

**PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY**

The allotment and sale of a residential unit [●] in the building/tower [●] forming part of group housing project “[**ELITE OASIS**]” over land admeasuring [●] acres (11827.08 sq mts) out of 226.37 acres situated in the Villages of Sarsawa, Ardauna Mau, Ahma Mau, Pargana Lucknow, Tehsil Sarojini Nagar and District, Lucknow, named as Gomti Nagar Extension, Sector 7, Amar Shaheed Path, Lucknow, Uttar Pradesh, and is conditioned on the terms and conditions as set out in this Agreement for Sale and the Annexures attached thereto; the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) (“RERA Act”) and the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 and other Applicable Law. Upon its execution, the Allottee(s) agrees and confirms having read, understood and accepted the entire Agreement containing the detailed terms and conditions and undertakes to faithfully abide by all the terms and conditions thereof. The Promoter reserves its right to reject and refuse to execute this Agreement in case any amendment, overwriting, correction, cancellation, erasure, alteration or modification is made in / to any provision of this Agreement by the Allottee(s) unless as may otherwise be separately advised in writing by the Promoter.

Upon the due execution and registration of the Agreement *(Two original sets which shall be duly registered and endorsed with the registration particulars by the jurisdictional Sub-Registrar of Assurances)*, by the Allottee(s) and the Promoter, one duly signed original set of the Agreement will be returned to the Allottee(s) for his/her/its/their own record, the second original set will be retained by the jurisdictional Sub-Registrar of Assurances.

Any provision of the Agreement which is inconsistent or contradictory to the Real Estate (Regulation & Development) Act, 2016 read with the Uttar Pradesh Real Estate (Regulation & Development) Rules, 2016 and regulations made thereunder, and the Applicable Law shall not have any effect and be deemed void.

Allottee	Promoter	Landowners
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**Instructions for execution of the Buyer's Agreement**

1. Kindly sign along with joint allottee, if any, at all places marked (x) in the Agreement including all annexures and stamp paper.
2. Kindly use a **black** ball point pen (preferable) while filling in details or signing the Buyers Agreement.
3. Two signed copies of the Agreement with all the Annexures in its original form shall be returned to the Company for execution and registration of this agreement.
4. Kindly sign next to the tentative Unit plan as applied by you in the relevant Annexure.
5. Witnesses signatures are mandatory on the relevant page.
6. In case of change in authorized signatory for a Partnership firm / Limited Liability Partnership Firm, please send us a copy of the partnership deed and resolution signed by all Partners.
7. In case of change in authorized signatory for a Company, please send us a Certified Copy of Board Resolution along with a certified copy of Memorandum & Articles.

Allottee	Promoter	Landowners
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## AGREEMENT FOR SALE

1. Nature of document		Agreement for Sale
2. Village/Block		Village Ardaunamau, Ahmamau & Sarsawan
3. Tehsil	-	_____
4. District	-	Lucknow
5. Area	-	_____ sq. m. / _____ acres
6. Sale Consideration	-	₹ _____/-
7. Stamp Duty	-	₹. _____/-
8. Stamp Certificate No. /Date	-	_____
9. Stamp GRN	-	_____
10. Commercial or residential	-	Residential
11. Unit No.	-	_____
12. Unit Type	-	Group Housing Colony
13. Property Address	-	Unit '_____' in the Building / Tower _____ constructed in Project 'ELITE OASIS', a residential group housing colony project situated at Gomti Nagar Extension, Sector 7, Amar Shaheed Path, Lucknow, Uttar Pradesh,, India

Allottee	Promoter	Landowners
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## AGREEMENT FOR SALE

**THIS AGREEMENT IS REGISTERED AT LUCKNOW ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

### **BY AND AMONGST**

**Emaar India Limited** (CIN: U45201DL2005PLC133161, PAN: AABCE4308B) a company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square One, C-2, District Centre, Saket, New Delhi-110017 and Corporate Office at Emaar Business Park, 2nd Floor Mehrauli Gurugram Road, Sikanderpur Chowk, Sector-28, Gurugram-122002, Haryana, India, through its Authorized Signatory \_\_\_\_\_ vide Board Resolution dated \_\_\_\_\_ to sign and execute this Agreement and to appear and present this Agreement through \_\_\_\_\_ for registration before the concerned Sub-Registrar (hereinafter referred to as the **“Promoter”** which term or expression shall unless repugnant to the context or meaning thereof, deem to include its successors-in-interest, subsidiary(ies), nominees, executors and permitted assigns) of the **FIRST PART**;

### **AND**

(i) **Emaar India Limited** (CIN: U45201DL2005PLC133161, PAN: AABCE4308B), (ii) **Achates Buildcons Private Limited** (CIN: [U70109DL2006PTC150711], PAN: [AAFCA8058E]), (iii) **Acorn Developers Private Limited** (CIN: [U70109DL2006PTC150537], PAN: [AAFCA8062N]), (iv) **ADZE Properties Private Limited** (CIN: [U45201DL2006PTC147708], PAN: [AAFCA6899R]), (v) **Bhavishya Buildcon Private Limited** (CIN: [U45201DL2006PTC147806], PAN: [AACCB8226G]), (vi) **Chum Properties Private Limited** (CIN: [U45201DL2006PTC147704], PAN: [AACCC8077A]), (vii) **Hake Developers Private Limited** (CIN: [U45201DL2006PTC147697], PAN: [AABCH6879G]), (viii) **Kartikay Buildwell Private Limited** (CIN: [U45201DL2006PTC147531], PAN: [AACCK7692K]), (ix) **Perpetual Realtors Private Limited** (CIN: [U45201DL2006PTC147523], PAN: [AADCP8369H]), (x) **Pushkar Projects Private Limited** (CIN: [U70101DL2006PTC148855], PAN: [AAECP2937J]), (xi) **Sacred Estates Private Limited** (CIN: [U45201DL2006PTC147519], PAN: [AAJCS7288N]), each a company incorporated under the Companies Act, 1956 and existing under the Companies Act 2013, having its registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi – 110017 hereinafter individually referred to as a **“Landowner”** and collectively referred to as the **“Landowners”**) which expression shall, where the context so admits, include their successors-in-interest and permitted assigns) acting through their Authorized Signatory vide Board Resolutions each dated \_\_\_\_\_ and have duly authorized Emaar India Limited to sign and execute this Agreement for Sale and

Allottee	Promoter	Landowners
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to appear and present this Agreement for Sale for registration before the concerned Sub-Registrar, of the **SECOND PART**;

**AND**

Mr./Ms./Mrs. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter / wife of \_\_\_\_\_ son of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_),

Mr./Ms./Mrs. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter / wife of \_\_\_\_\_ son of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_),

Mr./Ms./Mrs. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter / wife of \_\_\_\_\_ son of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_),

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

**[OR]**

**[If the Allottee is a Company]**

\_\_\_\_\_, (CIN: \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, son / daughter / wife of \_\_\_\_\_ son of \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) duly authorized *vide* board resolution dated \_\_\_\_\_,

**[OR]**

**[If the Allottee is a Partnership]**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 (Registration No. \_\_\_\_\_ with the Registrar of Firms & Societies \_\_\_\_\_), having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, son / daughter / wife of \_\_\_\_\_ son of \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) authorized *vide* Resolution dated \_\_\_\_\_,

**[OR]**

**[If the Allottee is an Individual]**

Mr./Ms./Mrs. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter /

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wife of \_\_\_\_\_ son of \_\_\_\_\_ aged  
about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN  
\_\_\_\_\_),

[OR]

**[If the Allottee is a HUF]**

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of  
\_\_\_\_\_ son of \_\_\_\_\_ aged about  
\_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family / Hindu Dayabhagha  
Family known as \_\_\_\_\_ HUF, having its place of business / residence at  
\_\_\_\_\_, (PAN \_\_\_\_\_),

[OR]

**[If the Allottee is a Society]**

\_\_\_\_\_, (Society Registration No. \_\_\_\_\_) a  
Society registered under the Societies Registration Act, 1860, having its registered office at  
\_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized  
signatory, \_\_\_\_\_, son / daughter / wife of \_\_\_\_\_  
son of \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) duly  
authorized *vide* Resolution dated \_\_\_\_\_,

[OR]

**[If the Allottee is a Trust]**

\_\_\_\_\_, (Trust Registration No. \_\_\_\_\_) a Trust  
registered under the \_\_\_\_\_, having its registered office at  
\_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized  
signatory, \_\_\_\_\_, son / daughter / wife of \_\_\_\_\_  
son of \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) duly  
authorized *vide* Resolution dated \_\_\_\_\_,

(hereinafter jointly/severally, as the case may be, referred to as the “**Allottee**”, which term or expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and be deemed to mean and include in case of (i) individual/ proprietorship firm - the Allottee’s heirs, legal representatives, executors, administrators, successors and assignees; (ii) partnership firm/ LLP - all the existing partners of the Firm/ LLP and all future partner from time to time and the last surviving partner, his/her/its heirs, legal representatives, administrators, executors, successors and assigns (iv) HUF- each existing member of the HUF and all the future members from time to time and the last co-parcener of the HUF and its heirs, legal representatives, administrators, executors and successors; (iii) company/ society/ trust - its successor(s)-in-interest, trustees, society members and assign(s); as the case may be of the **THIRD PART**.

The Promoter and Allottee(s) shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

Allottee	Promoter	Landowners
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## WHEREAS:

- A. The Landowners are the absolute, joint and lawful owners of the land admeasuring [•] acres (11827.08 sq mts) out of 226.37 acres situated in the Villages of Sarsawa, Ardauna Mau, Ahma Mau, Pargana Lucknow, Tehsil Sarojini Nagar and District, Lucknow, named as Gomti Nagar Extension, Sector 7, Amar Shaheed Path, Lucknow, Uttar Pradesh (**“Licensed Land”**). The Promoter had entered into consortium agreements with the said Landowners pursuant to which the said Landowners and the Promoter were granted Licenses by the Lucknow Development Authority (*copies whereof are attached herewith under Schedule ‘H’*) for developing a Residential Group Housing Colony which *inter-alia* comprises of a group housing colony, open areas, landscaped gardens, etc. in a planned manner over a period of time, on the Licensed Land. The above-said consortium agreements alongwith the supplementary agreements are hereinafter collectively referred to as **“Definitive Agreement”**). The Promoter is constructing and developing a Group Housing Colony as a part of the Licensed Land in the name and style of **‘ELITE OASIS’** (hereinafter referred to as the **“Project”**), situated on the said Land, comprised in the Licensed Land more particularly described in **Schedule ‘J’** (hereinafter referred to as **“Said Land”**) for which the Promoter has obtained the approved layout, a copy whereof is attached hereto in **Schedule ‘H’**. The Promoter may extend the Said Land by adding, revising, altering to the extent as permissible under the Applicable Laws by procuring additional licence and / or as otherwise so directed by Lucknow Development Authority (**“LDA”**) / competent authorities in the interest of the Project and further developments by the Promoter to which the Applicant(s) agree(s), confirm(s) and gives his / her / its / their consent not to object in future.
- B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which Project is being developed have been complied with.
- C. The Promoter has been vested with complete authority and all appropriate and requisite rights and powers by the Landowners for undertaking and carrying out the exclusive development over Said Land under the Definitive Agreements. The Promoter is authorized to undertake the marketing, sale and administration of the said Unit in the Project to be developed on the Said Land including the conveyance of the said Group Housing Colony and accordingly the Promoter is entitled to invite applications and make allotment in its name.
- D. The Promoter has the right and is authorized and empowered to receive applications for sale of units, make and negotiate terms and conditions for such sale, receive the Total Price (*as hereinafter defined*) and other payments towards costs, charges and dues including Taxes and Cesses as stated in the Application and this Agreement to be executed in furtherance thereof and/or as otherwise may be due from the Allottee and to give valid discharge/receipts thereof in its own name, make allotments of the said Unit, execute the Agreement, sign, execute, deliver and register further documentation for the conveyance

Allottee	Promoter	Landowners

and sale of the units and other additional/ incidental/ ancillary documents as may be necessary.

- E. The Promoter has obtained approval on the layout plan/demarcation/zoning/site plan/building plan/or any requisite approval for the Project as the case may be, LDA. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act/ any other laws of the State as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority and has been issued RERA Registration for the Project, details whereof are stated in **Schedule – I**.
- G. The Allottee(s) after satisfying himself/herself/itself/ themselves about the rights and title of the Promoter/ Landowners over the Said Land, had applied for residential apartment in the Project through an Application, details whereof are mentioned in **Schedule ‘I’** and has been allotted the Unit alongwith parking (if applicable), as described in **Schedule ‘A’** and pro rata right in the common areas (“**Common Areas**”) as defined under Section 2(n) of the Real Estate Act and Rule 2(1)(d) of the UPRERA Rules (hereinafter referred to as the “**Apartment / Unit**” more particularly described and detailed and as depicted in **Schedule ‘A’**. The floor plan of the Apartment is annexed hereto and marked as **Schedule ‘B’** and the Payment Plan of the Unit is annexed hereto and marked as **Schedule ‘C’**.
- H. The Allottee(s) has / have clearly understood all limitations, restrictions, requirements and obligations of the Promoter and that of the Allottee(s) pursuant to the allotment of the Unit. The Allottee(s) has / have seen, duly reviewed, and accepted relevant documents including but not limited to the plans which are tentative and the fact that the Promoter may apply for an additional license for a parcel of land in addition to the Said Land, and the Allottee(s) has executed this Agreement with the full knowledge about the proposed dimension, topography and location of the Unit and other terms and conditions. However, the same are tentative and may be changed, altered, amended, modified, revised, added, deleted, substituted or recast as the Promoter may deem fit and necessary or due to receipt of additional license or as directed by the competent authority and/or architect at any time even after layout plans for the Project are sanctioned which shall be in accordance with the RERA Act and other Applicable Laws. The Allottee(s) has / have, in token of his acceptance of various plans of the Project signed and executed the annexures attached and which forms part and parcel of this Agreement. The Allottee(s) shall not raise any dispute / claim against the Promoter in this regard. The extent of the Project and/or Residential Group Housing Colony may be modified by way of addition / deletion of land parcels and merging with the Project with the Residential Group Housing Colony in future to the extent as may be acquired / required / desired pursuant / consequent to any directions / approvals by the competent authority and/or as may be permissible under the RERA Act and UPRERA Rules. The Promoter shall have the right to effect suitable necessary alterations in the layout plan of the Project/ Residential Group Housing Colony in accordance with and including but not limited to the RERA Act, UPRERA Rules, and all

Allottee	Promoter	Landowners



other Applicable Laws, as the case may be. These alterations may involve all or any of the changes such as change in the Unit number /or change in its dimensions or change in its area and to implement any or all of the above changes and appropriate document(s), if necessary, shall be duly executed. The Promoter shall confirm the final area of the Unit at the time of Notice for Intimation of Possession. The Total Price payable for the Unit shall be recalculated and the Allottee(s) hereby agrees and undertake that in the event of increase in the carpet area of the Unit, which is not more than three percent of the carpet area of the Unit, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided herein. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in Clause 1.2 of this Agreement. The Allottee shall further be liable to pay any enhancement in any tax/charges including any fresh incidence of tax as may be levied by the government or any statutory/competent authority, even if such levies are retrospective in effect, as and when demanded by the Promoter in relation to the Project/ Residential Group Housing Colony.

- I. In case of reduction in the area of the Unit, the excess amount paid by the Allottee(s) in respect of the Unit shall be adjustable in the last instalment payable by the Allottee(s) or refunded by the Promoter to the Allottee's within 45 (Forty Five) days from the date when such excess amount was paid by the Allottee(s) with annual interest at the rate prescribed in the UPRERA Rules, from the date when such an excess amount was paid by the Allottee(s). However, GST amount recovered earlier from the Allottee shall not be refunded.
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. All contents and terms and conditions of this Agreement are duly and fairly drafted and imbibed as per provisions of Real Estate Act.
- K. The Parties agree and understand that the scope of this Agreement is limited to the conditions for allotment/ sale of the said Unit in the said Project being developed as per design and construction guidelines/ architecture control design guidelines/ standard design/ control design provided by the Promoter and for the consideration agreed herein only. All the amounts as set out herein and payable by the Allottee in accordance with the annexed Payment Plan are solely in lieu of the consideration for the transfer/ sale/ conveyance of the said Unit and besides this, no amounts are being charged as a fee for any kind of service whatsoever as may be implied or alleged to be due hereunder or may be deemed to be rendered by the Promoter to the Allottee hereunder. The Promoter has not agreed to give any service to the Allottee apart from what is specifically enumerated in this Agreement and accordingly none shall be demanded or claimed by the Allottee at any point of time during or after the term of this Agreement and/or under the provisions of this Agreement.
- L. The Allottee acknowledges and accepts that the terms and conditions of this Agreement have been carefully read over and explained to him with its full legal import and effect and

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the Allottee has obtained independent advice on all the aspects and features before deciding to proceed further. Accordingly, the Allottee confirms executing this Agreement with full knowledge and understanding of its terms and conditions, including their legal implications, and is in unconditional and unqualified concurrence and agreement with the rights, duties, responsibilities, obligations of the Parties under this Agreement. The execution of this Agreement is an independent, informed and unequivocal decision of the Allottee.

