

AGREEMENT TO SALE

This Agreement to Sale executed on this ----- day of \_\_\_\_\_ (Month), 20 \_\_\_\_\_,

By and Between

M/S Prasu Divyansh Infraheight LLP (LLP Identification no. ACK-1830.), a Limited Liability Partnership incorporated under the Limited Liability Partnership Rules, 2009 having its registered office at 134, Tower-A, Corenthum, Sector-62, NOIDA-201309 and its corporate office at Plot No. 09, Chorosia Estate, Sector Pi- 01 & 2, Greater Noida, UP (PAN NO- ABGFP3254L), represented by its authorised signatory -----, (Aadhar no. ----- ) authorized vide board resolution dated \_\_\_\_\_

hereinafter referred to as the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

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

called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

DEFINITIONS:

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

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “Authority” means Uttar Pradesh Real estate Regulatory Authority.
- (c) “ Government” means the Government of Uttar Pradesh;
- (d) “Rules” means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;
- (e) “Regulations” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (f) “section” means a section of the Act.      WHEREAS:

( Signature of Allottee)    ( Signature of Co-Allottee). ( Signature of promoter)

- A. The Promoter is the absolute and lawful owner of 16276.70 SQ.MT of plot on Plot No. 09, Chorasia Estate, Sector Pi- 01 & 2, Greater Noida, UP (“Said Land”) vide Sub-Lease Deed dated 13th February 2025 registered as documents no. 46518 at the office of the Sub-Registrar, Sadar Greater Noida, Gautam Budh Nagar, U.P. The land has been sub-leased by Greater Noida industrial Development authority (GNIDA) on leasehold basis for 90 years which ends on 12<sup>TH</sup> February 2115.
- B. The Said Land is earmarked for the purpose of building a group housing project, comprising multi-storey apartment buildings and commercial the said project shall be known as DIVYANSH GREEN HEIGHTS (“Project”);
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. **The Greater Noida Industrial Development Authority (GNIDA) has granted the approval vide their letter no -----.**
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, Or building/shops, from Greater Noida Industrial Development Authority (GNIDA). The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority (UPRERA) at GNIDA on ----- under registration no.----- .
- G. The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet( ----Sq.mt), exclusive verandahs, balconies, terrace area of \_\_\_\_\_ sq. feet, (---- sq.mt)totally having a saleable area of \_\_\_\_\_ sq. feet (sq.mt) type \_\_\_\_\_, on \_\_\_\_ floor in [tower/block/building] no. \_\_\_\_\_ (“Building”) along with covered parking no. \_\_\_\_\_ at -----, as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (d) of rule 2 (1) of U.P. Real Estate (Regulation and Development Rules 2016 (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- GG. The allottee has been allotted slot no----- in the covered parking area free of cost.
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The additional disclosure and terms and conditions are enclosed as per Annexure
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

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

1. TERMS:

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

1.1.2 Both the parties confirm that they have read and understood the provisions of Section-14 of the Act.

1.2. The Total Price for the Apartment based on the carpet area is Rs.---

\_\_\_\_\_ (Rupees \_\_\_\_\_ only  
 ("Total Price") (Give break up and description):

Tower no. ____ Apartment no. --- Type ____ Floor ____ Carpet Area:-	Rate of Apartment per square meter (Rs---per square feet)
Total price (in rupees)	_____

Break-up of cost is as under:-

Head	Amount (Rs)	Per Sq.ft (Rs)
Cost of Apartment		
Terraces		
Covered Parking		
Electricity (-----KVA)		
Power Back-up		

( Signature of Allottee)    ( Signature of Co-Allottee). ( Signature of promoter)

Maintenance cost for 24months @Rs 3.50 per sq.ft per month on total area.	Payable at the time of possession	
Taxes		
Total		

## Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST any other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the Completion certificate.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of Completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) and (ii) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and

1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development 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. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development

charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in Schedule C (“Payment Plan”).
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 1% per annum 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 by the Promoter.
- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule ‘D’ and Schedule ‘E’ (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.7. The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area . The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area , which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square meter/square feet as agreed in para 1.2 of this Agreement.
- 1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

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

- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the Completion certificate from the competent authority as provided in the Act;
- iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Apartment and the Project;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the

Apartment along with \_\_\_\_ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee . It is clarified that Project's facilities and amenities other than declared as independent areas in deed shall be available only for use and enjoyment of the Allottees of the Project.

