unit or not, within a period of 7 days of demand. In case of delay in payment of Maintenance Charges, interest @ 18% p.a. shall be charged for the period of delay. The Developer/Maintenance Agency reserves the right to determine/collect Maintenance Charges in advance as per its policy. No interest shall be payable on such advance collection.
5. (a) In case of failure of the Allottee/s to pay the Maintenance Charges on or before the due date, the Allottee/s is permitting the Developer/ Maintenance Agency to deny him/her maintenance services and the Developer/Maintenance Agency will be entitled to effect disconnection of services to defaulting allottees that may include disconnection of water/sewer, power, power back up etc. and debarment from usage of any or all common facilities within the Complex. Further, non-payment of Maintenance Charges will constitute a breach of the terms contained herein by the Allottee/s.



(b) In the event the Maintenance Charges, other charges/dues etc. are in arrears for more than consecutive three months then the Developer shall have the right to cancel the allotment/sub-lease(as the case may be) by a notice in writing to the Allottee of 30 days (herein " Notice Period"). If such notice is issued then Allottee will have the right to clear the arrears within the Notice Period and upon such payment within the Notice Period, the termination notice shall be withdrawn. As a result of such cancellation, the amount paid by the Allottee may be forfeited in favour of the Developer.

6. The Developer/Maintenance Agency will maintain the Complex till the maintenance is handed over to the Allottees Association or for a period of 1 year from the date of completion of the Said Unit or offer of possession, whichever is earlier. The Developer is not bound to maintain the Complex beyond a period of one year from the date of offer of possession, as aforesaid. The Developer is only playing the role of maintenance facilitator till that period. The Allottee/s understands that the IFMS lying with the Developer shall not earn any interest, either real or notional and no such amount shall be creditable to his/her /their maintenance or any other account and further agrees and undertakes not to raise any claim, dispute etc in this regard. If the Allottees Association fails to take over the maintenance within that period, Developer is authorised to cease the maintenance and return the IFMS after deducting any default of Maintenance Charges etc. along with interest accrued thereon and other charges/deposits borne by the Developer with respect to the Said Unit to the Allottee/s and discontinue maintenance thereof. If the Allottee/s fails to accept the said return of IFMS within 15 days of written intimation to such effect then the net of default IFMS shall lie with the Developer without creating any liability to either provide maintenance or interest on the same. However, the Developer may manage the maintenance and upkeep of the Complex even after the said period of one year (as aforesaid) and in such an event, the Developer shall retain IFMS and levy Maintenance Charges till such time the maintenance is not handed over to the Allottees Association. Further, it is clarified and understood by the Allottee/s that it will not be Developer's obligation to handover the maintenance within the prescribed timeframe.
7. The Allottee/s will neither himself do nor permit anything to be done, which damages the Common Areas, adjoining Said Unit etc. or violates the rules or bye-laws of the Local Authorities or the Association of Allottee/s. The Allottee/s shall be liable to rectify such damages to the satisfaction of the Developer / Maintenance Agency, failing which, the Developer may recover the expenditure incurred in rectification from the Allottee's IFMS along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses than the Developer shall be entitled to raise demand against it, which shall be strictly payable by the Allottee/s within 30 days of such demand. However, in such an event Allottee/s shall make further payment to maintain required balance of IFMS as applicable. The Allottee/s shall always keep the Developer indemnified in this regard.
8. It shall be incumbent on each allottee to form and join a common association comprising of the allottee(s) of the Complex for the purpose of management and maintenance of the Complex. Only the management and maintenance of common services of Complex will be transferred to the Residential Welfare Association ("RWA") on such terms and conditions as the Developer would deem fit and proper. Facilities like club, swimming pool etc., if provided, shall not be handed over to the RWA and will be owned by the Developer. The Developer reserves its right to assign/sell these facilities to any person/s and/or individual, as the case may be, and on such terms and conditions as the Developer would deem fit and proper.