- M. The Allottee has, without any promise or assurance otherwise than as expressly contained in this Agreement, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to enter into this Agreement for the purchase of the said Unit. The Allottee further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of the said Project.
- N. The Allottee has represented and warranted to the Promoter that he/she/it/they have legal and valid power and authority to enter into and perform this Agreement and there is no legal restraint/ impediment in this regard and further the Allottee and/or its spouse/ parents/ children have never been accused and/or prosecuted and/or convicted by any Competent Authority, of any offence relating to money laundering and/or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Exchange Regulation Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof or faced action on account of any default with respect to any property allotted in any other project of the Promoter or any of the associates/ affiliates of the Promoter or has instituted any suit or complaint or criminal or other actions/ proceedings whatsoever against the Promoter, any of its affiliates or associates. The Allottee hereby understands and represents that any failure by it to furnish true and correct information or transparently disclose the true and correct facts with respect to this warranty shall amount to the breach of this Agreement and the Allottee shall be liable to all the consequential action thereunder.
- O. It is expressly clarified that the Promoter has not represented in any manner or intended in any manner to convey any right or interest outside the boundary of the said Project and no impression/ representation of any kind has been given to the developments and/or constructions that may take place outside the boundary of the said Project.
- P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit which is solely residential in nature and the construction thereupon shall be undertaken, carried out and completed as per the permissible norms and the Applicable Law after obtaining the requisite sanctions, permissions, approvals, registrations etc. from the concerned authorities.
- Q. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein.
- R. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the

Allottee	Promoter	Landowners
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Project.

- S. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- T. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit/Apartment for Residential usage alongwith parking as specified in Recital G.

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

## DEFINITIONS

For the purpose of this Agreement, in addition to the terms defined elsewhere in this Agreement unless the context otherwise requires the following terms as used in this Agreement, shall have the same meanings as assigned to them hereunder and words and expressions not specifically defined hereunder shall have the meanings as the context in which they are used may ordinarily demand and as may be consistent with the intent and meaning of the provisions wherever used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning:

- (a) **“Agreement” / “Agreement for Sale”** shall mean this Agreement for Sale which will be executed by the Promoter, Landowners and the Allottee along with its recitals, schedules and terms and conditions in respect of the Group Housing Colony and registered with the concerned Sub-Registrar;
- (b) **“Applicable Laws”** shall mean and including any applicable Central, State or local laws, statutes, laws, orders, ordinances, rules, regulations, codes, bye-laws, etc. including amendments/ modification thereto, any Government notifications, circulars, office orders, directives guidelines, policies, notification etc. or any Government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter;
- (c) **“Application”** shall mean the application of the Allottee(s) for booking/provisional allotment of the Unit in the Project as made by the Allottee.
- (d) **“Allottee/ Allottees”** shall mean the Allottee of the said Unit whose particulars are set out in this Agreement and who has appended his/her/their/its signature(s) on each page hereof, towards acknowledgement of having agreed to the terms and conditions of this Agreement;

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- (e) **“Association of Allottees”** shall mean the association of the allottees in the Project which may be formed by the Promoter under the Applicable Laws;
- (f) **“Authority(ies)” / “Competent Authority”/ “Government Authority”/ “Statutory Authority”** shall mean and include any government body, statutory body, judicial or quasi-judicial authority, tribunal, Airport Authority of India, fire department, mining department, courts, tax authorities, State Pollution Control Board, Ministry of Environment & Forests (MOEF), Reserve Bank of India, any authority under the FEMA, state electricity boards, its tribunal or any other government/ local bodies / department, agency, commission, board, tribunal or other law, rule or regulation making entity having and/ or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Said Land and/or the Project and/or the said Unit and the expression **“Government Authorities”/ “Competent Authorities”/ “Statutory Authorities”** shall be construed accordingly;
- (g) **“Building Plan(s)”** shall mean the building plan(s) for the Unit as approved under the Uttar Pradesh Urban Planning and Development Act, 1973, U.P. (Regulations of Building Operations) Act, 1958, as amended from time to time, or any other Applicable Law, to be obtained by the Allottee;
- (h) **“Carpet Area”** of the Unit shall mean and include the net usable floor area of the Unit and the area covered by the internal partition walls including shear walls and columns within the Unit and shall exclude the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area;  
**Explanation** — For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee.
- (i) **“Commitment Period”** shall mean as specified in **Schedule ‘I’**, as notified by the Promoter to the Authority, at the time of registration of the Project under the Real Estate Act, for completion of the Project, and handover of possession of the said unit or as may be further revised/ approved by the authorities / RERA / UPRERA.
- (j) **“Common Areas”** mean areas as defined under Section 2(n) of the Real Estate Act and Rule 2(1)(d) of UPRERA Rules. For the purposes of this Agreement, the Common Areas of the Project shall exclude the Common Areas within the Unit. The list of Common Areas of the Project is enumerated in **Schedule ‘G’** of this Agreement;
- (k) **“Conveyance Deed”** shall mean the deed of conveyance by which the title to the said Unit shall be lawfully conveyed and vested in favour of the Allottee(s) in accordance with this Agreement, the Act and Applicable Laws which shall be executed and registered before the concerned Sub – Registrar.

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- (l) **“Delayed Payment Charges”** shall mean interest equivalent to State Bank of India’s highest marginal cost of lending rate plus 1% or any other rate of interest as may be prescribed under RERA Act.
- (m) **“Earnest Money”** shall mean 10% of the Total Price of the Unit, as mentioned in **Schedule ‘I’**, to be paid by the Allottee(s) as per the Payment Plan.
- (n) **“External Development Charges (EDC)”** means the external development charges including interest thereon levied or leviable on the Unit / Said Project/Said Land (whatever name called or in whatever form) by the Government of Uttar Pradesh or any other Competent Authority and with all such conditions imposed (now or in future) to be paid by the Allottee(s) and also includes any further interest payable thereon and any increase in such charges.
- (o) **“Force Majeure”** shall include any event beyond the reasonable control of the Promoter which prevents, impairs or adversely affects the Promoter’s ability to perform its obligation under this Agreement *inter-alia* including war, act of God, flood, drought, fire, cyclone, earthquake or any other natural calamities, pandemic and / or epidemic or any catastrophe (natural or man-made) of unpredictable and unimaginable magnitude beyond the control of the Promoter delay on account of non-availability of steel and/or cement and/or other building materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Promoter or due to any notice, order, rule policy/ guidelines, decisions or notification of the Central or State Government and/or any other public or Competent Authority tribunals/judicial/quasi-judicial bodies or due to any change in Applicable Law or any delay on account of receipt of approvals, or for any other reason which are unforeseen or beyond the reasonable control of the Promoter and any other such event or circumstance similar or analogous to the foregoing.
- (p) **“Goods and Service Tax (GST)” / GST** shall mean any tax imposed on the supply of goods or services or both under the Integrated Goods & Service Tax Act, 2017, GST (Compensation to the States for Loss of Revenue) Act, 2017, Central Goods & Service Tax Act, 2017 and State Goods & Service Tax Act, 2017 and all related ancillary legislations, rules, notifications, circulars.
- (q) **“IDC” / “State Infrastructure Development Charges (SIDC)”** shall mean the infrastructure development charges, including any interest thereon imposed by the Government of Uttar Pradesh on the Project/ Said Land, now or in future, by whatever name called, to be paid by the Allottee and also includes any interest thereon and any further increase in such charges;
- (r) **“IFMS”** means interest free maintenance security deposit paid by the Allottee(s) as part of the Total Price which shall be transferred to the Maintenance Agency / Association of Allottees as security for payment of periodical Maintenance Charges and to be utilized by the Promoter/ Maintenance Agency/ Association of Allottees, as the case may be, for payment of arrears of Maintenance Charges etc.

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- (s) **“Layout Plan”** shall mean the layout plan of the various components of the Project within its peripheral boundaries and shall include all subsequent revisions thereof;
- (t) **“Maintenance Agency”** shall mean either the Promoter itself/ Association of Allottees or any third party employed/ hired/ engaged/ nominated by the Promoter/ Association of Allottees for the purposes of carrying out the maintenance and upkeep of the Common Areas in/ of the said Project.
- (u) **“Maintenance Agreement”** shall mean the maintenance agreement to be executed by the Allottee(s) with Maintenance Agency and/or registered Association of Allottees upon offer of possession of Unit by Promoter to the Allottee(s), in the format prescribed by the Maintenance Agency, which shall be applicable to and binding for all the unit owners/ and occupants of the Project as the case may be. The Maintenance Agreement shall be executed for the purposes of upkeep and regular maintenance of the Common Areas of Project but shall not include the areas within the Unit;
- (v) **“Maintenance Charges”** shall be as defined in the Maintenance Agreement;
- (w) **“Payment Plan”** shall mean the Payment Plan as annexed to this Agreement in **Schedule ‘C’**;
- (x) **“Person”** shall mean any natural person, individual, sole proprietorship, unincorporated association or organization, body corporate, corporation, joint venture, trust, society, limited liability partnership, partnership, Hindu Undivided Family, any Government Authority or agency or any other entity or organization that may be treated as a person under the Applicable Law;
- (y) **“Project”** shall have the meaning as ascribed to it in Recital A this Agreement
- (z) **“Real Estate Act”** shall mean and refer to the Real Estate (Regulation & Development) Act, 2016 including any amendment or re-enactment thereof from time to time;
- (aa) **“RERA Authority”** shall mean Uttar Pradesh Real Estate Regulatory Authority.
- (bb) **“Section”** means a Section of the Real Estate Act and the UPRERA Rules;
- (cc) **“Taxes and Cesses”** shall mean any and all taxes by way of Goods and Services Tax (GST), one time building tax, building and other construction workers welfare fund, or any other taxes, Cesses, charges, levies by whatever name called, paid or payable by the Promoter and / or its contractors, sub-contractors, suppliers, consultants, etc. payable at the rates prevailing at the time of respective payments, in connection with the development of the Project, now or in future.
- (dd) **“Third Party”** or **“Third Parties”** shall mean any Person other than a Party;
- (ee) **“Total Price”** shall mean the meaning ascribed to it under Clause 1.2 herein.
- (ff) **“UPRERA”** shall mean the authority constituted under the Real Estate (Regulation & Development) Act, 2016 having jurisdiction over the Project.
- (gg) **“UPRERA Rules”** shall mean the Uttar Pradesh Real Estate (Regulation & Development) Rules, 2016 and regulations framed thereunder, as amended from time to time.

## INTERPRETATION:

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Unless the context otherwise requires, in this Agreement:

- (a) Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.
- (b) The Recitals and Schedules to this Agreement are an integral part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement.
- (c) The table of contents and headings and sub-headings in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.
- (d) Unless the context of this Agreement otherwise requires:
  - (i) words using the singular or plural number also include the plural or singular number, respectively;
  - (ii) words of any gender are deemed to include the other gender;
  - (iii) the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified Sections of this Agreement, as the case may be;
  - (iv) reference to the words “include”, “including” and “in particular” shall be construed without limitation;
  - (v) the words “directly” or “indirectly” mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and, “direct” or “indirect” shall have the correlative meanings;
  - (vi) the term “Clause” refers to the specified Clause of this Agreement;
  - (vii) reference to any legislation or Applicable Law or to any provision thereof shall include references to any such Applicable Law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
  - (viii) unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
  - (ix) the words “other”, “or otherwise” and “whatsoever” shall not be construed *ejusdem generis* or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
  - (x) references in this Agreement to any law or statute includes a reference to that law or statute as amended, replaced, supplemented or re-enacted, both before and at any time after the execution of this Agreement;
  - (xi) an obligation for a Party to “procure” or “cause” or “ensure” or “endeavour” that something shall be done shall be construed as an obligation on the part of each such Party to take all steps within its control to do or cause that thing to be done, including by exercising all rights and powers vested in or available to it, and all correlative terms shall be construed as above;

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- (xii) subject to the terms, conditions and limitations herein provided, the Parties agree to use their respective good faith endeavors to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under all Applicable Laws to carry out and make effective the provisions of this Agreement;
- (xiii) unless otherwise stated, all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement;
- (xiv) reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement, or such other agreement, deed or other instrument or document as the same may, from time to time, be amended, varied, supplemented or novated.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

## **1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agree(s) to purchase the Unit for residential usage alongwith parking as specified in **Recital 'G'**. The Parties confirm that they have read and understood the provisions of Section 14 of the RERA Act.
- 1.2 The Total Price for the Unit/Apartment for residential usage alongwith parking based on the carpet area shall be as stated under **Schedule 'I'** ("**Total Price**").
- 1.3 The Total Price shall comprise of the following as detailed in **Schedule 'I'**:
  - (i) Unit Price including \_\_ (\_\_\_\_) car parking;
  - (ii) EDC, IDC and any interest thereon, as applicable;
  - (iii) IFMS;
  - (iv) Maintenance Charges including GST for first 12 (Twelve) months commencing from the Maintenance Charges Commencement Date (*defined hereunder*);
  - (v) Taxes and Cesses payable by the Allottee(s) including GST at the rate applicable on the date of execution of this Agreement. However, the Allottee shall further be liable to pay any enhancement in any tax/charges/GST including any fresh incidence of tax as may be levied by the government or any statutory/competent authority, even if such levies are retrospective in effect, as and when demanded by the Promoter in relation to the Project/ Residential Group Housing Colony;

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(vi) Membership charges for the following facilities:

Access and use of Club

1.4 The Allottee(s) shall make the payment as per the payment plan (“**Payment Plan**”) set out in **Schedule ‘C’**.

**Explanation:**

- (a) The Total Price as mentioned above includes the Earnest Money paid by the Allottee(s) to the Promoter towards the Unit/Apartment for residential usage alongwith parking;
- (b) The abovesaid Maintenance Charges + GST after the expiry of the aforesaid period of 12 months shall be paid by the Allottee directly to the maintenance agency appointed by the Promoter, details whereof, shall be provided by the Promoter at the time of Intimation for Offer of Possession.
- (c) The Total Price as mentioned above includes *inter-alia* IFMS, Taxes (GST at the rate applicable on the date of execution of this Agreement, and Cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the Project(s)) paid/payable by the Promoter up to the date of handing of the possession of the Unit/Apartment for residential usage alongwith parking to the allottee(s) or the project to the competent authority/Association of Allottee, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession at the respective rates applicable on the date of execution of this Agreement. However, the Allottee shall further be liable to pay any enhancement in any tax/charges/GST including any fresh incidence of tax as may be levied by the government or any statutory/competent authority, even if such levies are retrospective in effect, as and when demanded by the Promoter in relation to the Project:

Provided that, in case there is any change/modification in the Taxes and Cesses/charges/ fees/levies etc., the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/decreased based on such change/modification. Thus, the Allottee shall be liable to pay any enhancement in any tax/charges/GST including any fresh incidence of tax as may be levied by the government or any statutory/competent authority, even if such levies are retrospective in effect, as and when demanded by the Promoter in relation to the Project/ Residential Group Housing Colony.

