ALLOTMENT LETTER

This Allotment Letter is made on this _____ day of _____, between **M/S CIVITECH BUILDCON PVT. LTD,** a company registered under the Companies Act, 1956, having its **Registered Office at B-199 Yojna Vihar, Delhi-110092 (India),** hereinafter referred to as the Company (which expression shall, unless repugnant to the context or meaning thereof shall deem to mean and include its assigns and successors etc.) of the First Part.

AND

1.Mr./Mrs._____

Son/Daughter/Wife of Mr._____

Resident of _____

_____

Phone No._____ Email_____

Jointly With*

2. Mr./Mrs._____

Son/Daughter/Wife of Mr._____

Resident of _____

_____

3. Mr./Mrs._____

Son/Daughter/Wife of Mr._____

Resident of _____

_____

*{to be filled up in case of joint allottee(s).

4. M/s……..…….. a partnership firm duly registered under the Indian Partnership Act 1932, through its partner authorized by resolution dated…… …….. … … … … … … … … … … … ……..… Mr. . . / Mrs. . / Ms ……(copy of the resolution signed by all Partners required). PAN/TIN:……..…… Registration No……

OR

5. M/s …… a Company registered under the Companies Act, 1956, having its registered office at …… through its duly authorized signatory

Mr./Mrs./Ms……
…..authorized by Board Resolution dated …… (Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required). PAN……..... (Hereinafter referred to as the Allottee(s) which expression shall include his/ her/ their respective legal heirs, successors, executors, transferees and assignees) of the Second Part.

WHEREAS this Allotment Letter is reference to your application dated _____ for the allotment of a residential unit in the Group Housing Residential Complex, known as "**CIVITECH SANTONI**" **(UPRERAPRJ……..**) proposed to be constructed on Plot No. C-1B, Sector-16B Greater NOIDA.

AND WHEREAS after the allotment letter executed between Company and allottee/s as per details submitted by the allottee/s at the time of application for allotment thereafter any request for change in allotment letter shall not be permitted in general course of business except legal necessity or compliance. Any request by allottee/s for modification of name or change of name of allottee/s or issuance of additional PTM shall be subject to payment of additional expenses for preparation of documents and other formalities.

Interpretations/ Definitions:

1. In this agreement, the following expressions unless repugnant to the context shall have the meaning assign thereto:-
    a. "Act" means The Real Estate (Regulation and Development) Act-2016:
    b. "**Build-up-area**" means the sum of area of the Building or Unit. It shall include & encompassed within the walls of Building or unit, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area:
    c. **"Carpet Area"** means the net usable floor area of an Building , excluding the area covered by the external walls, area under service shafts, exclusive balcony or verandah area and exclusive Open terrace area but includes the area covered by the internal partition walls of the Building :
    d. "**interest**" means the interest payable at the rate specified in rules:
    e. "**maintenance Agency"** shall mean the Agency or Company by whatever name called, that may be appointed by the Promoter Company for maintenance work in **Civitech Santoni** :
    f. "**Regulation**" means the Regulation made under the Act:
    g. "**Rules**" means the U.P Real Estate(Regulation and Development) Rules, 2016:
    h. "**schedule"** means the schedule attached to this Agreement: and
    i. "**Section**" means Section of the Act.

2. The words and expressions under herein but not defined in this Agreement and defined in the Act or in U.P Real Estate (Regulation and Development) Rules-2016 &U.P. Ownership of Units Act, 1975 and Uttar Pradesh Building (Promotion of Construction, Ownership and Maintenance) Act, 2010 or any other law for time being in force shall have the same meaning respectively assigned to them in these laws.

WHEREAS:

3. That M/s Civitech Buildcon Private Limited has allotted land by Greater NOIDA Authority (A Body corporate constituted under U.P. Industrial Development Area Act, 1976), on leasehold basis under scheme CBP-IV vide letter bearing No. GNIDA/Prop/Commercial 3279 dated 14-10-2015 Commercial Builders Plot No. C-1B, Sector-16B, Greater Noida.