9. The Common Areas, common lawns, parks etc. 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 basis.
10. The Allottee/s or its nominees/agents/employees etc. shall at all times comply with the rules and regulations as may be formulated/laid down by the Developer or Maintenance Agency.
- 11 The internal maintenance of Said Unit including walls and partitions, pipes, attached lawn and terrace area shall be exclusive responsibility of the Allottee/s from the date of possession or Possession Due Date, whichever is earlier.
- 12 The Developer/Maintenance Agency/RWA shall have right to full access to and through the Said Unit and terrace area/attached lawn for periodic inspection/carrying on the maintenance and repair of service conduits and the structure.

F. TERMS OF NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY ("NOIDA")/OTHER COMPETENT AUTHORITY

1. The Complex is being developed by the Developer on leasehold land allotted by New Okhla Industrial Development Authority (NOIDA).
2. The Allottee/s shall pay to the Developer on demand, such amount, which may be levied, charged or imposed now or in future or retrospectively, on account of any tax, duty, charges, cess fee, lease rent etc of any nature whatsoever, by any local administration, State, Government, Central Government on the Complex/Said Unit by virtue of any notification or amendment in the existing laws {including any levy of any additional charges payable to NOIDA/Competent Authority(ies), any other taxation etc. and/or any increase therein effected , on pro-rata basis. One time lease rent, if paid, will proportionately be borne by the Allottee/s.
3. The Developer shall be responsible for providing internal services within the Complex, which include laying of roads, water lines, sewer lines, electric lines etc. However, external services like water supply network, sewer, storm water drains, roads, and electricity outside the Complex to be connected to the internal services are to be provided by NOIDA/other Competent Authority (ies). The Allottee/s acknowledges and confirms that the time frame and quality of execution of infrastructure facilities provided by the Government of Uttar Pradesh/NOIDA/other Competent Authority(ies) in the Complex are beyond the control of the Developer and the Allottee/s agrees not to raise any claim or dispute against the Developer in respect of the infrastructure facilities as aforesaid provided by the public agencies. The Developer has made it clear to the Allottee/s that the Developer shall not have any responsibility for the consequences of delayed or inadequate execution of external services by public agencies and also of the effects of such delay and inadequacy on the performance of internal infrastructure within the Complex.
4. The Allottee/s shall abide by all terms and conditions of NOIDA and/or competent authority(ies), if in respect of the Complex/Said Unit.



5. On execution of the Sub-Lease Deed in favour of the Allottee/s by the Developer, the Allottee/s, as sub Developer, shall be bound by the terms of NOIDA (Lessor), including payment of lease/ground rent, transfer charges etc.
6. All terms and conditions of NOIDA of allotment of land on which the Complex/Said Unit is to be developed shall be mutatis mutandis binding upon the Allottee/s.