Provided further, if there is any increase in the taxes/charges/fees/levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the RERA Authority, which shall include the extension of registration, if any, granted to the said Project by the RERA Authority, as per the RERA Act and UPRERA Rules, the same shall not be charged from the Allottee(s);

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- (d) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable in accordance with the Payment Plan and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes / fees / charges / levies etc. paid or demanded along with the acts / rules / notifications together with dates from which such taxes / fees / charges / levies etc. have been imposed or become effective;
- (e) The Total Price of Unit/Apartment for residential use alongwith parking includes recovery of price of land, development/construction of not only of the Apartment/ Unit but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, EDC/SIDC, Taxes and Cesses/fees/levies etc., cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, Maintenance Charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit/ Apartment for residential use alongwith parking in the Project.
- (f) It is agreed that Goods and Services Tax is applicable on Delayed Payment Charges. Pursuant to foregoing, Delayed Payment Charges along with Goods and Services Tax applicable thereon will be computed as and when Allottee(s) will make such payments to the Promoter in terms of this Agreement.
- 1.5 All other land(s), areas, facilities and amenities, except those specified in this Agreement which falls to the share of the Allottee(s), are specifically excluded from the scope of this Agreement and the Allottee(s) agree(s) and understand(s) that he / she / it / they shall have no ownership rights, rights of usage, title or interest etc. in any form whatsoever in such land(s), areas, facilities and amenities except to the extent of using only such general commonly used areas and facilities within the Project limited to and precisely listed in **Schedule ‘G’** enclosed herewith, subject however, to the timely payment of Maintenance Charges by the Allottee(s). It is also clarified and agreed to by the Allottee(s) that the general common areas like lawns, greens, roads, entrance, open spaces, other facilities/amenities/gym, etc. of the Project are common and for the benefit of all allottees of the entire Project and cannot be divided. Such land(s) areas, facilities and amenities have not been included in the computation of area of the Unit for calculating the Total Price and therefore, the Allottee(s) have not paid any money for use or ownership in respect of such land(s), areas, facilities and amenities. The Allottee(s) agree(s) and understand(s) that ownership of such land(s), areas, facilities and amenities vests solely with the Promoter, its associates and

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Landowners and their usage and manner/method of use, disposal, etc. shall be at the sole discretion of the Promoter and its associates and subsidiary.

- 1.6 It is clarified that certain areas at the roof of the said Building are earmarked for the construction of the water tanks, solar panels and common amenities/facilities etc. as required by law and can be accessed by the allottee(s) of all the floors strictly for the purpose of maintenance and repair of such common amenities/facilities and not for any other purpose.
- 1.7 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agree(s) to pay, due to increase on account of development charges 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 which the Allottee(s) shall be liable to pay proportionately along with other allottees in the Project, as applicable. The Allottee(s) also agree(s) that in case of any decrease attributable to cost / charges / fees / levies etc. (including with retrospective effect, if any) as may be notified by the Competent Authorities, the same shall be adjusted proportionately in favour of the Allottee(s), and such adjustment shall be made from the next instalment due from the Allottee(s) following the intimation of such decrease by the Promoter/ Competent Authority, as the case may be. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/fees/levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the UPRERA Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.8 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule 'C' ("Payment Plan")**.
- 1.9 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee(s) by discounting such early payments at such rate as intimated by the Promoter at the time of receipt of such early payments instalments for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter unless agreed upon by the allottee(s).
- 1.10 It is agreed that the Promoter shall not make any material additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the

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basis of which sale is effected) in respect of the apartment or building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Real Estate Act and UPRERA Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities. Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Real Estate Act and UPRERA Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities or alterations as may be required to make the enjoyment of the Project comfortable and convenient for the allottees / occupants / users at large.

- 1.11 The Allottee(s) has been informed and made to understand that in case any specifications qua the Project or part thereof are required to be varied/ altered/ modified in the best interest of the allottees and/ or the Project, the Promoter shall be entitled to carry out such modifications, alteration, variations as per the Applicable Law and which are reasonable and justifiable and the Allottee(s) agree(s) not to agitate upon the same either individually or collectively with others. The above shall in no manner be interpreted to prejudice the rights and interests of the Allottee(s).
- 1.12 The Promoter shall confirm to the Carpet Area that has been allotted to the Allottee(s) after the construction of the Building/Unit, as the case may be, is complete and the occupation certificate/ part occupation (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee(s) within 45 (Forty-Five) days with annual interest at the rate prescribed in the UPRERA Rules, from the date when such an excess amount was paid by the Allottee(s). However, GST amount recovered earlier from the Allottee shall not be refunded. If there is any increase in the carpet area, which is not more than three percent of the Carpet Area of the Apartment / Unit, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in **Schedule 'C'**. No other claim, monetary or otherwise, shall lie against the Promoter.
- 1.13 Subject to Clause 10 (ii) and upon execution of Conveyance Deed, the Promoter agrees and acknowledges that the Allottee(s) shall have the right to the Unit/Apartment for residential usage alongwith parking as mentioned below:
  - (i) The Allottee(s) shall have exclusive ownership of the Unit/ Apartment for residential usage alongwith parking and the same shall not have any independent legal entity detached or independent from the said Unit / Apartment. The Allottee(s) undertake(s) not to sell/ transfer/ deal with such exclusive right to use such car parking space independent of the said Unit.

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- (ii) The Allottee(s) shall also have a pro rata right in the Common Areas as provided under Rule 2(1)(d) of the UPRERA Rules and as stated under **Schedule 'G'**. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the Association of Allottees/Competent Authorities after duly obtaining the occupation certificate/part occupation certificate from the competent authority, as the case may be as provided under Rule 2(1)(d) of the UPRERA Rules;
  - (iii) The Allottee(s) has / have the right to visit the Project's site to assess the extent of development of the Project and his / her / its / their Unit/Apartment for Residential usage. The Allottee(s) agrees and confirms that the Promoter shall not be held responsible for any accident/ mis-happening that may occur/ happen to the Allottee(s) and/or any other person accompanying the Allottee(s) and/or to the property of the Allottee(s) and/or of such other person, at the time of such inspection.
  - (iv) The Allottee(s) undertake(s) to park his / her / its / their vehicle in the allotted car parking space only and nowhere else in the Project. The Allottee(s) agree(s) and understand(s) that the Allottee(s) shall not be entitled to use the other areas in the building reserved for services, maintenance staff etc. for parking his / her / its vehicles or any other usage.
  - (v) The Allottee(s) agree(s) and confirm(s) that the Parking Space(s) allotted for his / her / its / their exclusive use shall not be leased out or transferred to any person who is not an allottee of the said Project. The Allottee(s) agree(s) and confirm(s) that only such parking space(s) which have not been allotted for the exclusive use of any of the Allottee(s) of the said Project shall be earmarked as visitor parking and may be included as part of common areas of the said Project for the purpose of the declaration.
- 1.14 The Promoter agrees to pay all outstanding payments alongwith applicable Taxes and Cesses before transferring the physical possession of the Apartment / Unit to the Allottee(s), which it has collected from the Allottee(s), for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/charges/levies etc., charges for water or electricity, Maintenance Charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment / Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or

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person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.15 The Allottee(s) has / have paid a sum as stated in **Schedule 'I'** as the Earnest Money being part payment towards the Total Price of the Unit/ Apartment for residential usage alongwith parking at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Unit/Apartment for residential usage alongwith parking as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee(s) delay(s) in payment towards any 1.16 The amount which is payable, the Allottee(s) shall be liable to pay stamp interest for the delayed period to the Promoter, at the rate prescribed duty, in RERA Rules i.e. Delayed Payment Charges computed on and from the date of payment of the amount. ~~the date of charges and administrative charges for execution and registration of this Agreement and the Conveyance Deed in favour of the Allottee(s) shall be paid extra by the Allottee(s) as and when demanded by the Promoter or at the time set out in the **Schedule 'C'** of this Agreement.~~

- 1.17 The Total Price includes the proportionate cost of fire-fighting and fire safety equipment as required by the existing regulations. If, due to any subsequent legislation/ government order, directives, guidelines or change/amendments in any Applicable law including but not limited to the National Building Code 2016, or if deemed necessary by the Promoter at its sole discretion, additional fire and life safety measures are undertaken, then the Allottee(s) undertake(s) to pay, without any protest or demur, within thirty (30) days from the date of written demand by the Promoter, such additional expenditure incurred thereon in proportion to the area of the Unit to the total area of all the units in the said Project including GST, if any, as determined by the Promoter.
- 1.18 In case the Promoter enriches/ enhances the specifications of the Unit on the express instructions and advise of the Allottee(s) as accepted by the Promoter and/or provides additional amenities and facilities over the norms specified by the Competent Authority in this regard, then the Promoter shall be entitled to raise the demand of such additional sums for such additional service(s)/ specification(s) to the Allottee(s) as additional costs and charges and the Allottee(s) agree(s) to pay the same to the Promoter, without any delay, demur and protest.
- 1.19 In case the Promoter is required to make any additional/ specific provisions of certain specifications for and in relation to the Unit and/or for any additional features and services at the Project (including installation or make provision for alternate sources of generation/ distribution of electricity or additional fire safety measures over and above those required as per existing rules and regulations), which results from any directives/ instructions of the Competent Authority under

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the Applicable Law (but not occasioned due to any default of the Promoter), then the Promoter shall be entitled to raise the demand of such additional sums for such additional specification(s) to the allottees of the Unit as additional costs and charges and the Allottee(s) agree(s) to pay the same proportionately to the Promoter, without any delay, demur and protest.

- 1.20 The Allottee(s) hereby confirms and agrees that the Promoter shall be liable and responsible only for and in relation to the written communication through the authorized personnel of the Promoter and the Promoter, its officials and authorised representatives shall in no manner be liable and bound by any communication in any form exchanged between the Allottee(s) and any real estate agent and/or any third parties and/or Person and/or any agreement or understanding arrived at with the aforesaid persons.
- 1.21 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the parking is a single indivisible unit for all purposes. The Project is an independent, self-contained project on the said Licensed Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities other than declared as independent areas in the deed of declaration shall be available only for use and enjoyment of the Allottees of the Project. The Promoter shall be entitled to, at its sole discretion, add / integrate any additional contiguous land, which may be acquired / developed, to this Project and/or may extend this Project to the extent of additional contiguous land or plan a new project in integration of this Project on the additional contiguous land. In such a case, the Promoter will be entitled to get the layout plan of this Project along with the layout plan of the additional contiguous land or additional/adjacent/ adjoining land revised and get the additional contiguous land licensed from LDA or any other Competent Authority in addition to the existing license for this Project as per Applicable Laws. The common areas and the essential services of the Project shall be extended to the extended project or new project on additional contiguous land project, as the case may be.
- 1.22 **Club and other recreational facilities/amenities –**
  - (i) In accordance with the development plan of the Project, the Promoter proposes to develop a Club for recreational purposes in the Project. The membership for the usage of the said Club is included in the Total Price. The Allottee(s) understand(s) that the Club may be developed either simultaneously with or after development of the Unit.
  - (ii) On the Club becoming functional, keeping in view the general requirement of the members, the quantum of facilities available in the Club and other incidental factors affecting the running, maintenance and upkeep of the Club, the Allottee(s) shall pay charges as prescribed from time to time by

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the Promoter / Maintenance Agency and agree to abide by the rules and regulations formulated by the Promoter / Maintenance Agency for proper management of the Club.

- (iii) The Promoter may at its sole discretion develop other recreational facilities/amenities for recreational purposes in the said Project / Building. The right of usage of such other recreational facilities/amenities, shall be limited to the Allottee(s) (and the occupants of the Unit claiming under them) and their dependents within the Project and is subject to the fulfilment of the terms and conditions as may be stipulated by the Promoter. The Allottee(s) authorizes the Promoter to formulate, at the Promoter's sole discretion, appropriate management structure and policies, rules and regulations for the said other recreational facilities/amenities and upon intimation of the formalities to be complied, the Allottee(s) undertakes to fulfil / comply with the same.

### 1.23 TAXES AND CESSSES

- (i) The Total Price is inclusive of Taxes and Cesses as applicable on the date of this Agreement, however, in case there is an increase / decrease/ fresh incidence in the Taxes and Cesses, the Allottee(s) shall be liable to pay the same as and when demanded and in case of decrease, the Promoter shall refund the excess amount. However, GST amount recovered earlier from the Allottee shall not be refunded. For any increase in the Taxes and Cesses, the Promoter shall raise a demand along with the applicable law and the Allottee(s) shall be liable to pay the same as and when demanded.
- (ii) After obtaining physical possession of the Unit:
- (a) The Allottee(s) agree(s) and undertake(s) to pay, on demand, all rates, taxes, charges, and all other dues or cess of all / any kind whatsoever, if applicable, whether levied or leviable, now or in future, on the Unit/Building/Project, including electricity consumption charges for the Unit at actuals, common area electricity charges payable to the requisite authorities from the date of possession of the Unit in the Project and the same shall be paid by the Allottee(s) at actuals as in proportion to the Carpet Area of the said Unit. Such an apportionment shall be made by the Promoter and / or its nominee and / or the Maintenance Agency, as the case may be, and the same shall be conclusive, final and binding upon the Allottee(s).
- (b) The Allottee(s) shall be responsible for the payment of the below mentioned Taxes from the date of handing over the physical possession of the Unit to the Allottee(s) and the Project to the Association of Allottees or the Government Authority, as the case

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may be, after obtaining the occupation certificate in relation to the Building:

- **Property Tax** – Property Tax will be payable by Allottee(s) to the Government Authority. However, if assessment of property tax is not made separately for each Unit and a consolidated demand is made by the Government Authority in the name of the Promoter, then, in that event, the Allottee(s) undertake(s) to pay his / her / its proportionate share to the Promoter on the basis of the carpet area of the Unit within 7 (seven) days from such demand from the Promoter.
- **Wealth Tax, Fire-Fighting Tax, Cesses or any other Taxes** – The Allottee(s) agree(s) to pay directly or if paid by Promoter then reimburse to the Promoter on their demand all the Government Taxes including without limitation in the form of Goods and Service Tax on amount payable in or in relation to sale of Unit, Cess or taxes, house tax, fire-fighting tax or any other fee or cess or taxes of all and any kind by whatever name called, whether levied or leviable now or in future, and on any other charges payable by the Allottee(s) to the Promoter and / or any such Maintenance Agency and / or its nominee or any other supplier of utilities and services in terms of this Agreement, the same shall also be payable by the Allottee(s) in proportion to the area acquired under this Agreement and shall be payable immediately on demand, from the date of its applicability and the Allottee(s) agree(s) and undertake(s) to keep the Promoter fully harmless and indemnified in respect of such liability. The Allottee(s) understand(s) that the aforementioned Taxes and Cesses are only illustrative and not exhaustive. The Allottee shall be liable to pay any GST/tax/charges including any fresh incidence/increase/decrease of tax as may be levied by the government or any statutory/competent authority, even if such levies are retrospective in effect, as and when demanded by the Promoter.  
Any betterment charges, development levies, additional premium and any other sums including GST, if any, payable to or demanded by any Government Authority over and above the Total Price as mentioned above and the registration charges, stamp duty etc. and other incidental charges and expenses in relation to registration of the above Unit in name of the Allottee(s), shall be borne by the Allottee(s) in proportion to the

Allottee	Promoter	Landowners

area acquired under this Agreement and shall be payable immediately on demand.

#### 1.24 OPEN SPACE ON THE ROOFTOP

The Promoter / Maintenance Agency reserves the right to use any part of the roof top / terraces above the top floor of the Project for installation and operation of antenna, satellite dishes, communication towers, or other equipment / v-sat link equipment / tower / other communication equipment or to use for advertisement purposes as per the applicable law and the Allottee(s) agree(s) that he / she / it / they shall not object to the same and make any claims on this account.

## 2. MODE OF PAYMENT:

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in the manner set out in **Schedule 'C'**. The Promoter reserves the right to amend or change the account details and payment advises/ instructions and provide new or modified bank account details to allottees subject to the provisions of the Real Estate Act and UPRERA Rules. The date of clearing of the instrument/ receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be borne by the Allottee and credit shall be granted from the date of actual receipt of funds.
- 2.2 The Allottee agrees and understands that if the Allottee delays in making payment towards the amount which is payable as per the Payment Plan, then the Allottee shall be liable to pay the Delay Payment Charges to the Promoter.
- 2.3 The Allottee is under legal obligation as per provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01<sup>st</sup> June, 2013) to deduct tax at source (TDS) from each instalment/ payment. The Allottee shall be required to submit TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of remittance of payment to the Promoter so that the appropriate credit may be allowed to the account of the Allottee.
- 2.4 The Allottee shall make all payments in time as per payment plan opted by the Allottee and other applicable dues as may be demanded by the Promoter from time to time.
- 2.5 All payments shall be subject to realization and the date of credit into the Promoter's bank account shall be deemed to be the date of payment. It shall be the obligation of the Allottee to ensure that each payment is made in such time that the amount due is credited into the said bank account on or before its due date. The Allottee also understands and agrees to be liable and responsible for all payments made to the Promoter in respect of the said Unit. The Allottee shall

Allottee	Promoter	Landowners

notify the Promoter in case of any payment that have been made via RTGS/NEFT/IMPS or any other mode of online payment to enable the Promoter to account such payment to the Allottees account. Any failure on the part of the Allottee to notify the Promoter shall not absolve the Allottee from making the payments on the due dates.