4. That Lessor GNIDA granted permission vide its letter commercial/2019/ 2834 dated 04-06-2019 for tripartite sub-lease deed of sub-divided Plot C-1B, Sector-16B, Greater Noida area admeasuring 15089 sq.mtr. in favour of M/s Civitech Buildcon Pvt. Ltd. and allotted M/S Civitech Buildcon Private Limited vide allotment No. CBP-IV00011.

5. The Company has taken over physical possession of the said Plot on 01.08.2019, and executing the lease deed dated 31.07.2019 and got it registered with Sub-Registrar Sadar, GNIDA on dated 01.08.2019 vide A.D. Book No.1, Volume No. 33543 from pages 31 to 91 , and bearing document No.25429.

6. The Company has offered to sell Commercial Complex(s) for commercial activities such as shopping malls, showrooms, retails outlets, offices , corporate suits/ multiplex and such other commercial uses, as permissible in zonal regulation in master plan as described herein below in the aforesaid Civitech santoni Complex to the applicant(s) on the terms and conditions as stated herein and the sub-lease deed executed between Company and GNIDA.

7. The Company is developing and constructing Commercial Complex(s) for commercial activities such as shopping malls, showrooms, retails outlets, offices/corporate suits, multiplex of various sizes and dimensions in the commercial Complex known as **"CIVITECH SANTONI**" on Plot No. C-1B, Sector-16B GREATER NOIDA (herein after referred to as said 'Project') after getting the building plan duly approved from the Greater Industrial Development Authority, vide sanction letter **PLG/BP/SM- 30Sept-22/15716 on 10.04.2023** and as per the stipulations of said Sub-Lease Deed dated **01.08.2019**, the Company is entitled to allot the said shopping malls, showrooms, retails outlets, offices/corporate suits, multiplex of various sizes and dimensions on sub-leasehold basis to the intending Allottee(s). The Allottee(s) herein has desired Allotment of shopping malls, showrooms, retails outlets, offices/corporate suits, multiplex unit in the said "**CIVITECH SANTONI"** which the Company is offering for allotment. The location of the Unit is delineated in the layout plan.

8. As per the building Plan/Layout plan of said "**CIVITECH SANTONI"**it is envisaged that the Units on all floors shall be allotted as an independent unit with importable and undivided proportionate share of leasehold / sub-lease hold rights, in the land area underneath his block & as well as the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mumty and machinery rooms, guard rooms and other common facilities, if any, for the Building (s)/unit (s) to be used and maintained jointly by all the Allottee(s) in the manner hereinafter mentioned. The rights to terrace(s) are vested with the Company and the Allottee(s) shall not be permitted to carry out any construction on the terrace(s).

9. The Allottee(s) has full knowledge of applicable laws, notification, rules, regulations and policies applicable to the said land/housing complex as framed by Government, Greater GNIDA Industrial Development Authority, and has acknowledged and understood that stipulations, terms and conditions contained in the said Lease Deed executed between Company and Greater GNIDA, shall form integral part and parcel of this allotment, and the Allottee(s) has confirmed and assured to the Company that after the Notification of Real Estate (Regulation and Development) Act-2016 and Rules made there under Allottee shall execute an additional Agreement with the Promoter Company in confirmation to the Application and acceptance of Conditions and stipulation prescribed therein.

10. The GNIDA authority has granted the commencement certificate to develop the Project vide sanction letter **PLG/BP/SM- 30Sept-22/15716 dated 10.04.2023**.

11. The promoter has registered the project under the provisions of the Act with UPRERA at Lucknow …… on under registration No. (**……**).

12. The promoter has opened a separate account in Branchof PNB, NOIDA, Sector-63 for the purpose as provided in sub-clause (D) of clause (1) of Sub-Section (2) of Section 4 of the Act.

13. The Parties have gone through all the terms and conditions set out in this Agreement and lease deed executed between the Company and GNIDA Authority and understood the mutual rights and obligations detailed therein as the said lease is integral part of this letter of allotment/ sub-lease deed.