G. SUB LEASE DEED/TRANSFER DEED

1. The execution of Transfer/Sub Lease Deed of Said Unit shall be subject to that up to date payment of all the amounts due and payable by the Allottee/s including Maintenance Charges, IFMS, stamp duty and other charges etc. to the Developer. The Allottee/s undertakes to execute and get register the Transfer/Sub Lease Deed in respect of the Said Unit within 30 days from the date of intimation by the Developer in writing, failing which, Allottee/s authorises the Developer to cancel the allotment and forfeit the Earnest Money, interest accrued on delayed payments (if any) etc. and refund the balance amount to the Allottee/s without any interest upon realization of money from re-allotment/re-sale of the Said Unit.
2. All charges, expenses, stamp duty, registration fee and incidental expenses etc. towards Transfer/Sub Lease Deed of the Said Unit, at the rate, as may be applicable on the date of execution and registration of the Transfer/Sub Lease Deed, including documentation will be borne by the Allottee/s only. If the Developer incurs any expenditure towards the registration of the Said Unit, the same shall be reimbursed by the Allottee/s.
3. The Allottee/s shall get exclusive possession and title of the built-up area of the Said Unit through Sub-Lease deed along with proportionate undivided and impartible lease hold rights in the land underneath the building, wherein Said Unit is/will be located.
4. Prior to execution of Transfer/Sub Lease Deed, any interest/rights of allotment, as stipulated herein, shall not be assigned by the Allottee/s without taking prior consent of the Developer. The Developer may, at its sole discretion and subject to no subsisting breach of terms/conditions contained herein on behalf of the Allottee/s, up to date payment of dues under all various heads mentioned herein and subject to applicable laws & notifications or any government directions as may be in force, permit the Allottee/s to get the name of his/her/their nominee(s) substituted in his/her/their place subject to such terms and conditions and charges as the Developer may impose and on payment of such transfer fee(s) & such other administrative/processing fees/other charges as may be prescribed by the Developer from time to time. The Allottee/s shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/assignment/nominations. In the event of any imposition of executive instructions at any time after the date of this agreement to restrict nomination/transfer/assignment of the allotted Said Unit by any authority, the Developer will have to comply with the same and the Allottee/s has specifically noted the same. If the Allottee/s is either a firm or a Developer, it has also understood that the change in majority of proprietary interest in partnership firm/Developer will require prior approval of the Developer and shall be subject to applicable transfer



fee(s). It is further clarified that any alteration and/or reconstitution and/or dissolution of the Allottee/s shall be construed as "Transfer" and shall be subject to such terms and conditions and administrative charges/processing fees/other charges as the Developer may impose and on payment of such transfer fee/s as may be prescribed by the Developer.

5. For any subsequent transfer of the Said Unit by way of Sale or otherwise by the Allottee/s, after execution and registration of Transfer/Sub Lease Deed in his/her/their favour, the Allottee/s shall obtain "No Dues Certificate" from the Developer or the Maintenance Agency as per the policy of the Developer and pay of such Administrative Charges as may be prescribed, as the case may be.

H. INDEMNIFICATION

The Allottee/s / the Developer shall indemnify and keep each other and their agents, employee/s, representative/s, estate and effect indemnified and harmless against all actions, proceedings of any losses, costs, charges, expenses, losses or damage or suffered by or caused to either, by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Allottee/s and/or due to non-compliance with any rules, regulations, laws as may be laid down by any authority/department/government and/or non-payment of municipal taxes, charges and other outgoings in respect of the Said Unit.

I. SEVERABILITY

If any provision hereof is determined to be void or unenforceable under applicable laws/order /notification, such provision shall be deemed amended or deleted in so far as reasonably with the remaining part of the terms and conditions of the allotment and to the extent necessary to conform to applicable law and the remaining part shall remain valid and enforceable as applicable at the time of execution hereof.

J. FORCE MAJEURE CONDITIONS

The Developer shall not be held responsible or liable for not performance or delay in performing any of its obligations as provided herein, if such performance is prevented, delayed or hindered by any reason(s), which are beyond the control of the Developer/could not have been prevented or reasonably overcome by the Developer with the exercise of reasonable skill and care/does not result from the negligence or misconduct of the Developer and materially and adversely affects the performance of any obligation hereunder; including but not limited to non-availability of any building material due to market conditions or enemy action or natural calamities or Act of God or strike, lockout, or other labour disorder, act of foreign or domestic de jure or de facto Government, whether by law, order, legislation decree, rule, regulation or otherwise, revolution, civil disturbance, breach of the peace, declared or undeclared war, act of interference or action by civil or military authorities or any other cause beyond control of the Developer.