- 2.6 The Allottee understands and agrees that although the Allottee may obtain finance from any financial institution/ bank/ entity or any other lawful source for the purchase of the said Unit as may be permissible under Applicable Law, however the Allottee's obligation to make timely payments for the said Unit pursuant to this Agreement shall not be contingent upon the Allottee's ability, capacity or competence to obtain or continue to obtain such financing. The Allottee shall, regardless of any financing, remain bound under this Agreement for fulfilling all obligations relating to the payments of all dues relating to the said Unit. The rights of the financial institution/ bank/ entity or any other lawful source shall be subservient to or equivalent to the rights of the Allottee under this Agreement and shall not be more or better than that of the Allottee. The Allottee agrees and understands that the Promoter shall not be under any obligation whatsoever to make any financial arrangements for the Allottee and the Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due and payable to the Promoter in accordance with the Payment Plan on the grounds of non-availability, rejection, non-disbursement, delay in sanction or disbursement of any bank loan or finance and/or for any reason whatsoever and if the Allottee fails to make timely payments due to the Promoter, then the Promoter shall have the right to exercise all the rights and remedies as available to it under the Applicable Law. In the event any loan facility has been availed by the Allottee, the Conveyance Deed shall be executed only upon receipt of the no-objection certificate from such bank/financial institution/entity or any other lawful source.
- 2.7 Further, any refund to be made in terms hereof, shall be made to the Allottee strictly in terms of the financial arrangement and understanding and the lending facility agreement entered into between the Allottee and his bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity or any other lawful source from whom the Allottee has raised loan/ finance for purchase of the said Unit. In cases of any such refund being made by the Promoter (after deducting the Earnest Money, Delayed Payment Charges, if any) directly to the bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity or any other lawful source, the same shall be deemed as a refund to the Allottee for the purposes of this Agreement in full and final satisfaction and settlement of account of the Allottee in respect of and in relation to the said Unit against the Allottee as well as such bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity or any other lawful source and no other claim, monetary or otherwise shall

Allottee	Promoter	Landowners
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lie against the Promoter and the said Unit. However, GST amount recovered earlier from the Allottee shall not be refunded.

- 2.8 The payments will be as per the annexure attached and opted by the Allottee from the available options.
- 2.9 The payment option opted by the Allottee in this Agreement is final and no changes are normally allowed in the same. In the event the Allottee desires any changes, the Allottee shall make a request in writing which the Promoter shall consider without any obligation for providing the same. However, if the Promoter decides to make any changes as per the request, the Allottee shall be liable to make payments for the same as decided by the Promoter.

### **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder directions and circulars issued from time to time and any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understand(s) and agree(s) that in the event of any failure on his / her / its / their part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she / it / they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the Applicable Laws.
- 3.3 The Allottee has / have represented and warranted to the Promoter and/or the Landowners that it has legal and valid power and authority to enter into and perform this Agreement and there is no legal restraint / impediment in this regard and further the Allottee and / or its spouse/ parents/ children have never been accused and/or prosecuted and/or convicted by any Competent Authority, of any offence relating to money laundering and/or violation of the provisions of Foreign

Allottee	Promoter	Landowners

Exchange Management Act, 1999 (erstwhile Exchange Regulation Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof or faced action on account of any default with respect to any property allotted in any other project of the Promoter or any of the associates/ affiliates of the Promoter or has instituted any suit or complaint or criminal or other actions/ proceedings whatsoever against the Promoter, any of its affiliates or associates. The Allottee hereby understands and represents that any failure by it to furnish true and correct information or transparently disclose the true and correct facts with respect to this warranty shall amount to the breach of this Agreement and the Allottee shall be liable to all the consequential action thereunder.

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

- 4.1 The Allottee authorizes the Promoter to adjust/appropriate all payments made by the Allottee under any head(s) of dues against lawful outstanding of the Allottee against the said Unit, if any, in the name of the Allottee and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 4.2 The Allottee agrees that the Promoter shall adjust amounts received from the Allottee first towards statutory levies and then towards interest on overdue instalments and thereafter towards overdue instalments or any other outstanding demand and finally, the balance, if any, would be adjusted towards the current instalment or current dues.

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

- 5.1 The Promoter shall complete the development of the Project on or before the expiry of the Commitment Period or any extension granted by RERA Authority by invoking 'Force Majeure' clause or such other extended period as may be intimated and approved by the RERA Authority from time to time. The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the UPRERA and towards offer of handing over the said Unit to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be, as provided under the Applicable Law, subject to Force Majeure and subject to the Allottee complying with all its obligations.
- 5.2 It is specifically and categorically understood and agreed by the Allottee that time is of the essence with respect to the Allottee's obligations to perform or observe all the obligations of the Allottee under this Agreement more specifically to pay the Total Price along with other payments such as applicable stamp duty,

Allottee	Promoter	Landowners
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registration fee and other charges including GST, if any, stipulated under this Agreement to be paid on or before due date or as and when demanded by the Promoter as the case may be. In the event, the Allottee fails to make the payments on time despite notices/reminders being sent to the Allottee, the Promoter shall have the right to cancel the allotment and forfeit the Earnest Money along with Delay Payment Charges, if any. However, the Promoter may, in its sole discretion, waive its right to terminate the allotment/ Agreement for Sale and enforce all the payments and seek specific performance of the Agreement for Sale.

## 6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT

- 6.1 The Allottee(s) has / have seen the proposed layout plan / demarcation-cum-zoning / site plan/ building plan, specifications, amenities, facilities, etc. depicted in the agreement / website (as the case may be) regarding the Project(s) where the said Unit for residential use alongwith parking is located and has accepted the floor/site plan, payment plan and the specifications, amenities, facilities, etc. (annexed herewith) which has been approved by the competent authority, as represented by the Promoter.
- 6.2 The Promoter shall develop the Project in accordance with the bye-laws, FAR, density norms, provisions prescribed, approved plans, terms and condition of the Licenses/ allotment, all Applicable Laws as applicable from time to time. The Promoter shall develop the Project including the Common Areas in accordance with the applicable bye laws, FAR, density norms, provisions prescribed, approved plans, terms and conditions of Licenses / allotment as well as registration of RERA, and provisions as applicable from time to time till completion of the said Project. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the provisions and norms prescribed by the LDA and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Real Estate Act and UPRERA Rules made thereunder or as per approvals / instructions / guidelines of the Competent Authorities and/or as provided in this Agreement.
- 6.3 The construction of the Unit in the Project including the materials, equipment and fixtures to be installed therein shall be substantially in accordance with the specifications as given in **Schedule 'D'**.
- 6.4 The Allottee(s) agree(s) and understand(s) that in case the Promoter is able to get additional FAR/ density, the Promoter shall have the sole right to utilize the additional FAR/ density in the manner it may deem fit including but not limited to making additions to the said Building or making additional buildings in and around the land of the Project and the Promoter shall be entitled to get the

Allottee	Promoter	Landowners
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electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage systems in the Project. Allottee(s) acknowledge(s) that Allottee(s) has not made any payment towards the additional FAR/ density and shall have no right to object to any of such construction activities carried on the Building / Project.

- 6.5 The Allottee(s) is / are informed and the Allottee(s) acknowledges that the Promoter shall carry out the internal development within the Project, which *inter alia*, includes laying of roads, water lines, sewer lines, storm water lines, Sewage Treatment Plant, Water Treatment Plant, electrical lines, electrical transformer and panel room, low voltage lines etc. as per the overall planning in line with the sanctions and approvals so received. However, it is understood that external linkages for these services beyond the periphery of the licensed Project, such as water lines, sewer lines, covering of drain/ nallah, storm water drains, roads, electricity, and other such integral services are to be provided by the Competent Authorities. The Allottee(s) hereby confirm(s) and acknowledge(s) that the Promoter is not liable for development / construction of such sector road and/or the service road which are to be constructed by the concerned Competent Authorities. The Promoter is dependent on the Competent Authorities for providing such external linkage and the Promoter shall not be responsible for any unfinished works, save and except towards payment of EDC/ SIDC/ IAC, as the case may be, as applicable.
- 6.6 In the event the Competent Authorities are not able to provide such external facilities by the time the Unit is handed over to the Allottee, then the Allottee(s) agrees and understands that such services and facilities shall have to be availed through Third Party agencies/ vendors as interim measure (such as, electricity/ power supply through DG sets and water tanker facilities) for which charges as determined by the Promoter/ Association of Allottees shall be payable by all the allottees.
- 6.7 The Allottee(s) is informed and the Allottee(s) acknowledges that electrical power shall be obtained by the Promoter/Maintenance Agency from a nearby substation/ outgoing individual/ shared power line feeder in compliance with applicable Laws. The operational/ maintenance/ insurance/ management fee/ other costs related to the substation/ feeder lines etc., shall be borne by the Allottee(s) as per their share. The Allottee(s) shall not create any dispute or raise any objections or impediments in respect of the same.

## **7. POSSESSION OF THE UNIT / APARTMENT FOR RESIDENTIAL USAGE:**

### **7.1 Schedule for possession of the said Unit / Apartment for Residential usage -**

- (i) The Promoter agrees and understands that timely delivery of possession of the Unit / Apartment for residential usage alongwith parking to the

Allottee	Promoter	Landowners
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Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(d) of the UPRERA Rules, is the essence of the Agreement.

- (ii) The Promoter assures to hand over possession of the Unit / Apartment for residential usage alongwith parking as per agreed terms and conditions unless there is delay due to but not limited to (a) force majeure as per Applicable Law or as understood in common parlance; (b) court orders; (c) Government Policy/ guidelines; (d) policy/ guidelines of Competent Authorities; (e) decisions affecting the regular development of the Project; (f) the promulgation of or an amendment in any law, rule or regulation, or the issue of any injunction, or direction from any Governmental Authority(ies) / Competent Authority(ies) that restricts or prevents the Promoter from complying with any or all the terms and conditions as agreed in this Agreement; (g) any legislation, order or rule or regulation made or issued by the Governmental Authority(ies) / Competent Authority(ies) or any other authority; (h) if any Governmental Authority(ies) / Competent Authority(ies) refuses, delays, withholds, denies the grant of any necessary or requisite approval for the said Project or any part thereof or any Unit therein, or other facilities and amenities and provisions therein; (i) if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority(ies) / Competent Authority(ies) becomes subject matter of any suit / writ / legal proceedings before any competent court of law; (j) any restraint or other embargo on the construction / development or restrictions on the timings of construction / development by any court of law or other Competent Authority / Governmental Authority whether it be partial / complete; (k) by any other event/ reason of delay recognized or allowed in this regard by any Governmental Authority(ies) / Competent Authority(ies) or other authority or under the Applicable Laws, on or before the expiry of the validity of the UPRERA Registration Certificate or any other date as maybe duly extended under the provisions of the Real Estate Act or the UPRERA Rules or as otherwise permissible under the Applicable Laws, prior to the expiry of the Commitment Period, subject to however to the limitations and the timely performance of its obligations by the Allottee(s) under the terms and conditions of this Agreement. If, the completion of the Project is delayed due to the above conditions, then the Allottee(s) agree(s) that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit / Apartment for Residential usage. The Allottee(s) shall not be entitled to any compensation for the period of such delay.
- (iii) The Allottee(s) agree(s) and confirm(s) that, in the event it becomes impossible for the Promoter to implement the Project due to *Force Majeure*

Allottee	Promoter	Landowners
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and above-mentioned conditions, then the allotment shall stand terminated and the Promoter shall refund to the Allottee(s), the entire amount received by the Promoter from the Allottee(s) within 120 (one hundred and twenty) days subject to the receipt of refund/ credit of applicable taxes by the Promoter from the Competent Authorities. However, GST amount recovered earlier from the Allottee shall not be refunded. The Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agree(s) that he/she / it / they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. The Promoter shall not charge more than the normal Maintenance Charges from the allottees.

## 7.2 Procedure for taking possession of Unit/Apartment—

- (i) The Promoter, upon obtaining the occupation certificate/completion certificate (as applicable) in respect of the Unit comprised in the building / tower in the Project alongwith parking shall offer in writing ("**Possession Notice**" or "**Intimation of Possession**") the possession of the Unit/ Apartment within 2 (two) months from the date of above approval and/or such extended period as maybe granted by the competent Authority, to the Allottee(s) within 30 (thirty) days of the date of such Possession Notice and complete such other documentary requirements, as may be necessary, and the Promoter shall, after execution of all such documentation and receipt of all outstanding payments from the Allottee(s) including all dues payable under this Agreement or as may be payable because of any demands of any Authority, permit the Allottee(s) to assume possession of the Unit after:
  - (a) Payment of any unpaid amounts as provided herein and as otherwise applicable under Applicable Laws;
  - (b) Payment of the entire stamp duty, registration charges and other incidental charges & applicable taxes. The Allottee(s) may with the prior intimation to the Promoter raise and/ or avail loan from banks and other housing finance companies for this purpose only.
  - (c) Execution of necessary indemnities, undertakings, Maintenance Agreement and the like as may be required or determined by the Promoter in respect of the Unit and in the formats prescribed by the Promoter and to get the same stamped and registered, if required under Applicable Laws, on payment of applicable stamp duty and other applicable charges directly by the Allottee(s).

Allottee	Promoter	Landowners
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(c) NOC (No Objection Certificate) or letter from Bank/Financial Institution to allow possession / registration of the property in the name of Allottee(s) / nominee.

(d) The Allottee(s) shall not be in breach of the terms hereof.

Subject to Force Majeure and the Allottee(s) not being in breach of any of the terms of Application Form, and fulfilment by the Allottee(s) of all the terms and conditions of this Agreement including but not limited to timely payment by the Allottee(s) of the Total Price and Delayed Payment Charges, payable in accordance with Payment Plan, **Schedule 'C'**, along with Taxes and Cesses, as applicable, stamp duty, registration and incidental charges and other charges in connection thereto, due and payable by the Allottee(s) as per the terms of this Agreement and also subject to the Allottee(s) having complied with all formalities or documentation as prescribed by the Promoter, the Promoter shall offer the possession of the Unit to the Allottee(s) as stipulated above.

- (ii) The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of the Unit comprised in the Building / tower in the Project alongwith parking at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the Maintenance Charges and holding charges as determined by the Promoter/association of allottees/competent authority, as the case may be. Since, the advance Maintenance Charges as stated in **Schedule 'I'** commencing from issuance of Intimation for Offer of Possession + 75 (Seventy Five) days or 30 (Thirty) days from the handover date of the Unit, whichever is earlier (hereinafter referred to as the “**Maintenance Charges Commencement Date**”) have already been included in the Total Price, the Promoter / Maintenance Agency / Association of Allottees shall thus be entitled to adjust the said Maintenance Charges from the Total Price from the Maintenance Charges Commencement Date. In case, the Allottee(s) / Association of Allottees fails to take possession of the essential services as envisaged in the Agreement or prevalent laws/Applicable Laws governing the same, then in such a case, the Allottee(s) shall continue to be liable to pay the charges for the essential services, including but not limited to the holding charges and the Promoter has the right to recover such amount as spent on maintaining such essential services beyond its scope. Therefore, in such an event, the Allottee(s) shall thereafter be under an obligation to pay Maintenance Charges from the expiry of 12 (Twelve) months from the Maintenance Charges Commencement Date.

Allottee	Promoter	Landowners

- (iii) Possession of the Unit shall be handed over to the Allottee(s) upon fulfilment of Condition Precedent as set out in Clause 7.2(i) above.
- (iv) The Promoter shall have the first lien and charge on the Unit for all its dues that may/ become due and payable by the Allottee(s) to the Promoter.
- (v) After the receipt of all instalments and other dues, if any, **“No Dues Certificate”** will be issued by the Promoter to the Allottee. After the issuance of No Dues certificate, the Allottee(s) shall be required to get the Conveyance Deed executed.
- (vi) From the date of taking over of possession, the Allottee(s) shall be responsible to comply, and cause compliance by his occupants, representatives and/or any other person claiming under him, with all Applicable Laws and provisions of the Conveyance Deed and the maintenance agreement. The Allottee(s) shall indemnify the Promoter/ Maintenance Agency/ Association of Allottees, as the case may be, and their officers/ employees, against any actions, claims, damages, liabilities, losses, or costs arising out of any act or omission of the Allottee(s), his / her / its / their occupants, representatives and/or any other person claiming under him / her / it / them.