14. The Allottee had applied for allotment of shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility unit and on the faith of the statements and representations made by Allottee at various stages, the Lessee has allotted and received consideration mentioned herein and shall deliver possession of the unit/s to the Allottee as per UPRERA undertaking and time line. The Allottee will also observe covenants, terms and conditions, as laid down in the previously mentioned Lease Deed executed between the Lessor/GNIDA and the Lessee.

15. The Allottee has carried out the inspection of the Building plans of the said unit/s, and has satisfied itself as to the soundness of construction thereof as well as conditions and descriptions of all fixtures and fitting installed/going to be installed and/or provided therein and also the common amenities and passages, appurtenant to the said unit/s and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said commercial complex.

16. The Lessor has received one time Lease Rent of the Unit from the Lessee; and the Allottee is not liable to pay existing Lease Rent to the Lessor during the un-expired portion of the said Lease of 90 years which commences on 01.08.2019. However, in the event of revision or enhancement of existing lease rent after handing over physical possession of the Building /unit to the Allottee , the Allottee undertakes to pay any additional demand put forth by the lessor on account of increased lease rent/premium etc.

17. The Allottee without any rebate or deduction whatsoever shall pay to the Authority any and all other taxes/GST, charges, levies and impositions, payable for the time being by the sub- Lessee in relation to the proportionate share of the Allottee in the Land in terms of the Lease Deed or otherwise.

18. The Allottee shall pay annual rents, taxes, charges, levies and impositions payable for the time being by the Allottee as occupier of the said unit/s as and when the same becomes due and payable and shall in addition thereto also pay all other liabilities charges for repairs, maintenance and replacement etc. as per Maintenance Agreement executed between the Allottee and nominee of the promoter Company or as the case may be.

19. That any transfer, sale, assignment or otherwise parting with the said unit/s by the Allottee, will attract payment of the prevailing transfer charges, and no objection certificate from the promoter Company, in addition to whatsoever other amount/charges as payable to the Lessor/GNIDA. The decision of the Lessor/Lessee in respect of the transfer charges and permission for transfer will be final and binding upon the Allottee.

20. That the Allottee shall not mortgage the said unit/ shop for securing any loan at any stage except with the prior permission of the lessee in writing, which shall be obtained, or given by the lessee as per terms of the allotment .

Provided that in the event of the sale or forfeiture of the mortgaged or charged property, the lessee shall be entitled to claim and recover the amount payable to the Lessor on account of the unearned increase in the value of the proportionate land as aforesaid. The amount of Lessee share of the said unearned increase shall be first charge, having priority over the said mortgage charge. The decision of the Lessee in respect of the market value of the land and the amount payable by the Allottee to the Lessee shall be final and binding upon all concerned parties.

21. That notwithstanding the restrictions, limitations and conditions mentioned herein above, the Allottee shall be entitled to create tenancy of the whole or part of the unit/s shop for the purposes as stated in layout floor plan.

22. That wherever the title of the Lessee/Allottee in the Said unit/s is transferred in any manner whatsoever the transferee shall be bound by all covenants and conditions contained herein or contained in the Lease Deed between the Lessor and the Lessee and he shall be answerable in all respects thereof as far as the same may be applicable and relate to the said land or the unit/s unit.

23. That in the event of death of the Allottee, the person on whom the title of the deceased devolves shall within three months of the devolution, give notice of such devolution to the Lessee.

24. That the Lessee/Allottee shall in all respect comply with and be bound by the building, drainage, and other by-laws of the GNIDA Authority or other Authority for the time being in force or to exist in future.

25. That the Allottee shall not in any manner whatsoever encroach upon the common land areas and facilities and services not handed over to it. All unauthorized encroachments made shall be removed at the cost of the Allottee. All independent areas, which are not included as /in common areas for joint use of Building , shall remain the property of the promoter & may be sold by the promoter without the interference of the shop/unit owners.

26. That the right of Allottee shall, however be subject to provisions of U.P. Ownership of Units Act, 1975 and Uttar Pradesh Building (Promotion of Construction, Ownership and Maintenance) Act, 2010 or any amendment thereafter.