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

1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan

[Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate of 9.5% ( SBI MCLR PLUS 1%)

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (Schedule-C) through A/c Payee cheque/demand draft/bankers cheque or online payment in favour of 'Prasu Divyansh Infraheight LLP RERA collection Account for DIVYANSH GREEN HEIGHTS payable at Gautam Budh Nagar.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against

the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

Similarly, the allottee shall make timely payment of instalment and other dues payable by him/her and other obligations under the agreement subject to simultaneous Completion of the construction by the promoter as provided in Schedule C (Payment Plan)

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

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

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on January-2030, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any Court stay or Government order affecting the regular development of the real estate project ("Force Majeure"). If, however, the Completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from that date. The promoter shall intimate the allottee about such termination at least 30 days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

In case project is developed in phases, it will be the duty of the promoter to maintain those common areas and complete and handover all the common areas and facilities to

the RWA once all phases are completed. The promoter shall not charge more than the normal maintenance charges from the allottees.

#### 7.2 Procedure for taking possession –

The Promoter, upon obtaining the completion certificate\* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee who has paid all the amounts in terms of this Agreement to be taken within two months from the date of issue of completion certificate. If the allottee fails to take delivery within the time specified in the notice, he shall be liable for payment of all on goings including maintenance charges from the date of notice.

Provided that, in the absence of local law, the Sub-Lease deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of completion certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the allottee or any authority or third party on whom the promoter has no control. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees. The promoter shall hand over the completion certificate of the apartment/plot, as the case may be, to the allottee at the time of Sub-Lease of the same.

7.3 Failure of Allottee to take Possession of Apartment - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee - After obtaining the completion certificate\* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the Completion certificate.

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project only as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount of 10% paid for the allotment. The promoter shall return 50% of balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation and the remaining 50% of the balance amount on reallotment of the apartment or at the end of one year from the date of cancellation/withdrawal by the allottee whichever is earlier at the time that the Promoter is able to resell the said Apartment/Plot to another purchaser, whichever is later. The promoter shall inform the previous allottee the date of re-allotment of the said apartment and also display this information on the official website of UPRERA of the date of re-allotment.

7.6 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the promoter to the allottee within forty five days of it becoming due.

#### 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There will be no encumbrances upon the said Land except construction loan to be taken for the Project. The project will be mortgaged to Bank/FI who will lend for construction of project. The promoter assure the Apartment owners that before executing Sub lease deed there will be no encumbrances on the flat and NOC will be obtained from the Bank.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said land or Project .
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) 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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

( Signature of Allottee)    ( Signature of Co-Allottee). ( Signature of promoter)

- (x) At the time of execution of the Sub-Lease deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the Completion certificate has been issued and possession of apartment, building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the project.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and Completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest;  
or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest

at the rate equal to MCLR on Home loans of SBI PLUS 1% ( app 9.50%) within forty five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the promoter to the allottee within forty five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR on Home loans of SBI PLUS 1%.( 9.50%)
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination. The amount shall be repaid by the Promoter within a period of ninety days after termination or the date on which the Promoter is able to resell the Apartment to another purchaser, whichever is later.

#### 10. SUB-LEASE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a Sub-Lease Deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate or the Completion certificate, as the case may be, to the allottee.

Provided that, in the absence of local law, the Sub-Lease deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of Completion certificate/completion certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Sub-Lease deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees. Maintenance cost of 2 years @Rs 4.00 per sq.ft on total area will be paid at the time of possession.

However, if the Association of Allottees is not formed within 1 year of Completion certificate the promoter will be entitled to collect from the allottees amount equal to the amount of maintenance @Rs 4.00 per Sq.ft plus 10% in lieu of price escalation for the purpose of the maintenance for next 1 year and so on. The

Promoter will pay the balance amount available with him against the maintenance charge to Association of Allottees once it is formed

12. DEFECT LIABILITY:

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

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

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the

windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

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

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

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

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

18. MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment. However, in case construction loan for project is taken by the promoter then NOC from Banks/FIS will be received and handed over to allottee.

19. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010: The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the U.P Apartments (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh.

20. BINDING EFFECT: Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned SubRegistrar-, Greater Noida, U.P if required under law.

21. ENTIRE AGREEMENT: This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment, as the case may be.

22. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.
23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
24. WAIVER NOT A LIMITATION TO ENFORCE:
- 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule- C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
25. SEVERABILITY: If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the [Apartments/Plots] 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.

PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's

Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Gautam Budh Nagar after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub- Registrar, Greater Noida, U.P. Hence this Agreement shall be deemed to have been executed at Greater Noida if required under law.

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

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

\_\_\_\_\_ (Allottee Address)

M/s Prasu Divyansh Infraheight LLP

Plot No. 09, Chorosia Estate, Sector Pi- 01 & 2, Greater Noida, UP

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

30. JOINT ALLOTTEES: That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
31. SAVINGS: Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or 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 Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
33. DISPUTE RESOLUTION: All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Please affix  
photograph and  
sign across the  
photograph

Name \_\_\_\_\_

Address:-

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

WITNESSES:

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Please	affix
photograph and sign	
	the
across	
photograph	

PRASU DIVYANSH INFRAHEIGHT LLP  
DIVYANSH GREEN HEIGHTS

ANNEXURE-A

ADDITIONAL TERMS & CONDITIONS

1. That the allottee(s) and the family members have a right to visit and inspect the premises during the course of construction but while deriving this right the company shall not be held liable for any loss/cost/damages or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the purchaser or any family member accompanying him/her.
2. The Allottee(s) is aware that Apartments are being allotted to various persons under terms and conditions mentioned in this letter. The Allottee(s) agrees that he/she/they will use the said Apartment for residential purpose and shall not use the aforesaid Apartment for any other purpose which may or is likely to cause nuisance to Allottee(s) of other Apartments in the Township or to crowd the passages to use it for any illegal or immoral purpose. The Allottee(s) shall not store any hazardous or polluting articles/substances in the said Apartment.
3. Electricity connection will be obtained from NPCL or any other agency. Water distribution system, sewerage system etc have already been planned and executed by Greater Noida. Single point/Multiple point or mixed electric connection will be obtained from NPCL or similar agency depending upon regulation at that point of time of completion . Individual allottees will be given connection through prepaid system Electricity consumption charges will be as per NPCL norms and line loss.
4. It is hereby agreed, understood and declared by and between the parties that the sub-lease deed/registry shall be executed and registered in favor of the Allottee(s) after the Apartment has been fully and finally constructed at the site, after receipt of the total sale consideration and other charges, agreed herein, by the Company and other connected expenses i.e. cost of Stamp Duty for registration of the sub lease deed / registry, registration charges/fee, miscellaneous expenses and Advocate legal fee/charges, which shall be borne and paid by the Allottee(s).
5. Changes in Name
  - 5.1 That the Allottee(s) shall not be entitled to get the name(s) of his/her nominee(s) substituted in his/her place. The Company may, however, in its sole discretion, permit such substitution on such terms and conditions including payment of such administrative charges plus GST as it may deem fit. Any change in the name of the Allottee(s) as registered/recorded with the Company (including addition/deletion), amongst family members (husband, wife, and own children and real brother/sister) will be attracting administrative charges. Administrative charges as prescribed by the Company from time to time will be paid by the Allottee(s), before such change.
  - 5.2 ) The request letter for change of the right of the Allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/certificate from the concerned bankers or financial Institutions in case payment against the said Apartment was made by the Allottee(s) by raising funds/loans against allotted Apartments as security from bankers or financial Institutions.
  - 5.3 The substitution/change of name in place of the Allottee(s) will be done as per the applicable law.

6. That a written intimation for Possession of apartment will be sent to the

Allottee(s) and a Fit-Out of 3-6 months will commence from the date of “Offer For Possession”. The Said “Fit-out-Period” is in order to facilitate the Allottee to comply with the requisite formality viz, obtaining NOC from the accounts department of the company, registration of Sub lease deed etc. The installation of sanitary-ware, wash basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said Fit-Out-Period and after the registration of Sub lease deed of the apartment only. The final touch will take 45-60 days for an individual apartment. Maintenance charges shall fall due on the expiry of fit out period as mentioned in the intimation letter.