### 7.3 Failure of Allottee(s) to take possession of Unit/Apartment for Residential usage

- (i) Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee(s) shall take possession of the Unit/ Apartment for Residential usage from the Promoter by executing necessary indemnities, Notice for Intimation of Possession undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit/ Apartment for residential usage to the Allottee(s) as per terms and condition of this Agreement.
- (ii) In case the Allottee(s) fail(s) to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in Clause 7.2, such Allottee(s) shall continue to be liable to pay (a) all dues as specified in the Notice for Intimation of Possession along with the monthly Maintenance Charges, (b) holding charges as specified under **Schedule ‘I’** and (c) the Promoter shall postpone the execution of Conveyance Deed and handing over possession of the Unit until the entire outstanding dues along with Delayed Payment Charges, applicable Maintenance Charges and holding charges are paid by the Allottee(s)
- (iii) The Allottee(s) agree(s) that such holding charges shall be a distinct charge unrelated to and in addition to the maintenance or of any other charge as provided for in this Agreement which shall be separately payable at the risk,

Allottee	Promoter	Landowners
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responsibility and cost of the Allottee(s). The Allottee(s) shall pay the common areas electricity charges to be mentioned in the Maintenance Agreement.

- (iv) In the event of non-payment of such holding charges or Maintenance Charges and/or due to unreasonable delay in taking over the possession in spite of the reminders sent by the Promoter and such delay exceeds more than 3 (three) months from the date of expiry of the stipulated time period for taking possession of the Unit, the Promoter shall be at liberty to cancel this Agreement as well as allotment of the Unit and forfeit the Earnest Money and also recover/adjust the Delayed Payment Charges and any rebates availed earlier/margin/incentive paid by the Promoter to a “**Real Estate Agent**” (*in case the booking is made by the Allottee(s) through a RERA registered Real Estate Agent*), along with applicable taxes on such forfeited amount or any other charges as maybe permitted to be deducted/forfeited under the Applicable Law from the payment made by the Allottee(s) up to the date of such cancellation. The Promoter shall however provide prior written notice of 30 (thirty) days in writing to the Allottee(s) prior to effecting such cancellation.

#### 7.4 Possession by the Allottee(s)

After obtaining the occupation certificate of the building blocks in respect of the Project by the Promoter, and handing over the physical possession of the Unit / Apartment for Residential usage alongwith parking to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and common areas to the Association of Allottees or the competent authority, as the case may be as provided under Rule 2(1)(d) of the UPRERA Rules.

#### 7.5 Cancellation by Allottee(s)

The Allottee(s) shall have the right to cancel/withdraw his / her / its / their allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Earnest Money amount paid for the allotment. The Promoter shall return 50% (fifty percent) of the balance amount of money paid by the Allottee over and above the earnest money, i.e. 10% of the Total Sale Price, if any, within 45 (forty five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on reallotment of the Unit or at the end of one year from the date of cancellation / withdrawal by the Allottee, whichever is earlier. The Promoter shall inform the previous allottee the date of re-allotment of the said

Allottee	Promoter	Landowners

Unit and also display this information on the official website of UPRERA on the date of allotment.

#### 7.6 Compensation

The Promoter shall compensate the Allottee(s) in case of any loss caused to him/her / it / them due to defective title of the Said Land, on which the Project is being developed or has been developed, in the manner as provided under the Real Estate Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

If, however, the offer of possession of the Unit is delayed due to Force Majeure, the time period for offering possession shall stand extended automatically to the extent of the delay caused under the Force Majeure circumstances. The Allottee(s) shall not be entitled to any compensation for the period of such delay. The Allottee(s) agree(s) and confirm(s) that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this Agreement and the allotment of the Unit hereunder shall stand terminated and the Promoter shall refund to the Allottee(s), the entire amount received by the Promoter from the Allottee(s), within 120 (One Hundred and Twenty) days from the date on which the Promoter confirms that it has become impossible for the Promoter to implement the Project. The Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days' prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agree(s) that he / she / it / they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. However, GST amount recovered earlier from the Allottee shall not be refunded.

Except for occurrence of a Force Majeure, and/or any other event/ reason of delay recognized or allowed in this regard by the Authority, if any, and the circumstances / events as set out / enumerated in Clause 7.2, and the extension of the time in pursuance thereof for the Promoter's obligations, if the Promoter fails to complete or is unable to give possession of the Unit/Apartment for residential usage alongwith parking -

- (i) in accordance with the terms of this Agreement, duly completed by the scheduled date of completion as specified in UPRERA Registration Certificate or any other date as maybe duly extended under the provisions of the Real Estate Act or the UPRERA Rules or as otherwise permissible under the Applicable Laws.
- (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Real Estate Act; or

Allottee	Promoter	Landowners

for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him / her / it in respect of the Unit/Apartment for Residential, with Delayed Payment Charges within 45 (forty five) days of it becoming due.

Provided that if the Allottee(s) does / do not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate of interest as provided under the UPRERA Rules for every month of delay, till the offer of the possession of the Unit/ Apartment for Residential usage, which shall be paid by the Promoter to the Allottee(s) within 45 (forty five) days of it becoming due after adjustment of charges and dues as reserved in this Agreement from the Delayed Possession Charges amount computed as per RERA. Subject to Clause 7.2(i), the subsequent allottee(s) shall be entitled for Delayed Possession Charges, only from the nomination date in the records of the Promoter. For the purposes of this Clause, the nomination date shall mean the date on which the Promoter issues the nomination letter in favour of the subsequent allottee recognizing him / her / it / them as the allottee of the Unit in its records.

- (iii) In case the Promoter is not able to handover the possession of the Unit within the period as stipulated hereinabove or any extended period (provided however contingencies stated in para have not occurred), the Allottee(s) shall be entitled to payment of compensation as per the terms of the Act.
- (iv) The Allottee(s) agrees that the compensation if any, payable under this Agreement shall be payable only after making adjustment of the payment of all charges and clearing off all dues as reserved in this Agreement from the compensation amount and after the Allottee(s) fulfills all the conditions as set out in this Agreement.
- (v) Notwithstanding anything contained hereinabove or elsewhere in this Agreement, in the event if there is delay in handing over possession due to the delay or non-receipt of the occupation certificate, completion certificate and/or any other permission / sanction from the competent authorities, then in such an event no such compensation or any other compensation shall be payable to the Allottee(s).

In case obligation is not complied with by the Promoter -

- (a) the RERA Authority shall order to return the total amount received by the Promoter in respect of the Unit/ Apartment for Residential, with interest at the rate prescribed in the UPRERA Rules in case the Allottee(s) wishes to

Allottee	Promoter	Landowners

withdraw from the Project. However, GST amount recovered earlier from the Allottee shall not be refunded.

- (b) in case Allottee(s) claim(s) compensation in this regard he / she / it / they may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in Section 72 of the Real Estate Act.
- (c) if the Allottee(s) does / do not intend to withdraw from the Project, the RERA Authority shall order the Promoter to pay the Allottee(s) interest at the rate prescribed in the UPRERA Rules for every month of delay till the offer of the possession of the Unit/ Apartment for Residential usage.
- (d) Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in Rule 16 of the UPRERA Rules.

The Allottee(s) agree(s) and accept(s) that in case of any default/delay in payment as per the Payment Plan, the date of handing over of the possession shall be extended accordingly, till the payment of all outstanding amounts to the satisfaction of the Promoter.

- 7.7 The Allottee(s) undertake(s) not to sell/ transfer his / her / its / their rights in the Unit to any third-party post issuance of Intimation of Possession by the Promoter in favour of the Allottee(s) and shall be under an obligation to execute the Conveyance Deed of the Unit within the timelines as agreed under this Agreement.

## **8. REPRESENTATIONS AND WARRANTIES -**

### **8.1 REPRESENTATIONS AND WARRANTIES OF THE LANDOWNERS/ PROMOTER:**

The Landowners/Promoter hereby represent and warrant to the Allottee(s) as follows:

- (i) The Landowners have absolute, clear and marketable title (ii) The with respect to the said Land and the Promoter has the Promoter requisite rights to carry out development upon the said Land has lawful and absolute, actual, physical and legal possession of the rights and Licensed Land for the Project; requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) All current and existing approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the Unit/Apartment for

Allottee	Promoter	Landowners
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Residential usage being sold to the Allottee(s) are valid and subsisting and have been obtained by following due process of Applicable Law.

Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s) or phase(s), as the case may be, as well as for the Unit/Apartment for Residential usage and for common areas as provided under Rule 2(1)(d) of the UPRERA Rules;

- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Unit/ Apartment for Residential/ usage which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit/ Apartment for Residential usage to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit/Apartment for Residential usage alongwith parking to the Allottee(s), common areas to the Association of Allottees or the competent authority, as the case may be, as provided under Rule 2(1)(d) of the UPRERA Rules;
- (ix) The said Land / Project is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Land / Project;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the offer of possession of Apartment/ Unit has been issued equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(d) of the UPRERA Rules;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/ or the Project.
- (xii) Save and except as already disclosed by the Promoter at the time of inviting applications for booking and as disclosed herein as well as at the time of the

Allottee	Promoter	Landowners
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application submitted to the concerned Government Authority for the registration of the Project in terms of the Act and the information provided from time to time in terms of the Act, there are no litigations pending before any court of law or RERA Authority with respect to the Licensed Land, Project or the Unit.

**8.2 REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE(S) -** Allottee(s) covenant(s), represent(s), agree(s), declare(s) and undertake(s) to the Promoter that:

- (i) Allottee(s) has / have seen all documents in this regard and has / have no objection to the same;
- (ii) Allottee(s) has / have read and understood the Act and implications thereof in relation to the various provisions of this Agreement and further confirms that the Allottee(s) is / are in full consensus with the provisions of this Agreement in relation to the Act and shall at all times comply with the provisions of the Act or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.
- (iii) The Allottee(s) will have no right to claim or bring about any action for the division or partition of the Common Areas within the said Building / Project at any time which shall forever remain impartible / indivisible. As the interest of the Allottee(s) in the Common Areas is undivided and cannot be partitioned this would require him / her / it / them to use the Common Areas, harmoniously along with other occupants in the said Building / Project without causing any inconvenience or hindrance to them as the common areas and facilities are common for all allottees for the entire Project. Allottee(s) agree(s) and understand(s) that Allottee(s) shall be entitled to the undivided proportionate interest in no other common facilities / amenities in the Project except the Common Areas within the Building only. Allottee(s) hereby undertake(s) not to raise any construction whether temporary or permanent on the rear/front balcony / lawn / rooftop / terrace under his / her / its use.
- (iv) The Allottee(s) has / have understood that the Promoter may transfer and convey his / her / its / their rights, title and interest in any portion of the all common amenities and facilities in the Project, in favour of any co-operative society / association / society of allottee(s) / limited company / allottee(s), to be formed for the common interest of all the allottees of any Unit/Buildings in the Project, in accordance with the Act and the rules framed there-under, as and when the same are made applicable to the Unit/Building or provision of any other law that may be applicable to the Unit/Building.

Allottee	Promoter	Landowners
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- (v) The Allottee(s) shall become a member of any association / society of Allottee(s) as may be formed by the Promoter on behalf of Allottee(s) as stipulated under law for the time being in force and shall pay any fees, membership or subscription charges and shall complete such documentation and formalities as may be deemed necessary by the Promoter for this purpose.
- (vi) The Allottee(s) may sell, transfer, assign or part with his / her / its / their right, title, or interest, in allotment of the said Unit to a third party only (a) after the payment of the 20% of the Total Price, (b) completion of 75 (Seventy-Five) days from the date of booking of the Unit, (c) the prior intimation to the Promoter and (d) compliance with other provisions of this Agreement including the payment by the Allottee(s) to the Promoter, administrative charges, nomination fees, etc. as applicable from time to time.
- (vii) The Allottee(s) has / have full knowledge of the Applicable Laws applicable to the Said Land and / or the Building / Project. The Allottee(s) has / have inspected all the approvals, permissions, sanctions, licenses, building plan(s), granted by LDA and by such other competent Authorities and/or related departments in favour of the Promoter and ownership record in respect of the Said Land, and all such documents relating to the rights and title of the Promoter to develop/construct the Unit in the Building and have fully satisfied themselves about the rights, title and interest of the Landowners in the Said Land and also the Promoter's rights to develop the Project and enter into this Agreement. The Allottee(s) further acknowledge(s) that the Promoter has readily provided all information / clarification required by him / her / it / them in this regard. The Allottee(s) further agree(s) that the Allottee(s) shall not demand, investigate or raise any objections in this regard at any time whatsoever hereinafter.
- (viii) The Allottee(s) is / are aware of the terms and conditions contained in this Agreement and that the Allottee(s) has / have clearly read and understood his / her / its / their rights, duties, responsibilities, obligations under each and all the clauses of this Agreement and undertakes to abide by and adhere to the same at all times.
- (ix) The Allottee(s) acknowledge(s) that the Promoter has readily provided all the information, clarifications as required by the Allottee(s) and that the Allottee(s) has / have not relied upon and is not influenced by any architect's plan, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Promoter, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the Unit or the size or

Allottee	Promoter	Landowners
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dimensions of the Unit 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.

- (x) The Allottee(s) is / are entering into this Agreement for the allotment of the Unit with the full knowledge of all Applicable Laws to the Project and hereby undertake(s) to comply with and carry out, from time to time after he / she / it / they have taken over for occupation and use the said Unit all the requirements, requisitions and demands which are required to be complied with by any Development Authority/ Municipal Authority/ government or any other Competent Authority in respect of the said Unit, Project and/or Said Land on which the Building/Project is situated at his / her / its / their own cost. The Allottee(s) shall at all times indemnify and keep and hold the Promoter and its directors / employees / associates, etc. indemnified, secured and harmless against all costs, consequence, damages, arising on account of non-compliance with the said requirements, requisitions and demands.
- (xi) The Allottee(s) agree(s) to abide by and comply with the bye-laws or house rules or such rules and notifications issued from time to time by the Promoter or the designated Maintenance Agency in the interests of the upkeep, cleanliness, security, etiquettes and maintenance of the Project. Any non-compliance with such rules and notifications would be deemed to be an event of default.
- (xii) If stipulated in terms of the Licenses and the bilateral agreement executed between the Promoter and the LDA, and if it is required to earmark a portion of the Project for the construction of flats / Unit/ floors for domestic servants / low income group/**Economically Weaker Sections** ('EWS') of the society, in such a case, it is agreed to by the Allottee(s), that the Allottee(s) shall have no right, title, interest in any form or in any manner in the Said Land earmarked and/or on the building constructed thereon and/or the facilities provided therein. The Allottee(s) confirm(s) that the Allottee(s) shall not raise any objection towards the same.
- (xiii) The execution, delivery and performance by the Allottee(s) of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both), and the consummation by the Allottee(s) of the transactions contemplated hereby or thereby will not conflict with, result in a breach of, or constitute a default under, any Applicable Law applicable to the Allottee(s) or any contract or agreement to which the Allottee(s) is a party or by which the Allottee(s) may be bound, any agreement or commitment that prohibits the execution and

Allottee	Promoter	Landowners
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delivery of this Agreement by the Allottee(s) or the consummation of the transactions contemplated hereby.

- (xiv) **PERMITTED USE** – The Allottee(s) understands that the permitted use of the Unit is for residential purposes only and the Allottee(s) hereby agree(s) to indemnify the Promoter against any penal action, damages or loss due to misuse of the said Unit for which the Allottee(s) shall be solely responsible. If the Allottee(s) uses or permits the use of the said Unit for any purpose other than as provided for in this Agreement, then the Promoter may send a notice to the Allottee(s) to rectify/ cure the defect within a period of thirty (30) days. In case the Allottee(s) does / do not cure/rectify the defect, the Allottee(s) shall be required to pay penalty/ damages as applicable, to the Promoter till the default is not cured/ rectified.
- (xv) The Allottee(s) may obtain finance from any financial institution/bank or any other source but the Allottees' obligation to purchase the said Unit and making of all payments pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing, and the Allottee(s) will remain bound under this Agreement whether or not the Allottee(s) has / have been able to obtain financing for the purchase of the said Unit.

**8.3 RIGHTS AND OBLIGATIONS OF THE ALLOTTEE(S)** - Subject to the terms of the Agreement, the Promoter agree(s) and acknowledge(s) that the Allottee(s) shall have the following general rights and obligations in relation to the Unit as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Unit;
- (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the right of the Allottee(s) to use the Common Areas cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., of the Project without causing any inconvenience or hindrance to them. It is clarified that the Common Areas shall be handed over to the association of allottees/competent authorities after duly obtaining the Occupation Certificate / part thereof from the competent authority, as the case maybe in terms of Applicable Laws;
- (iii) The Allottee(s) has / have the right to visit the site to assess the extent of development of the Project and his / her / its / their Unit after taking prior appointment with the Promoter and following all safety norms, as the case may be. Such appointment maybe provided by the Promoter at its sole discretion and subject to the site being safe.
- (iv) The Allottee(s) hereby unequivocally authorizes the Promoter, its representatives, agents, employees, contractors, workmen to enter into and

Allottee	Promoter	Landowners
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upon the said designated Common Areas, open areas, driveways without any restriction or interference whatsoever.