27. The Allottee shall not at any time demolish/damage the schedule property or any part of the building including the common areas such as staircase, lift, drainage pipes, cables, water courses, gutters, wires and other conveniences necessary for proper utility of the building. The Allottee shall not make any additions or alterations or any new constructions of any nature whatsoever contrary to the GNIDA plan/already-approved structure/design for his/her Unit /shop or to any part of the building. The Allottee shall not undertake any work that affects the external façade of the building from any angle or change of colour & shall not distort the original structure/design of the unit & building & its external elevation by any means. For this purpose the Unit owners means all persons having rights, title or interest in any part of the building.

28. The Allottee shall insure the shop/unit comprehensively either singly or collectively with other Allottees and keep the insurance current at all times.

29. That the Stamp duty, registration charges and all other incidental charges required for execution and registration of this Sub-lease Deed shall be borne by the Allottee.

30. That after this Deed is executed, no disputes or differences relating to the registration, booking and allotment in all such matters as are instrumental to these and are likely to affect the mutual right, interest, privileges and claim of the Allottee, would be entertained.

31. That if the Allottee is found to have obtained the allotment, sub lease of the demised premises by any mis-representation/mis-statement or fraud, this deed may be cancelled and the possession of the demised premises may be taken over by the Lessor / Lessee and Allottee in such an event will not be entitled to claim any compensation in respect thereof.

32. That all notices, orders and other documents required under the terms of the sublease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976) or any rule or regulation made or directions issued there under shall be deemed to be duly served as provided under Section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act (re-enactment with modification) Act 1974 (U.P. Act No. 30 of 1974). The Rule/Regulation of U.P. Unit Ownership Act, 1975 and The Uttar Pradesh Building (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time) And Real Estate (Regulation and Development) Act-2016 or any rule and regulation or direction issued there under by state of UP shall be applicable on Lessee/Allottee..

33. That the Chairman/Chief Executive Officer of the GNIDA may exercise all powers exercisable by the Lessor under the deed executed between GNIDA and promoter Company. The Lessor may also authorize any of its other officers to exercise all or any of the powers exercisable by it under this Deed. Provided that the expression Chairman/Chief Executive Officer shall include the Chief Executive Officer for the time being or any other officer who is entrusted by the Lessor with the functions similar to those of Chairman/Chief Executive Officer.

34. That the Lessor shall have the right to recover the dues, if any, from the Lessee/Sub Lessee or their Successors as per rules, at the rate of interest as per the terms and conditions laid in the Lease-Deed/Sub-Lease Deed.

35. That the Lessee/Allottee shall make such arrangement as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Chief Executive Officer or any officer authorized by the Chief Executive Officer, will have the power to get the maintenance done through the authority and recover the amount so spent from the Lessee/Allottee. The Lessee/Allottee will be individually and severally liable for payment of the maintenance amount.

36. The rules/regulations of Real Estate (Regulation and Development) Act-2016 or rules, regulation framed there under along with U.P. Ownership of Units Act, 1975 and The Uttar Pradesh Building (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time) shall be applicable on the Lessee/Allottee.

37. That the Allottee shall not display or exhibit any picture, poster, statue or their articles, which are repugnant to the morals or are indecent or immoral. The Allottee shall also not display or exhibit any advertisement or placard in any of the exterior wall of the building, balconies or in terrace of the building except at a place specified for the purpose by the Lessee .

38. That the Lessee has provided certain recreational facilities for the common use of the occupants of the complex. The Allottee shall be entitled to use the same and shall at all times abide by the rules/regulations framed by the Lessee for the use of such facilities.

39. 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 know willing to enter into this agreement on the terms and conditions appearing hereinafter.

40. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Company hereby agrees to sell/sub-lease and the Allottee hereby agrees to purchase the [shop /unit/office/corporate suit/multiplex/kiosk/high street] and as specified in para (1) :-

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:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to allot/ sub-lease to the Allottee and the Allottee hereby agrees for allotment/ sub-lease, shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area] as specified in para I ;

DETAILS OF THE SHOP/CAFÉ/ KIOSKS/ OFFICE/MEETING ROOMS/ MULTIPLEX SCREENS/UTILITY AREA REQUIRED FOR PROVISIONAL ALLOTMENT

(1) DETAIL OF UNITS

Particulars	Details
Name of the Complex	**Civitech Santoni**
shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area	
Floor	
Carpet Area in sq.ft./ sq.m.	
Reference Super Area in sq. ft./sq.m	
Specification of the Shop/Office	**As per Schedule-II**

(2) COST

i) Basic Sale Price (BSP) @ Rs: _____ Per Sq. Ft.

ii) PLC : a. Floor PLC : _____
b. Road PLC : _____
c. Corner PLC : _____

iii) One Time Lease Rent : _____

iv) **One Year Maintenance charge** : _____

v) Power Back-up Charges: _____

vi) Interest Free Maintenance Security (IFMS: _____

vii) Sinking Fund @ rate : _____

Total Rs: _____

Viii) GST : _____

Grand Total Rs : _____

Civitech Buildcon Private Limited

Applicant/Allottee/s

(Authorized Signatory)

GST is Chargeable as per current rules at the time of payment.

PAYMENT PLAN: Down Payment Plan :( ) Construction Linked Plan: ( )

Special payment Plan: ( )

Payment plan as Annexure:-

Check list for receiving officer:

1. Booking Amount by Cheque/draft(s). (No Out station cheques will be acceptable).
2. Customer's Signature on all pages of the Application form.
3. PAN No. & Copy of PAN card/Undertaking Form No.60.
4. Address Proof: Copy of Passport/Voter ID/Electricity Bill.
5. For Companies: Memorandum of Articles of Association including Incorporation Certificate and certified copy of Board resolution.
6. For Foreign Nationals of Indian origin: Passport Photocopy/Fund Form NRE/FCNR A/c.

BASIC PRICE DOES NOT INCLUDE:

1. Registration Charges, cost of stamp papers, documentation, official fees and other informal charges.

2. All additional items such as Installation charges for Power back-up and monthly usage charges of facilities/services.
3. Sinking Fund as decided by the Company.
4. One Time Lease Rent Charges.
5. All rights on terraces, basement, stilts, open spaces etc. shall vest with the Builder/Company unless allotted separately.
6. Taxes, impositions of levies or duties, service tax as applicable and any other taxes, imposed by the local authorities for the sale of the said Shop/commercial unitsand any charge in Govt. taxation or levies will be charged extra.
7. Any other charges as referred in the Allotment Letter.

ADDITIONAL INFORMATION OF THE BANK ACCOUNT THROUGH WHICH PAYMENT IS TO BE MADE:

Details of the Bank (Name, Branch, Address, IFSC Code)	**Account No.**

Bank account details for refund of (in case of non-allotment of the Shop/unit)

Name of Account Holder:_____

Bank Account Number:_____

Bank Name:_____ **Branch Location:**_____ **City:**_____
MICRCode:_____ **IFSC Code:**_____

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area];

whereas computation of the price of the [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area] shall not include the cost of registration ,advocate fee, other miscellaneous fees & stamp duty as per applicable law for time being enforce and same shall be paid by allottee/s at the time of taking physical possession of unit and its registry.

Provided that in case there is any change / modification in the taxes/GST, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification as per law being in force for time being;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. 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;

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.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in the allotment letter.

1.5 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 therein in respect of the Building, or Unit/shop, as the case may be, without the previous written consent of the Allottee. 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 due to architectural necessity and requirement .

1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority or as the case may be , 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 any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified 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 allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.7 Subject to Clause 8.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area] as mentioned below:

(i) The Allottee shall have exclusive ownership of the [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area];

(ii) That the computation of the price of the [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area] includes recovery of price of land, construction of [not only the unit/ s but also] the Common Areas, internal development charges, external development charges, taxes/GST, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for creating all other facilities as such provided within the Project.