- 7 The Sub lease deed shall be executed in favour of the Allottee within a reasonable time after receipt of full sale consideration and other charges, if any from the Allottee and compliance of all other requirements under this Agreement and as required by any competent authority in this regard. The Allottee shall be liable to pay the cost of stamp duty, registration charges and other legal and incidental charges that may be applicable at the time of execution and registration of Sub lease deed. The Sub lease deed shall contain the relevant terms and conditions out of this agreement and may contain certain other terms and conditions which may be deemed necessary for the purpose of maintenance of the park and other common facilities and to maintain harmony camera device among the Allottees and to ensure the compliance of applicable provision of law.

8. That the allottee(s)/RWA after possession shall comply with all the mandatory requirements and compliance as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution control Board/Water Commission/any other rules and regulations by State of U.P or any other competent authority. That the allottee(s) shall abide by all laws, rules and regulations of the GNIDA/local authority/State Gov./Govt. of India and of the Resident Welfare Association (as and when the RWA formed and till then as prescribed by the company) and shall be responsible for the deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after handing over the possession of the apartment.

9. Any request for any change in construction of any type in the Apartment from the Allottee(s) will not be entertained / allowed.

10. That the allottee(s) can also avail Extra Power back-up facility at prevailing rates +GST as applicable. The allottee(s) may kindly ensure to have given his/her/their consent in writing at the time of application, as no request for extra power back-up facility shall be entertained later on. The per unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession.

Note:- Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always be final as once opted in this booking application. The electrical installation / transformers / Gensets E.S.S. equipment's and cabling

shall be designed with 50% diversity factor for example for 100 KVA load only 50 KVA capacity shall be installed.

11. The promoter will install all infrastructure related to electricity except electrical meter which will be installed by NPCL/similar agency. The allottee has to take individual electric connection from NPCL/UPPCL by depositing required charges including meter charges or any other charges specified by NPCL/UPPCL Prepaid electric meter will be installed for individual apartment by NPCL/UPPCL. The

buyer will have to recharge the meter in advance for making payment in account of electricity consumption (Electricity or Generator Supply) and monthly maintenance charges. Rate of electricity from generator will be decided by the maintenance body as per the rate of diesel and other consumables periodically.

## 12. MAINTENANCE

- 12.1 The Allottee hereby agrees to enter into a Maintenance Agreement with the Company or any other association/agency (hereinafter referred to as the 'Maintenance Agency') as may be appointed/nominated by the Company from time to time for the up-keep and maintenance of various common services or facilities including the unkeep, repair, security and maintenance etc. of the Said Project and its common areas, infrastructure and service/amenities therein and the Allottee shall pay the Maintenance Charges as per bills raised by the Maintenance Agency, as and when and in the manner demanded by the Maintenance Agency, from the date of offer of possession, irrespective whether the Allottee is in occupation/possession of the Said Apartment or not. The Allottee hereby undertakes to abide by all the rules, terms and conditions of the maintenance agreement/bylaws of the maintenance agency and any amendments/modifications therein. The allottee(s) will deposit @48/- per sq.ft. of Total Area as interest free non refundable security deposit with the company or its nominee as appointed by company. That the intending allottee(s) has/have to pay monthly Maintenance Charges for 2years@ Rs. 4.00/- per sq. ft. (as applicable rate) to the Maintenance Body of DIVYANSH GREEN HEIGHTS nominated by the Builder or RWA duly formed after the Completion of the Complex These charges are as per the prevailing rates and may revise time to time.
- 12.2 In case of failure of the Allottee to pay the maintenance bills and /or other such charges on or before the due date, the Allottee in addition to permitting the Maintenance Agency to deny him/it the maintenance services, also authorizes the Maintenance Agency to adjust such arrears/dues against the IFMS deposited by the Allottee with Maintenance Agency. The arrangement shall continue till the maintenance of the Said Project is handed over to the Municipal Authorities or the association of the Allottee/occupants (RWA)
- 12.3 Further, the Maintenance Agency reserves the right to revise maintenance charges/IFMS from time to time in keeping with the revision in the cost of maintenance of services and the Allottee agrees to pay such revision as and when demanded by the Maintenance Agency. However, this increase will be based on increase in cost of maintenance. Increase shall not be less than 10% of previous year rate.
- 12.4 That at the time of handing over the maintenance of the complex to the RWA the following will be handed over to the RWA, all existing lifts, corridors, passages, parks, underground and overhead water tanks, firefighting equipment's with motors rooms, Single Point Electricity Distribution system with all liabilities, Gen-sets, Security Gates with intercom, lift rooms at terrace and other area falling in common area.
- 12.5 Any delay in maintenance payments will make the Allottee(s) liable for interest @12% per annum. Non-payment of any of the charges within the time specified shall also disentitle the Allottee(s) to the enjoyment of common services, use of lifts and use of water etc. The Allottee(s) consents to this arrangement whether the building is transferred to other Body Corporate and shall continue till such time as the Company terminates the arrangement.