After the handing over of physical possession of the Unit to the Allottee(s), the Allottee(s) shall have the following ancillary rights and obligations:

- (a) **Electricity, Water and Sewerage Charges** - The electricity, water, gas and sewer connection charges & security deposit (if any) shall be borne and paid by the Allottee(s). The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter. The Allottee(s) undertake(s) to pay additionally to the Promoter / Maintenance Agency on demand the actual cost of the electricity, water, gas and sewer connection and consumption charges and/or any other charge which may be payable in respect of the said Unit
- (b) **Entry Regulations** - It is in the interest of the Allottee(s) to help the Maintenance Agency in effectively keeping the Unit, Building and/or the Project secured in all ways. For the purpose of security, the Maintenance Agency would be free to restrict and regulate the entry of visitors into the Building/Project. Provision of such Entry Regulation would not create any liability of any kind upon the Promoter / Maintenance Agency for any mishaps caused by any miscreants.
- (c) **Permitted Use and No Nuisance and Annoyance** - The Allottee(s) shall use the Unit for residential purposes only, in accordance with the Act and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and /or assets of other occupants or equipment in the Building/Project or use the Unit for any activity other than for residential purpose and not put to use the Unit for any immoral, illegal or hazardous activity which would in any manner jeopardize the Promoter's goodwill or reputation and indemnify and keep and hold the Promoter indemnified from all losses, damages and such other costs and expenses which may arise out of such non-compliance by the Allottee(s). The Allottee(s)' occupancy and use of the Unit shall be in such a manner so as not to cause any nuisance, annoyance or disturbance to the other occupants of the Building / Project.
- (d) **Interior Maintenance & Insurance** - The Allottee(s) shall carry out all the interiors and refurbish the Unit at his / her / its / their own cost and expense and shall also have the right to change the flooring, wall finish, install air-conditioning unit(s), other electrical or electronic appliances so long as the same does not adversely affect the structure/façade/ fire fighting and life safety systems of the Building in any way. The Allottee(s) agree(s) and understand(s) that the insurance and the interiors of the Unit shall be the Allottee's responsibility and the Promoter shall not in any case be held

Allottee	Promoter	Landowners
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liable for any loss or damage arising out of or on account of any neglect or omission of the Allottee(s), his / her / its / their agents, contractor or any one claiming under the Allottee(s).

(e) **Signage** - The Allottee(s) agree(s) and undertake(s) that he / she / it / they shall not display any name, address, signboard, advertisement material, billboards, hoarding, or advertisements etc. on the external façade of the Unit, Building / Project. The Allottee(s) would be permitted to place his / her / its / their name board at the entrance to the Unit only at the designated place specified by the Promoter / Maintenance Agency in this behalf.

(f) **Alterations in the Unit -**

- The Allottee(s) shall not make any such additions or alterations in the Unit so as to cause blockage or obstruction in the Common Areas and facilities within the Building and/or to cause any structural damage or encroachment to the structure of the Building in the Project.
- The Allottee(s) shall not demolish any structure of the Unit or any portion of the same or cause to make any new construction in the Unit without the prior approval and consent of the Promoter and/or the local authority, if required. The Allottee(s), however, undertake(s) that he / she / it / they shall not divide / sub-divide the Unit in any manner. The Allottee(s) shall not change the colour and structure of the external façade of the Unit / Building / Project.
- The Allottee(s) shall keep the Unit, 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 Unit is not in any way damaged or jeopardized. If, however, any alterations in the area already handed over to the Allottee(s), relating to the Unit is required to be carried out at the instance of or at the directions of the Government Authority or in any way pursuant to any statutory obligations, the same shall be carried out by the Allottee(s) with the cooperation of the other occupants at his / her / its / their own cost under the guidance of the Promoter. The Promoter shall not in any manner be liable or responsible for the same and shall not bear the cost of such alterations, however, it has to be ensured that the fire-fighting detection arrangements and installations and other services are not disturbed in any way. In case any partition, internal decorations, false ceilings etc. of temporary nature, are carried out by the Allottee(s), then all necessary permissions from the Government Authority (if any required) will be obtained by the Allottee(s) directly at his / her / its / their own expense.

Allottee	Promoter	Landowners
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Any breach of this provision shall enable the Promoter to seek remedies available under Applicable Laws including but not limited to payment of liquidated damages.

- (g) **Bulk supply of electricity** - If the permission to receive and distribute bulk supply of electricity in the Project is received by the Promoter or the Maintenance Agency or the association, the Allottee(s) hereby undertake(s) to abide by all the conditions of the sanction of the bulk supply and to pay on demand proportionate share of all deposits or charges paid or payable by the Maintenance Agency / association to whom permission to receive bulk supplies and distribute the same is granted. The Allottee(s) shall also be liable to pay the proportionate share of cost, incurred by the Promoter / Maintenance Agency / association for creating infrastructure like HT Feeder, EHT Substation, etc. Subject to the forgoing, the Allottee(s) shall execute any such document as may be required for the purpose specified herein containing requisite terms and conditions. In case of bulk supply of electrical energy, the Allottee(s) agree(s) to abide by all the conditions of sanction of bulk supply and undertakes not to apply directly to Madhyanchal Vidyut Vitran Nigam Limited or any other electricity supply company in his / her / its / their individual capacity for receiving any additional load of electricity other than that being provided by the Promoter/Maintenance Agency.
- (h) **Power Backup** - The Promoter shall provide power backup facility to the Project subject to timely payment of Maintenance Charges. The power backup for each Unit shall be made available through DG sets after accounting for an overall suitable diversity of 50% within the entire Project, the ownership of which shall vest with the Promoter / its nominee (including Maintenance Agency). It is, however, accepted by the Allottee(s) that for any additional load increase requirement, the capital as well as running cost, as intimated by the Promoter from time to time, shall be borne by the Allottee(s). Further, the said power backup facility is an additional feature and the Allottee(s) herein shall not claim any loss /damage, whether direct or consequential, from the Promoter in the event of default on the part of the Maintenance Agency / association of Unit owners/ body providing the same or continue to provide the same. In the event the Allottee(s) require(s) any further power back up for its appliances / equipment's, the Allottee(s) at his / her / its / their own cost and risk may install appropriate stabilizers/ uninterrupted power supply units within the Unit. The said power back up facility shall be usage based and the Allottee(s) shall regularly pay his / her / its / their proportionate share of costs, charges, expenses etc. incurred by the Maintenance Agency in providing the same. The Allottee(s) accepts that he / she / it / they shall not

Allottee	Promoter	Landowners
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claim any damage / loss whether direct or consequential from the Promoter / Maintenance Agency or body providing the same in the event of low voltage, low frequency, inconsistent or non-availability of the same for reasons beyond the control of the Promoter / Maintenance Agency/any other body providing the same.

- (i) **Association of Allottees** - The Allottee(s) undertake(s) to join the association of the allottees as may be formed by the Promoter on behalf of the unit owners and to pay any fee, subscription, membership charges thereof and to complete all such documentation/ formalities as may be required as and when deemed necessary by the Promoter for this purpose, herein for the said Unit and execution of the Conveyance Deed may be withheld by the Promoter till full payment thereof is received by the Promoter /Maintenance Agency.

The Allottee(s) shall from time to time sign all applications, papers, documents, Maintenance Agreement and all other relevant papers, as required in pursuance to this transaction and to do all the acts, deeds and things as the Promoter may require for safeguarding the interests of the Promoter and other allottee(s) / occupants in the Project.

- (j) The Allottee does hereby agree and undertake that the Allottee shall always maintain the ecological harmony, inter alia, Common Area solar lightning, water recycling, water segregation, CFL lighting, solar water heating, harvesting and recharge to maintain flora & fauna, extensive plantation and fully understood and willingly commits to share the extra obligations for environment conservation within the Project and shall always be cooperative and vote for any all or all decisions, which will be requested by the Promoter/ Maintenance Agency/ Association of Allottees for the long term maintenance of extra establishment for this cause.

- (k) **Brokerage payable by Allottee(s)** - In case the Allottee(s) is liable to pay any fee or commission or brokerage to any person for services rendered by such person to the Allottee(s) in respect of the Unit “**Real Estate Agent**”, the Promoter shall in no way, whatsoever, be responsible or liable for the same and no such fee, commission and/or brokerage, fee by whatever name called shall be deductible from the amount of Total Price agreed to be payable towards the Unit. Further, no such person shall in any way be construed as an agent of the Promoter and the Promoter shall in no way be responsible or liable for any act of omission or commission on the part of such person and/or for any representation, undertaking, assurance and/or promise made/ given by such person to the Allottee(s).

- (l) **Indemnification**

- The Allottee(s) hereby agrees and undertakes to pay from time to time the amounts which the Allottee(s) is liable to pay under this

Allottee	Promoter	Landowners
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Agreement and to observe and perform all the obligations and abide by all the terms and conditions of this Agreement and to keep the Promoter and the Land Owners and their respective agents and representatives indemnified and harmless against any loss or damage that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement.

- With effect from the date of taking possession of the said Unit or deemed possession in terms of this Agreement, the Allottee(s) agrees to indemnify and to keep the Promoter/ Association of Allottees / Maintenance Agency, as the case may be, and their assignees, nominees, their officers/ employees as well as the other occupants/ owners of the Unit in the Project fully indemnified, saved and harmless from and against all the consequences of breach by the Allottee(s) of any Applicable Law for the time being in force and/or the stipulations applicable to the Allottee(s) and/or the said Unit hereunder as also of any of its representations, warranties or undertakings not being found to be true at any point of time, or any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted and/or incurred by any of them on account of any of the foregoing. The Allottee(s) hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of the occupants, representatives and/or any other person claiming to be under the Allottee(s).

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure, and/or any other event/ reason of delay recognized or allowed in this regard by the Authority, if any, and the circumstances / events as set out / enumerated in Clause 7.2, and the extension of the time in pursuance thereof for the Promoter's obligations, the Promoter shall be considered under a condition of Default, in the following events:

- The Promoter fails to offer the possession of the developed Unit/Apartment for residential usage alongwith parking to the Allottee(s) within the time period specified in Clause 7.2 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority, barring failure of government/ other statutory bodies in providing the external infrastructure such as laying of sewer, water supply line, road electrification.

For the purpose of this para, 'ready to move in possession' shall mean that the Unit/ Apartment for residential usage shall be in a habitable condition

Allottee	Promoter	Landowners
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which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate or part thereof has been issued by competent authority.

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, a non defaulting Allottee(s) is entitled to the following:

- (i) Stop making further payments of any payment / future instalment (yet to be due) as per the Payment Plan to Promoter as demanded by the Promoter. If the Allottee(s) stop/ suspend making payments, the Promoter subsequently rectifies/ remedies the default/ corrects the situation by completing the construction/development milestones and only thereafter the Allottee(s) be required to make the next payment and re-commence the payment of such outstanding instalments without any interest for the period of such delay; or
- (ii) The Allottee(s) shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit/Apartment, along with interest at the rate prescribed in the UPRERA Rules within 45 (forty five) days of receiving the termination notice. However, GST amount recovered earlier from the Allottee shall not be refunded.

Provided that where an Allottee(s) does / do not intend to withdraw from the Project or terminate this Agreement, he / she / it / they shall be paid, by the Promoter, interest at the rate prescribed in the UPRERA Rules, for every month of delay till the handing over of the possession of the Unit/Apartment for Residential usage alongwith parking, which shall be paid by the Promoter to the Allottee(s) within 45 (forty five) days of it becoming due.

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

- (i) In case the Allottee(s) fail(s) to make payments for two consecutive demands of 21 (Twenty-One) days made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the UPRERA Rules i.e. Delayed Payment Charges to be levied from the date of issuance of first demand letter raised on the Allottee(s) until full payment is received by the Promoter. The default of the Allottee(s) continues from the date he / she / it

Allottee	Promoter	Landowners
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/ they is / are liable to pay the amount as demanded by the Promoter till the date the complete payment is received by the Promoter.

- (ii) In case the Allottee(s) fail(s) to make payments towards Holding Charges or Maintenance Charges
- (iii) Failure to execute the Conveyance Deed, Maintenance Agreement and any other document required to be executed by the Promoter, within such the timelines as stipulated by the Promoter and in terms of this Agreement;
- (iv) Allottee(s) fail(s) to take possession of the Unit, within the time provided in the Possession Notice;
- (v) Failure to pay any taxes and other charges including stamp duty, legal charges, registration charges, any incidental charges etc. in terms of this Agreement;
- (vi) Any other breach of a provision under this Agreement by the Allottee(s).

9.4 In case of Default by Allottee(s) under the condition listed above continues for a period beyond 90 (ninety) days after due date of payment from the Promoter in this regard, the Promoter may cancel the allotment of the Unit/Apartment for Residential usage alongwith parking in favour of the Allottee(s) and refund the money paid to him / her / it by the Allottee(s) by forfeiting the Earnest Money paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter) and also recover/adjust the Delayed Payment Charges and any rebates availed earlier/margin/incentive paid by the Promoter to a RERA agent / Real Estate Agent (in case the booking is made by the Applicant(s) through a RERA Registered Real Estate Agent) along with applicable taxes on such forfeited amount, or any other charges as maybe permitted to be deducted/forfeited under the Applicable Laws from the payment made by the Applicant(s) up to the date of such cancellation. However, GST amount recovered earlier from the Allottee shall not be refunded. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee(s) about such termination at least thirty days' prior to such termination.

In case the obligations as above are not complied with either by the Allottee(s) or by the Promoter, the Authority may issue suitable directions.

9.5 If –

- The Allottee(s) through fraud, misrepresentation, misstatement of facts, or concealment/ suppression of any material fact enters into this Agreement, OR
  - the Allottee(s) is / are not competent to enter into this Agreement for reasons of insolvency or due to operation of any regulation or law;
- then the Promoter may cancel the allotment of the Unit, and refund the money paid to him by the Allottee(s) by forfeiting the Earnest Money and interest

Allottee	Promoter	Landowners
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component on delayed payment (payable by the Allottee(s) for breach and non-payment of any due payable to the Promoter) / any rebates availed earlier/ margin/ incentive paid to a Real Estate Agent (in case booking is made through a Real Estate Agent) along with applicable taxes on such forfeited amount and GST amount recovered earlier from the Allottee. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee, subject to the receipt of refund/ credit of the applicable taxes by the Promoter from the Competent Authorities, without interest or compensation within 90 (ninety) days of such cancellation. However, GST amount recovered earlier from the Allottee shall not be refunded. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that the Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination.

- 9.6 Further, additionally the Allottee(s) shall be considered under a condition of Default, in case the Allottee(s) fails to comply with the conditions under the Intimation of Offer of Possession, including taking over of possession of the Unit, providing necessary indemnities, undertakings, maintenance agreement and other documentation; and such failure continues for a period of more than 90 (ninety) days after receipt of a notice from the Promoter in this regard then Promoter may, cancel the allotment of the Unit and refund the money paid to Promoter by the Allottee(s) by forfeiting the Earnest Money and interest component on delayed payment (payable by the Allottee(s) for breach and non-payment of any due payable to the Promoter) / any rebates availed earlier/ margin/ incentive paid by the Promoter to an Real Estate Agent (in case booking is made by the Allottee(s) through a Real Estate Agent) along with applicable taxes on such forfeited amount. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s), subject to the receipt of refund/ credit of the applicable taxes by the Promoter from the Competent Authorities, without interest or compensation within 90 (ninety) days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination. However, GST amount recovered earlier from the Allottee shall not be refunded.

#### **10. CONVEYANCE OF THE SAID UNIT/ APARTMENT:**

- (i) The Promoter, on receipt of Total Price along with GST, if any, of Unit/ Apartment for Residential usage alongwith parking, shall issue “No Dues Certificate” to the Allottee(s). After the issuance of No Dues Certificate, the Promoter shall execute a conveyance deed in favour of Allottee(s) within 3 (three) months from possession and from the date of issuance of occupation

Allottee	Promoter	Landowners
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certificate/occupation certificate as the case may be. The Allottee(s) agree(s) and undertake(s) to make himself / herself / itself / themselves available and present before the concerned Sub-Registrar for this purpose on the date(s) communicated to the Allottee(s) for this purpose by the Promoter. At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit and an undivided proportionate interest in the Common Areas to the Allottee(s).