K. GENERAL TERMS AND CONDITIONS

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

Mr. _____

M/s _____

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

2. The Allottee/s shall make all payments through Demand Draft/cheque drawn in favour of " _____ " payable at New Delhi or as may be directed by the Developer. In case Allottee makes payment through Bank transfer, he needs to send UTR code to the Developer on email or by Registered AD.
3. The Allottee/s shall not use or allow to be used the Said Unit for any purpose other than residential or any activity that may cause nuisance to other allottee/s in the Complex. In case the Allottee desires to carry out modifications, alterations, in the structure/building of the Said Unit, the same shall be made in accordance with the sanctioned plans/revised sanctioned plans and in accordance with building bye-laws and other applicable laws.
4. The Allottee/s shall not cause nuisance to the other occupants in the adjoining areas and shall not obstruct/block the Common areas, common amenities/facilities etc. of the Complex.
5. Upon the Allottee/s taking possession or Possession Due Date of the Said Unit, the Allottee/s shall have no claim against the Developer in respect of any item or work in the Said Unit or for any design, area, specifications, location, building materials used or for any other reason, whatsoever and he/she/they shall be entitled to the use and occupy of the Said Unit for residential purposes without any interference but subject to the terms and conditions, contained herein.
6. The Allottee/s agrees and undertakes that he shall on taking possession or after Possession Due Date of the Said Unit, have no right to object to the Developer constructing or the construction done by other allottee in a reasonable manner, adjoining the Said Unit. The Allottee/s shall not object to any consequences of such increase in construction in the adjoining area in the layout or in reduction in green area etc.



- 7 The Developer has made clear to the Allottee/s that it shall be carrying out extensive development/construction activities for many years in future in the Complex and shall also be connecting/linking the amenities/facilities viz electricity, water, sanitary/drainage system etc. of additional development/construction with the existing ones in the Complex. The Allottee/s has confirmed that he/she/they shall not make any objection or make any claim or default any payment as demanded by the Developer on account of inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/relating activities as well as connecting/linking of amenities/facilities etc. as above said.
8. The Allottee/s shall have no right, interest & title in the remaining part of the Complex such as club, parking, park etc. except the right of usage of common passage/roads /Common Areas , as defined hereinabove, and carved out in the Complex as per sanctioned lay out plan.
9. The Allottee/s agrees and understands that he/she/it/they shall not have any right in any community facilities, commercial premises etc., if any constructed in the Complex. The Developer shall be free to dispose of the same on such terms and conditions, as it may deem fit and proper. The Allottee/s shall not have any right to interfere in the manner of booking/allotment/sale of such community facilities, commercial premises etc. to any Person/s and also in their operation and management.
10. The Allottee/s may undertake minor internal alterations in the Said Unit only with the prior written approval of the Developer. The Allottee/s shall not be allowed to effect any of the following changes/alterations:
- i. Changes which may cause damage to the structure (columns, beams, slabs etc.) of the block or the Said Unit or to any part of adjacent Said Units. In case damage is caused to an adjacent Said Unit or Common Areas, the Allottee/s will get the same repaired failing which the cost of repair may be deducted from the Allottee/s IFMS.
 - ii. Changes that may affect the facade or Common Areas of the Complex building (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
 - iii. Making encroachments on the common spaces in the Complex building.
 - iv. The Allottee/s shall have to install the air conditioning in the Said Unit as per provisions made in the Said Unit by the architect and approved by the Developer. If any Allottee/s deviates from the plan and effect dismantling on the external side, he has to remove and make well the same at his own cost or the Developer will do it and the cost may be adjusted in the IFMS. The Allottee/s shall always keep the Developer indemnified and harmless in this regard.