- 12.7 That the Company will charge common electricity charges from the residents which will be over and above the maintenance charges prescribed in 12.1.
13. It is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/demand loan for the construction of any Block/Tower/Building in the said project or part thereof from the Banks/Financial Institutions after mortgaging the land/Apartments of the said Township however, the Sub lease deed in respect of the said Apartment in favour of Allottee(s) will be executed and registered free from all encumbrances at the time of registration of the same.
14. The Allottee(s) agree(s) and undertake that before or after taking possession of the Apartment or at any time hereafter, he/she/they will have no right to object the Company constructing or continuing with the construction of the other buildings adjoining to or otherwise in the building.
15. The Allottee(s) shall abide by all laws, rules and regulations of the GNIDA/Local Bodies/State Govt. of U.P/Central Government and of the proposed Body Corporate, and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations before and after the completion of the Township. The Apartment shall be used for the purpose for which it is allotted.
16. In case any action or claim is initiated by any Authority to pay the stamp duty and if any stamp duty and other charges etc. is become payable on this Allotment Letter and any other document pertaining to this Allotment now or in future, the same shall be payable and be paid by the Allottee and the Company will not be liable to pay any part thereof.
17. The Allottee(s) shall give his/her complete address to the Company at the time of booking for all communications and it shall be his/her own responsibility to inform the Company by registered A/D letter/Courier/ E-mail about all subsequent changes, if any, in his/her address, failing which, all demand letters/ notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those should primarily reach such address and the Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
18. That in case there are joint Allottee(s), all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him/her, which shall for all purpose be considered as serviced on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s).Allottee(s) has/have agreed to this. This Agreement to Sale and its all terms and conditions does not constitute an Agreement to sell.
- 19 Before selling the apartment the owner of the flat has to take NOC from Maintenance agency for nil dues.
20. In case of the Allottee being an NRI or a foreign national the observance of the provisions of the Foreign Exchange Management Act, 1999 or statutory enactment or amendments thereof and the rules and regulations of the Reserve Bank of India or any other law as may be prevailing and applicable shall be the responsibility of the Allottee and it shall be the responsibility of the Allottee to provide the Company with such permissions, approvals which would enable the Company to full fill its obligations under this Agreement.

DIVYANSH GREEN HEIGHTS

21. The Allottee understands and agrees that in the event of any failure on his/ its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/it shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Allottee shall keep the Company fully indemnified and harmless in this regard.
22. The Allottee understands that the source of money given to the Promoter in respect of consideration of unit purchased is sole responsibility of Allottee. Promoter is no way responsible in any manner.
23. Promoter has taken project loan from Tata Capital Housing Finance Ltd for completing project in time bound manner. Promoter assures that No dues letter will be obtained before sub-Lease of the flat.
24. The Allottee gives his consent to share contact number and email ID to project financing company and to housing finance companies/Banks who will finance the flats to individual flat owners.

SCHEDULE 'A'- DESCRIPTION OF THE Apartment AND THE COVERED PARKING (IF APPLICABLE)  
ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE C -- PAYMENT PLAN

SCHEDULE 'D' – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

SCHEDULE 'E' – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

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