- (ii) In the event, the delay in execution of Conveyance Deed is on the part of the Allottee, then the Promoter shall not be liable for any consequences thereof.

Provided that, the Unit/Apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(d) of the UPRERA Rules. However, in case, the Allottee(s) fail(s) to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his / her / its / their favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee(s) to the Promoter. In such cases, the Promoter shall not be, in any manner whatsoever, deemed to be in default and all such delay shall be at the cost, risk and consequences of the Allottee(s) and the Promoter/ the Association of Allottees/ the Maintenance Agency shall in no manner be liable and accountable for any loss, damage or claim etc. on account of such delay on the part of the Allottee(s).

- (iii) The Allottee(s) agrees to sign, execute and deliver the definitive documents including but not limited to this Agreement and a separate Maintenance Agreement, any other papers, documents, undertakings and declarations, in the standard format, as may be required by the Promoter and/or the nominated maintenance agency and/or the registered Association of Allottees for the maintenance and upkeep of the Project, as and when required along with declarations and undertakings contained therein. The Allottee(s) accept(s) that the execution of the said documents shall be a condition precedent to the execution of the Conveyance Deed for the Unit. The Allottee(s) further agree(s) and undertake(s) to remain present in person before the Competent Authorities for this purpose on the date(s) as may be communicated by the Promoter.
- (iv) The Allottee(s) shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, the Registration Act, 1908 and/or other Applicable Laws, including any actions taken or deficiencies/ penalties imposed by the Competent Authority, on the Conveyance Deed.

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

- 11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the

Allottee	Promoter	Landowners
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Association of Allottees or Competent Authority, as the case may be. The cost of such maintenance along with applicable GST/Taxes and Cesses from the Maintenance Charges Commencement Date has been included in the Total Price of the Unit as stated in Clause 1.2 and **Schedule 'I'**. If the Association of Allottees is not formed within 1 year of completion certificate the Promoter will be entitled to collect from the allottees, an amount equal to the amount of maintenance disclosed in Clause 1.2+10% in lieu of price escalation for the purpose of the maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charge to Association of Allottees once it is formed.

- 11.2 The Allottee(s) shall, after taking the possession of the Unit, be solely responsible to maintain the said Unit at his / her / its / their own cost, in good repair and condition and shall not do or cause to be done anything in or to the said Building or the said Unit, or the staircases, common passages corridors, circulation areas etc., which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipes 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 or pertaining to the said Building in which the said Unit is located is not in any way damaged or jeopardized.
- 11.3 It is further agreed by the Allottee(s) that all fixtures and fittings including but not limited to air conditioners/ coolers etc. shall be installed by the Allottee(s) at places earmarked or approved by the Promoter and nowhere else. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The non-observance of the provisions of this Clause shall entitle the Promoter or the Maintenance Agency, to enter the Unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 11.4 The Allottee(s) agrees to execute a Maintenance Agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter/ Association of Allottees / the Maintenance Agency as appointed for maintenance for the upkeep of the Project, but not including the areas falling within the Unit. These shall mainly relate to services in respect of the public roads, landscaping, sewage, drainage, garbage clearance, water, streetlights, pavements, security, telecommunication, etc. Execution of the Maintenance Agreement shall be a condition precedent for handing over possession of Unit by the Promoter and also for executing the Conveyance Deed of the Unit.

Allottee	Promoter	Landowners
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- 11.5 In case the Promoter is not the Maintenance Agency, the relationship between the Promoter and the Maintenance Agency shall be on a principal-to-principal basis. The Maintenance Agreement shall be enforceable against the Maintenance Agency only and the Promoter shall not be responsible or liable for the same and the Allottee(s) hereby agrees to keep the Promoter indemnified and harmless of all liabilities in this respect at all times.
- 11.6 Maintenance Charges, if to be charged by the Promoter, in case of eventualities in Clause 11.1 above, shall be fixed by the Promoter based upon an estimate of the maintenance costs to be incurred for the Project for every financial year and would be levied from the expiry of 6 (Six) months from the Maintenance Charges Commencement Date and the Allottee(s) undertakes to promptly pay the same. The estimates of the Promoter shall be final and binding upon the Allottee(s). The Maintenance Charges shall be recovered on such estimated basis, from all Allottee(s) chargeable on uniformly applicable rates, on monthly or at quarterly intervals or at half yearly basis or at annual basis or any other basis, as may be then decided by the Promoter / Maintenance Agency and reconciled against the actual expenses as may be determined at the end of the financial year and any surplus / deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The Allottee(s) agrees and undertakes to pay all maintenance bills on or before the due dates as may be intimated by the Maintenance Agency.
- 11.7 The Allottee(s) agrees and undertakes that upon possession, the Allottee(s) shall join the Association of Allottee(s) as may be registered / formed under the Applicable Law by the Promoter and as provided for under the Applicable Laws, and shall not form / join / become part of any other association / society in respect of the Unit or the Project. The Allottee(s) agrees to execute such forms, applications or documents for the purpose of becoming a member of the Association of Allottees or for any other purposes connected thereto as may be necessary. A format of the application for membership is annexed hereto as **Schedule 'F'**.
- 11.8 In case at any time, the maintenance services of the Project are handed over to the Maintenance Agency/competent local authority/the Association of Allottees, as the case may be, then the Promoter shall have the right to transfer the IFMS after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Allottee(s) to such Maintenance Agency / Competent Authority / Association of Allottees, as the case may be, and as the Promoter may deem fit and thereupon the Promoter shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the IFMS or advance Maintenance Charges including but not limited to issues of repayment, refund and/or claims, if any, of the Allottee(s) on account of the same.

Allottee	Promoter	Landowners
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11.9 The Allottee(s) hereby unequivocally authorizes the Promoter, its representatives, agents, employees, contractors, workmen to enter into and upon the said designated Common Areas, open areas, driveways without any restriction or interference whatsoever.

**12. DEFECT LIABILITY:**

12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s) from the date of handing over possession or the date of obligation of the Promoter to given possession to the Allottee, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided, the Promoter shall not be liable for (a) any such structural/architectural defect which result from/ has been induced by (i) any act, omission or negligence attributable to the Allottee(s), or non-compliance of any Applicable Laws by the Allottee; or (ii) by means of carrying out structural or architectural changes from the original specifications/design (b) where such defect has occasioned on account of unauthorized tampering, mishandling, human error or intervention by a technically unqualified person; (c) where the defects are the result of ordinary wear and tear in due course or which are result of failure by the Authorities to provide its obligated services, infrastructure, etc., up to and outside the periphery of the Project shall not be covered under defect liability.

12.2 The Promoter hereby confirms and agrees that all fittings, fixtures, etc., shall be made functional at the time of handing over the physical possession of the Unit but the maintenance thereof shall be the responsibility of the Allottee(s). Intrinsically, breakable or degradable items like tiles, stones, wooden items, glass, iron grills, modular kitchen, home automation equipment, air conditioning, aluminium items, façade, doors, windows and such like shall also not be covered under defect liability.

12.3 It is further clarified that the Promoter shall not be liable for any defects caused due to normal wear and tear.

(a) The Promoter shall procure fixtures, fittings, equipment and / or services including but not limited to elevator, power back-up equipment, pumps, etc. of standard makes and these shall be governed by their respective warranties provided by their manufacturers / installers. The said warranties of the same shall be made available to the Allottee(s) / Association of Allottees by the Promoter.

Allottee	Promoter	Landowners
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- (b) The Promoter having procured the items from standard makes, shall not be liable for any defects relating to the same and the same shall be governed by their respective warranties provided by their manufacturers / installers and the Promoter shall have no liability in this regard.
- 12.4 In case any structural defect or any other defect in workmanship, quality or provision of services by the Promoter at the Project, reasonably and in the ordinary course requires additional time beyond 30 (Thirty) days having regard to the nature of defect, then the Promoter shall be entitled to such additional time period, provided an intimation thereof has been provided to the Allottee(s) / Association of Allottee(s) / Maintenance Agency, as the case may be, prior to the expiry of the said 30 (Thirty) days. The Promoter / Allottee(s) / Association of Allottee(s) / Maintenance Agency shall mutually work upon and agree to a reasonable and justifiable time period for rectification of such defects. The Allottee(s) hereby agrees to such additional time / extension of time without being entitled to or making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Law.
- 12.5 The application for adjudging quantum of compensation shall be made to RERA Authority. In case there is dispute about whether there is any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development, the authority may conduct an inquiry and give its findings and may issue appropriate orders or directions in this regard.
- 13. RIGHT TO ENTER THE UNIT/ APARTMENT FOR REPAIRS AND MAINTENANCE WORKS:**
- 13.1 The Promoter/maintenance agency/association of allottees/competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of allottees and/or maintenance agency/competent authority to enter into the Unit for residential usage after giving due notice and entering the said Unit during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).
- 13.2 After the issuance of Notice for Intimation of Possession, as and when any plant and machinery within the Project, including but not limited to electric sub-stations, pumps, or any other plant, machinery or equipment in the Common Areas requires routine repairs, replacement, upgradation, or additions; then the cost and related expenses thereof shall be contributed by the Allottee(s) on pro rata basis along with other allottees. The Association of Allottees/ Maintenance Agency shall decide the need for such repair, replacement, upgrades and additions including timing, cost and expense thereof including creation of sinking fund and the Allottee(s) undertakes to abide by the same.

Allottee	Promoter	Landowners
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14. **USAGE:**

- 14.1 The Common Areas, if any, as located within the Project but excluding the Unit, shall be earmarked for purposes of services including but not limited to electric sub-station, feeder pillars, transformer, maintenance and service rooms etc. and other permitted uses as per the approvals, etc., granted by the Competent Authorities. The Allottees shall not be permitted to use such Common Areas in any manner, and the same shall be reserved for use by the Maintenance Agency and/or its agents for rendering maintenance services.
- 14.2 The Allottee(s) hereby agrees and confirms to indemnify the Promoter/ the Maintenance Agency, as the case may be, against any penal action and liability, damage, loss, claim, demand etc. due to misuse of the Unit for which the Allottee(s) of the Unit shall be solely liable and responsible, without any recourse to the Promoter/ the Maintenance Agency, as the case may be.
- 14.3 **Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Promoter/Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees, maintenance agencies/competent authority for rendering maintenance services.

15. **GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/ APARTMENT:**

- 15.1 The Allottee(s) / Association of Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and / or Maintenance Agency appointed by Association of Allottees / Authority. The Allottee(s) shall be responsible for any loss or damage arising out of breach of any of the aforesaid conditions.
- 15.2 **ASSIGNMENT / TRANSFER / NOMINATION ETC.**
- (i) The Allottee understands that this allotment and/or right and entitlement of the Allottee hereunder is non-transferrable / non-assignable. However, the Promoter may, on request from the Allottee, permit such assignment/ transfer on a case-to-case basis subject always to: (a) the Allottee being in compliance of the terms and conditions hereunder; (b) payment of all outstanding dues by the Allottee together with any administrative charges for such assignment/ transfer, as may be levied by the Promoter from time to time; (c) execution of appropriate deed of adherence by the Allottee and the proposed assignee(s) / transferee(s) to the satisfaction of the Promoter;

Allottee	Promoter	Landowners
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and, (d) permissibility thereof under the Real Estate Act, the UPRERA Rules and the Applicable Laws. In the event, the Allottee has obtained finance/ loan against the said Unit from any financial institution/bank/ Non-Banking Financial Company/ other lending institution/ lending entity then a no objection certificate/ letter by such financial institution/ bank/ Non-Banking Financial Company/ other lending institution/ lending entity shall also have to be submitted to the Promoter, permitting/ consenting to the requested assignment/ transfer by the Allottee.

- (ii) The Allottee shall be entirely responsible and liable for all legal, monetary and other consequences that may arise from such transfer/ assignment. The Allottee hereby undertakes to keep the Promoter saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax including GST, penalty or duties), or any other adverse consequence whatsoever on account of such permission being granted by the Promoter, upon request of the Allottee.
- (iii) Under no circumstances, permission for such assignment/ transfer shall be granted by the Promoter once the payment of Total Price has been made by the Allottee. Further, the Allottee understands and agrees that on the Promoter consenting to such substitution, transfer, nomination or assignment, the subsequent allottee shall not be entitled to any compensation in terms of the Agreement.
- (iv) In the event of such assignment/ transfer, the assignee/ transferee shall be bound by the terms and conditions stipulated herein as if the same had been ab-initio executed by such assignee/ transferee. Any claim or dispute between the Allottee and such assignee/ transferee will be settled inter-se between them and the Promoter shall not be a party to the same under any circumstances.
- (v) The Promoter may at its sole discretion and subject to Applicable Laws and notifications or any government directions as may be in force, permit the Allottee to get the names of his/her nominee added, deleted, substituted along with/in his/her place subject to such terms and conditions and upon the payment of such applicable charges as the Promoter may levy. In case the Allottee is permitted to do so, the Allottee will be required to obtain a “No Dues Certificate” from the Promoter and the Maintenance Agency.
- (vi) The Allottee shall be solely liable and responsible for all legal, monetary and other consequences that may arise from such substitutions, transfer, assignment or nominations and the Promoter shall have no direct or indirect involvement in any manner whatsoever. Any purported nomination, substitution, assignment or transfer by the Allottee in violation of this Agreement shall be a default on the part of Allottee entitling the Promoter

Allottee	Promoter	Landowners
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to cancel this Allotment and to avail of remedies as set forth in this Agreement.

- (vii) In the event of refusal or denial by the Promoter for giving permission to the Allottee for assignment, transfer, substitution or nomination of the said Unit being allotted herein, the Allottee has assured the Promoter and has undertaken not to raise any dispute or claim in any manner at any time based upon which the Promoter has agreed to make allotment of the said Unit. Any purported assignment, transfer, nomination or substitution by the Allottee in violation of this Agreement shall be a default on the part of Allottee and shall be dealt with in terms of this Agreement.
- (viii) Stamp duty, registration fee, taxes including GST, as applicable, etc. levied as a result of assignment, nomination, substitution, transfer or conveyance of the said Unit being allotted herein shall be borne by the Allottee.

15.3 Insurance - The structure of the said Building may be insured against fire, earthquake, riots and civil commotion, militant action etc., by the Promoter or the Maintenance Agency, on behalf of the Allottee(s) and the cost thereof shall be payable by the Allottee(s) apart from the maintenance bill raised by the Maintenance Agency but the contents inside each Unit shall be insured by the Allottee(s) at his / her / its own cost. The cost of insuring the building structure shall be recovered from the Allottee(s) according to their proportionate share in the Project through a consolidated bill raised annually. The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of any Unit or any part of the said Building or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.

15.4 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit for residential usage alongwith parking (if applicable) 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 Unit for residential usage alongwith parking (if applicable), 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 Unit for Residential usage alongwith parking (if applicable) and keep the Unit for Residential usage alongwith parking (if applicable), its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.5 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

Allottee	Promoter	Landowners
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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 Unit and parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The Allottee shall ensure that he/she/they will not create any hindrance by way of locking, blocking, parking or any other manner in rite of passage or access or common areas which otherwise are available for free access. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Unit.

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

- (i) The Parties are entering into this Agreement for the allotment of a Unit/Apartment for residential usage alongwith parking with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the Project.
- (ii) The Allottee(s) has / have confirmed and assured the Promoter prior to entering this Agreement that he / she / it/ they has / have read and understood the Act and all the rules and regulations framed thereunder and its implications thereof in relation to the various provisions of this Agreement and the Allottee(s) has / have further confirmed that the Allottee(s) is / are in full agreement with the provisions of this Agreement in relation to the Act and all the rules and regulations framed thereunder and shall at all times comply, as and when applicable and from time to time, with the provisions of the any other laws dealing with the matter.

**17. ADDITIONAL CONSTRUCTIONS:**

- 17.1 The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for guidelines/permissions/directions or sanctions by competent authority and that the Allottee(s) agree(s) and accept(s) the same by signing this Agreement that it shall not raise any objection in respect thereto at any point of time.
- 17.2 That the Allottee(s) knows, agrees and understands that development of the Project is subject to further expansions as permissible under the Real Estate Act, the UPRERA Rules and the Applicable Laws after following the process and procedure as laid down and advised in this regard by the Competent Authorities and that the Allottee(s) agrees and accepts the same by signing this Agreement that it shall not raise any objection in respect thereto at any point of time.
- 17.3 That the Allottee(s) further agrees and understands that the future permissible expansion shall be an integral part of the Project itself, therefore, the Promoter as

Allottee	Promoter	Landowners
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per the Real Estate Act, the UPRERA and the Applicable Law shall be entitled to conjoint various facilities and amenities such as power/ electricity supply, water supply, drainage, sewerage etc. with the presently approved facilities and amenities.