11. The Allottee/s will be offered membership of the recreational club, if provided, in the Complex at a prescribed rate but the Allottee will not have any ownership rights on the club or club lawns. The Allottee/s will have to abide by the terms of membership of the club including payment of recurring annual/monthly charges as well as usage charges as subscription, which may vary from time to time and also any additional facility/service availed by the Allottee will be charged over and above the annual/monthly charges.
12. The Allottee/s understands and agrees that in case of breach of any terms and conditions contained herein then besides and without prejudice to Developer's rights available herein/under common law, the Developer shall have right to cancel the allotment of the Said Unit and forfeit the Earnest Money. As a result of such cancellation, the refund (if any), subject to the adjustment of dues under various heads, as stipulated herein will be governed by the Developer's policy.
13. The Allottee/s agrees that for the purpose of ~~calculating~~ the basic price of the Said Unit, the Super Area shall be the covered area/built-up area; inclusive of the area under the periphery walls, area under columns and walls within the Said Unit, half of the area of the wall common with the adjoining Said Units, cupboards, plumbing shafts adjoining the Said Unit, balconies and terraces plus proportionate share of the areas utilised for common use and facilities like corridors, stairs, lobbies, lift walls, munties and other common spaces. Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the super area of the Said Unit, it is specifically provided by the Allottee/s that it is only the inside space in the Said Unit, that has been agreed to be transferred and the inclusion of the common areas in the computation of the super area does not give any title therein as such to the Allottee/s, except the right of usage of the same along with other occupants of the Complex. All common areas and surfaces, including the common spaces, top terraces, parking, common parks, etc. shall ~~continue~~ to remain the property of the Developer.
14. The Developer may construct servant rooms (or dormitories) and storage spaces within the Complex. The consideration/cost payable for these spaces will be charged extra at a rate notified at the time of offer of the same.
15. The Allottee/s understands and agrees that exclusive usage rights of covered/open parking space shall be allotted on extra cost as fixed by the Developer. Further, one parking is compulsory. The Allottee/s agrees to abide by the Developer Parking Policy. Also this is to confirm that the parking will be allotted on first cum first serve basis as per the said towers. Any additional car park space, if required by the Allottee shall, subject to availability, be granted by the Developer, and charged at the then prevalent rates for allotment of each such car park space. The Allottee undertakes to park its vehicles only in the Car Parking Space, and not anywhere else in Project. The Allottee agrees and confirms that in the event of cancellation, surrender, relinquishment, resumption-possession etc., of the Apartment under any of the provisions of this Agreement, the Car Parking Space shall also deemed cancelled, surrendered, relinquished, resumed, as the case may be.

In case the Allottee is using EV Car Parking space, the charges for the units consumed for car charging shall be paid by the Allottee accordingly.



16. Any alteration/s or addition in the terms and conditions without the prior consent / approval of the Developer shall render the alteration/s or addition null and void for all purposes.
17. It is clarified by the Developer that the power back up arrangements like diesel generator sets or other forms of power back up supply in the Complex are proposed to be designed & installed on the basis of diversity factor considering group diversity @ 55% to which the Allottee/s understands and agrees. The Allottee/s agrees that he/she/they, either singly or in combination with other allottee/s in the Complex shall not claim that the installed capacity be the cumulative of all the power back up load sold by the Developer to different Allottee/s.
18. The Allottee/s understands and agrees that the Developer may at its sole discretion appoint/engage designated service provider(s) for various facilities in the Complex viz. Cable, intercom, gas supply, Dish TV etc. The Allottee/s agrees with the said arrangement and also specifically agrees that it will not be possible to grant flexibility in choosing vendors for various such services at the individual unit level and understands that he/she/they will have to go with the choice of such service providers at a bulk level for the entire Complex. Further, the Allottee/s agrees to enter into specific service supply agreements with each of these service providers at their standard commercial terms.
19. In case of Non Resident Indian/Person of Indian Origin buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules made there under or any statutory notifications, amendment/s, modification/s made thereof and all other applicable law as may be prevailing including that of remittance of payment, Sale/Conveyance/Transfer/Sub Lease deed of immovable property in India shall be the responsibility of the Allottee/s. The Allottee/s understand and agrees that in the event of failure on his/her/their part to comply with the applicable guidelines issued by Reserve Bank of India, he/she/they shall be liable for any action under Foreign Exchange Management Act, 1999, as amended from time to time. The Developer accepts no responsibility in this regard.
- The Developer accepts no responsibility in regard to matters specified in Para above. The Allottee shall keep the Developer 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 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 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 Developer shall be issuing the payment receipts in favour of the Allottee only.
20. In case of any dispute between the co-allottee/s, the decision from the competent court shall be honored by the Developer.
21. In the case of any conflict between the terms contained herein and the terms/specifications mentioned in Developer's sale brochures/CD walk through, advertisement(s) and other sale document(s) then the terms contained herein will prevail.



22. The Allottee/s agrees & undertakes to pay the Stamp Duty/Registration Fee and/or other incidental charges, if levied or imposed by any local administration, State, Government, Central Government or any other lawful authority on Allotment Certificate & Agreement, Maintenance Agreement etc.

23. It shall be mandatory on the applicant(s) to provide PAN No./GIR No./Form 60 (duly complete in all aspect) while filling in the application form. For delay arising on account of incomplete form, the payment schedule shall not be affected, and the Applicant(s) Allottee(s) shall be liable to pay the interest accruing on this delay.

24. The Developer's sale brochure/CD walk through/Advertisement/s and other sale documents are purely conceptual & are not a legal offering. Further, the Developer reserves its rights to add/delete/modify any particulars/details/specifications etc., provided therein.

L. SAVINGS

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or regulations made there under.

M. 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.

N. JURISDICTION & LAWS OF INDIA

- i. All or any disputes arising out or touching upon or in relation to the terms 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 courts at New Delhi shall have the jurisdiction in all matters arising out of/touching and/or concerning thereto.
- ii. 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.

- TDS Compliance: mandatory TDS deduction and documentation 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. The payments 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 compliance of the same by the Allottee.



Legal Compliance:

- U.P. Apartment Act 2010
- RERA Registration

The BBA should mention the project is legally compliant with the above-mentioned.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands at the place and on the day, month and year, first above written under their respective signatures and in the presence of following witnesses.

COMPANY'S WITNESS

.....
.....
.....

For _____

(Authorised Signatory)

ALLOTTEE'S WITNESS

.....
.....
.....

(Allottee/s Signature)



SCHEDULE-A

DESCRIPTION OF APARTMENT AND PARKING

Apartment/ Unit No.	
Floor No.	
Tower/Building Name	
Type	
Carpet area	Sq.ft Sq.mtr
Exclusive Balcony area	Sq.ft Sq.mtr
Total area / Super area	Sq.ft Sq.mtr
Covered Car Parking Single Bay	
Covered Car Parking Double parking	
Power Backup Load through DG	KVA

Carpet Area :- Means the net usable floor area of an apartment, excluding the area covered by the external walls, area 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 unit.

Total Area / Super area :- Means the area after loading of other constructed areas including the balcony and constructed common areas over the carpet area of an Apartment/ Unit which is duly mentioned in the layout plan of the Apartment/Unit.



SCHEDULE-B
Floor Plan Layout

Draft



SCHEDULE-C
APARTMENT SPECIFICATION

1	FLOORING DETAILS	
2	INTERNAL WALLS FINISHING	
3	CEILING FINISHING	
4	KITCHEN DETAILS	
5	BATHROOM FITTINGS	
6	BATHROOM SANITARY WARE	
7	EXTERNAL DOORS & WINDOWS	
8	HARDWARE & LOCKS	
9	ELECTRICAL FITTINGS	
10	MAIN DOOR & FRAME	
11	INTERNAL DOORS	
12	AIR CONDITIONING	
13	BALCONY	
14	WARDROBE DETAILS	



SCHEDULE-D
PAYMENT PLAN

Down Payment	<input type="text"/>	Construction Linked Plan	<input type="text"/>
Time Linked Plan	<input type="text"/>	Flexi Plan	<input type="text"/>

DETAILS OF PAYMENT PLAN