**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

18.2 The Promoter shall have the right and authority to raise finance/ loan from any financial institution/ bank or other entity as permissible under the Applicable Law by way of mortgage/ charge/ securitization of Project, receivables from the Project or by any other mode or manner by charge/ mortgage of the Project; all to the extent and in the manner as permissible under the Real Estate Act and the UPRERA Rules and Applicable Laws.

**19. UP APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) ACT 2010:**

The Promoter has assured the Allottee(s) that the Project in its entirety is in accordance with the provisions of the UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. Details of approvals/ compliances are stated in **Schedule 'I'**.

**20. BINDING EFFECT:**

20.1 By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee. Secondly, the Allottee and the Promoter have an obligation to execute the Agreement and the Allottee shall appear for registration of the same before the jurisdictional Sub-Register of Assurances as and when intimated by the Promoter.

20.2 If the Allottee fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said agreement and register the said agreement, as per intimation by the Promoter, then the Promoter 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

Allottee	Promoter	Landowners
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shall be returned to the Allottee without any interest or compensation whatsoever, subject to the deductions as agreed to/otherwise provided for in the Application Form and/or Allotment Letter and/or as otherwise agreed to by the Parties and the Allottee shall not have any claim in respect of the said Unit. However, GST amount recovered earlier from the Allottee shall not be refunded. If, however, after giving an fair opportunity to the allottee to get this Agreement executed, the Allottee does not come forward or is incapable of executing the same, then in such a case, the Promoter has an option to forfeit the Earnest Money and Delayed Payment Charges (payable by the Allottee for breach and non-payment of any due payable to the Promoter) / any rebates availed earlier/ margin/ incentive paid to a Real Estate Agent (*in case booking is made through a RERA registered Real Estate Agent*) along with applicable taxes on such forfeited amount including GST, if any. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee, subject to the receipt of refund/ credit of the applicable taxes by the Promoter from the Competent Authorities, without interest or compensation within the timelines as prescribed by UPRERA Rules from the date of such cancellation or withdrawal. However, GST amount recovered earlier from the Allottee shall not be refunded.

- 20.3 Upon such cancellation, the Allotment Letter/ Agreement for the said Unit shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the said Unit, save and except the right to the receive the refund amount. In such case the payment of the refund amounts shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the delayed interest charges shall not be refunded upon such cancellation/ termination. In the event, the amounts paid by the Allottee towards Total Price is less than the Earnest Money, the Allottee shall be liable and agrees to pay to the Promoter the deficit amount. The payment of refund Amount shall be made within a period of 90 (ninety) days from the date on which such refund becomes due, all as per the Applicable Law. However, GST amount recovered earlier from the Allottee shall not be refunded.
- 20.4 The Promoter reserves its right to reject and refuse to execute this Agreement if the Allottee has made any changes, corrections, cancellations, alterations, modifications in the Agreement unless such changes have the prior written concurrence and consent of the Promoter.
- 20.5 The Recitals of this Agreement and representations therein along with the Schedules to this Agreement shall form an integral part of this Agreement and shall be read as necessary terms and conditions of this Agreement.

## 21. ENTIRE AGREEMENT:

This Agreement, along with its preamble, recitals and all its annexures, schedules, constitutes the entire Agreement between the Parties with respect to the subject matter

Allottee	Promoter	Landowners
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hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, brochures and any other marketing collateral, arrangements whether written or oral, if any, between the Parties in regard to the Unit.

**22. RIGHT TO AMEND:**

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

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S):**

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 Unit/Apartment for residential usage and parking and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Unit/Apartment for residential usage and parking in case of a transfer, as the said obligations go along with the Unit for residential usage and parking for all intents and purposes.

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment i.e. Delayed Payment Charges. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other allottees.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate Act or the UPRERA 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 Real Estate Act or the UPRERA 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.

Allottee	Promoter	Landowners
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**26. METHOD OF CALCULATION OF PROPORTIONATE SHARE OF PAYMENT WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement, it is stipulated that the Allottee(s) has / have to make any payment, in common with other allottee(s) in Project, the same shall be the proportion which the area/carpet area of the Unit for residential usage and parking bears to the Carpet Area of all the units in the Project.

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Lucknow after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per the Applicable Laws at the office of the jurisdictional Sub-Registrar of Assurances Lucknow, Uttar Pradesh. Hence, this Agreement shall be deemed to have been executed at Lucknow, Uttar Pradesh.

**29. NOTICES:**

Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address and/or email set out below (or to such other address and/or email as the recipient Party has notified, in writing, to the other Party). Any notice, demand or other communication so addressed to the relevant Party shall, unless the contrary is proved, be considered to have been delivered -

- (i) upon delivery, in case of hand delivery of the notice;
- (ii) on the 3rd (third) working day following the day on which the notice has been delivered prepaid to a courier service of international repute;
- (iii) on the 3rd (third) working day following the day on which the notice is sent by registered mail, postage prepaid; or
- (iv) after 24 (twenty-four) hours after the delivery or upon receipt of an acknowledgement, whichever is earlier, in case of an email.

The notice details of each of the Parties for the purposes of this Agreement:

Party	Notice Details
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Allottee	Promoter	Landowners
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Promoter	Emaar India Limited Emaar Business Park, Mehrauli Gurgaon (Gurugram) Road, Sikandarpur Chowk, Sector-28, Gurgaon, (Gurugram) 122002
Allottee	[●]

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

**30. JOINT ALLOTTEE(S):**

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

No separate notice/ communication will be sent to any of other joint Allottee. The Allottee(s) confirms and agrees that any communication to the email address provided in this Agreement shall be considered a valid communication to the Allottee.

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the Unit/Apartment, as the case may be, prior to the execution and registration of this Agreement for Sale for the Unit, shall not be construed to limit the rights and interests of the Allottee(s) under this Agreement for Sale or under the Real Estate Act or the UPRERA Rules or the regulations made thereunder.

**32. 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 Real Estate Act and the UPRERA Rules and Regulations made thereunder including other applicable laws prevalent in the State for the time being in force.

**33. DISPUTE RESOLUTION:**

Allottee	Promoter	Landowners
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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 RERA Authority and compensation if any, to be adjudged by the adjudicating officer under the Real Estate Act, the UPRERA Rules and regulations made thereunder.

#### 34. COPIES OF THE AGREEMENT

This Agreement shall be executed in three originals and one duly signed original set of the Agreement will be returned to the Allottee(s) for his/her/its/their own record, second original set will be retained by the Promoter and the third original set will be retained by the jurisdictional Sub-Registrar of Assurances.

**IN WITNESS WHEREOF** Parties hereinabove named have set their respective hands and signed this Agreement for Sale at Lucknow in the presence of attesting witness, signing as such on the day first above written.

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

**Allottee: (including joint allottees)**

(1) **Signature:** \_\_\_\_\_

**Name:**

**Address:**

Promoter: **Emaar India Limited**

(1) **Signature (Authorised Signatory)** \_\_\_\_\_

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

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

**Landowners:**

**(i) Emaar India Limited , (ii) Achates Buildcons Private Limited, (iii) Acorn Developers Private Limited, (iv) ADZE Properties Private Limited, (v) Bhavishya Buildcon Private Limited, (vi) Chum Properties Private Limited, (vii) Hake Developers Private Limited,**

Allottee	Promoter	Landowners
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(viii) **Kartikay Buildwell Private Limited**, (ix) **Perpetual Realtors Private Limited**, (x) **Pushkar Projects Private Limited**, (xi) **Sacred Estates Private Limited**

All acting through

**Emaar India Limited**

(1) Signature (Authorised Signatory) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

**WITNESSES:**

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Allottee	Promoter	Landowners
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### **DETAILS OF SCHEDULES**

- **SCHEDULE ‘A’- DESCRIPTION OF THE UNIT/APARTMENT FOR RESIDENTIAL AND PARKING**
- **SCHEDULE ‘B’- FLOOR PLAN OF THE UNIT/ APARTMENT**
- **SCHEDULE ‘C’- PRICING AND PAYMENT PLAN**
- **SCHEDULE ‘D’- SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE UNIT/ APARTMENT FOR RESIDENTIAL USAGE)**
- **SCHEDULE ‘E’- SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)**
- **SCHEDULE ‘F’- MEMBERSHIP APPLICATION FORM**
- **SCHEDULE ‘G’ – LIST OF COMMON AREAS OF THE PROJECT**
- **SCHEDULE ‘H’- COPIES OF APPROVALS**
- **SCHEDULE ‘I’- RELEVANT DETAILS OF THE PROJECT**
- **SCHEDULE ‘J’ - DESCRIPTION OF THE SAID LAND**

Allottee	Promoter	Landowners
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**SCHEDULE ‘A’**  
**DESCRIPTION OF THE UNIT/APARTMENT FOR RESIDENTIAL USAGE AND**  
**PARKING**

ALL THAT **Unit No.** \_\_\_\_\_ having Carpet Area \_\_\_\_\_ **Sq. mts.**  
 (\_\_\_\_\_ **Sq. ft.**) having [●] no. of rooms, Verandah area admeasuring \_\_\_\_\_ sq. mtr.,  
 balcony areas admeasuring \_\_\_\_\_ sq. mtr., terrace area admeasuring \_\_\_\_\_ sq. mtr. on  
 \_\_\_\_\_ Floor located on \_\_\_\_\_ **Floor** in the Tower/ Block/ Building \_\_\_\_\_  
 (“**Building**”) along with \_\_\_\_ (\_\_\_\_) number of parking space, as permissible under the  
 applicable law in the Project ‘**GH Project**’ situated on [●] acres (11827.08 sq mts) out of  
 226.37 acres situated in the Villages of Sarsawa, Ardauna Mau, Ahma Mau, Pargana  
 Lucknow, Tehsil Sarojini Nagar and District, Lucknow, named as Gomti Nagar Extension,  
 Sector 7, Amar Shaheed Path, Lucknow, Uttar Pradesh, and bounded as under:

At or towards the FRONT : \_\_\_\_\_

At or towards the REAR : \_\_\_\_\_

At or towards the RIGHT: : \_\_\_\_\_

At or towards the LEFT: : \_\_\_\_\_

Allottee	Promoter	Landowners
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**SCHEDULE ‘B’  
FLOOR PLAN OF THE UNIT/ APARTMENT**

1.

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Allottee	Promoter	Landowners

## SCHEDULE 'C'

### PRICING AND PAYMENT PLAN

Charge Type	Value	Discount	Total	GST*	Total Amount
<b>Total (Rs.)</b>					

### SCHEDULE OF PAYMENT

Milestone	Amount / Percentage
Booking Amount	10% of Total Price excluding Maintenance Charges
Within 30 Days from booking subject to BA registration	[•]
Within 60 Days from booking subject to BA registration	[•]
Within 9 months from booking or Completion of Stilt Floor Slab of the tower, whichever is later subject to BA registration	[•]
Within 12 months from booking or Completion of 4 <sup>th</sup> Floor Slab of the tower, whichever is later to BA registration	[•]
Within 15 months from booking or Completion of 8 <sup>th</sup> Floor Slab of the tower, whichever is later subject to BA registration	[•]
Within 18 months from booking or Completion of tower roof, whichever is later subject to BA registration	[•]
Within 24 months from booking or completion of the tiling work of the tower, whichever is later subject to BA registration	[•]
Within 29 months from booking or application of OC, whichever is earlier subject to BA registration	[•]
On Offer of Possession on grant of OC of the tower	[•]

RTGS Details for '[•]'

Bank Name: [•]

Account No.: [•]

IFSC Code: [•]

Bank's Address: [•]

Swift Code: [•]

MICR: [•]

Allottee	Promoter	Landowners
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**SCHEDULE 'D'**

**SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE  
UNIT/ APARTMENT FOR RESIDENTIAL USAGE)**

Allottee	Promoter	Landowners
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**SCHEDULE ‘E’  
SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE  
PROJECT)**

Allottee	Promoter	Landowners
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**SCHEDULE 'F'**  
**MEMBERSHIP APPLICATION FORM**

Date: \_\_\_\_\_

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

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

The Secretary

The [●] Apartment Owners Welfare Association

Sector [●] Gurgaon

Lucknow

Sub: Application for enrolment as member

Dear Sir,

I/We have entered into an Agreement with Emaar India Limited to purchase a Unit bearing no. \_\_\_\_\_ situated in block/Sector \_\_\_\_\_, in the Project known as “**GH Project**”.

I/We request to be enrolled as member of [●] Apartment Owners Welfare Association and I/we herewith remit a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) through cash/cheque bearing no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ bank, towards entrance fee (non-refundable) of the said Association.

Kindly let us know the annual subscription fee to be paid and furnish us with copy of the bye-laws of the owners association. We request you to kindly keep me/us informed of the activities of the Association from time to time.

Thanking You

Yours Sincerely

(\_\_\_\_\_)

Member

Allottee	Promoter	Landowners
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## **SCHEDULE 'G'**

### **LIST OF COMMON AREAS OF THE PROJECT**

Allottee	Promoter	Landowners

## **SCHEDULE 'H'**

### **COPIES OF APPROVALS**

1. Licenses
2. Approved Site Plan
3. Environmental Clearance

**[To be inserted]**

Allottee	Promoter	Landowners
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## SCHEDULE 'I'

### RELEVANT DETAILS OF THE PROJECT AND THE UNIT

1. Licenses shall mean [•] issued by LDA.
2. Licensed Land shall mean land admeasuring [•] acres (11827.08 sq mts) out of 226.37 acres situated in the Villages of Sarsawa, Ardauna Mau, Ahma Mau, Pargana Lucknow, Tehsil Sarojini Nagar and District, Lucknow, named as Gomti Nagar Extension, Sector 7, Amar Shaheed Path, Lucknow, Uttar Pradesh, which *inter-alia* comprises of residential group housing colony, open areas, landscaped gardens, etc.
3. Details of Building Plan: Date [•], Memo No. [•].
4. The Total Price is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

Block/Building/Tower No. _____ Apartment No. _____ Type _____ Floor _____ Parking _____		Rate of Apartment per square feet: [•]
<b>A</b>	Unit Price (including ____ (____) Car Parking and Membership Registration Charges)	[•]
<b>B</b>	Taxes, EDC, IDC and any interest thereon	[•]
<b>C</b>	IFMS Charges	[•]
<b>D</b>	Proportionate cost of Common Areas	[•]
<b>D</b>	Maintenance Charges including GST for first 12 (Twelve) months commencing from issuance of Intimation for Offer of Possession + 75 (Seventy Five) days or 30 (Thirty) days from the handover date of the Unit, whichever is earlier i.e. Maintenance Charges Commencement Date.	[•]
<b>E</b>	<b>Total Price (in Rupees) (A+B+C+D+E)</b>	_____

5. Earnest Money: [•], being 10% of the Total Price of the Unit.
6. Promoter Account Details: All payments shall be made on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of [•] payable at PAR.
7. Monthly holding charges: @ Rs. 2/- (Rupees Two Only) per sq. ft. of the Carpet Area of the Unit from the expiry of 3 (Three) months of issuance of Notice for Intimation of Possession till actual date of possession.
8. Details of approvals/compliances pursuant to Clause 19:

Allottee	Promoter	Landowners
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- A. Approval of RERA registration bearing No. [●], dated [●];
  - B. Environmental Clearance bearing EC Identification No. [●], dated [●];
  - C. Approved Sanction Plan bearing No. [●] and dated [●].
9. Application No. \_\_\_\_\_ dated \_\_\_\_\_ filled by the Allottee for the booking of the Unit.
10. Committed Period: [●]
11. Completion Date of the Project: [●]

Allottee	Promoter	Landowners
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## **SCHEDULE ‘J’**

### **DESCRIPTION OF THE SAID LAND**

Said Land shall mean land admeasuring [•] acres (11827.08 sq mts) out of 226.37 acres situated in the Villages of Sarsawa, Ardauna Mau, Ahma Mau, Pargana Lucknow, Tehsil Sarojini Nagar and District, Lucknow, named as Gomti Nagar Extension, Sector 7, Amar Shaheed Path, Lucknow, Uttar Pradesh as described below –

*[insert details here]*

Allottee	Promoter	Landowners