1.8 The Allottee has paid a sum of Rs, _____ (Rupees _____only) as booking amount being part payment towards the Total Price of the [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area] 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 [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area] as prescribed in the Payment Plan "C" as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee commit delays in payment towards any amount which is payable, he shall be liable to pay interest @ rate Prime Lending Rate (PLR) plus 2 percent or at the rate specified in the Rules for time being in force. Further , in the event of committing 2 consecutive default in making timely payment as per schedule "C" the allottee shall loss its right to claim damage/compensation in case of delay in possession as committing default in making timely payment is contributory to delay in possession.

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 demand by the Promoter, within the stipulated time through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of 'CIVITECH BUILDCON PRIVATE LIMITED ' payable at NOIDA.

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 and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall only 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 this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. 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 Building 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, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

5.1 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

5.2 As the time is essence of this agreement and in the event of 2 consecutive defaults by Allottee in release of timely payment make him not entitle for any demand of compensation for delay in completion of the project/delay in possession.

6. **Possession of the Building /unit**

6.1 **Schedule for possession of the said [Unit/s]:** The Promoter agrees and understands that timely delivery of possession of the [Unit/s] is the essence of the Agreement. The Promoter, will complete project as per UPRERA time line , unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any other Force majeure 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 [Unit], provided that such Force Majeure conditions are of a nature which make it impossible for the contract to execute work and complete the project.

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 45 days from that date upon which it becomes due. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have no 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.

6.2 **Procedure for taking possession**- The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Unit/s], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities; documentation on part of the Promoter provided the delay is not caused by any agency or competent authority/local body/court of law. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 60 days of receiving the occupancy certificate of the Project.

Construction of "SANTONI" Building /Unit is subject to force majeure clause which includes delay in completion of the project for any reason beyond the control of the Company e.g. non-availability of any building materials, war or enemy action or natural calamities of any act of God, acts of terrorism, floods, earthquakes, political and civil unrest of such a nature etc. and farmers

interruption or local residents of the area, in case of delay in delivery of possession as a result of any notice, order, rule, notification of Government, public or other.

That a written intimation for completion of project will be sent to the Allottee(s) and a "**Fit-out-Period**" of **60 days** will commence from the date of offer for possession. The said "**Fit-out-Period**" is in order to facilitate the Allottee(s) to communicate exact date by which he will be taking physical possession of Unit/s after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company, registration of Sub-Lease Deed/Transfer 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"** only, which will take around 20 to 25 days for an individual Unit/ s.

In the event of delay in possession provisions of RERA ACT-2016 read with Uttar Pradesh Real Estate (regulation and development) Rules will decide the liability of concern parties provided that all due installments from the concerned Allottee(s) were received in time and he has complied with requisite formalities viz. obtaining NOC from the Account Department of the Company, registration of Sub-Lease Deed/Transfer Deed.

6.3 **Failure of Allottee to take Possession of [Building /Unit]:**Upon receiving a written intimation from the Promoter as per clause 6.2, the Allottee shall take possession of the [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area] from the Promoter after executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement or otherwise required by promoter, and the Promoter shall give possession of the [Building /Unit/unit] to the allottee. In case the Allottee fails to take possession within the time provided in clause 6.2, such Allottee shall continue to be liable to pay maintenance charges and holding charges as applicable.

6.4 **Possession by the Allottee** - After obtaining the occupancy certificate* and handing over physical possession of the [unit/s] 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 the Allottees or the competent authority, as the case may be, as per the applicable laws.

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment i.e 10 % of the BSP plus taxes paid upon the booking amount & establishment charges. The promoter shall return the balance amount of money paid by the allottee to the allottee within 45 days from the date of such cancellation. Provided that where allottee committed any beach of terms and conditions of this agreement or failed to pay timely payment as per schedule or demand, the allottee shall loss his/her right to demand compensation on account of delayed possession as failure on part of allottee to make timely payment shall be treated as contributory to delayed possession.

6.6. **Cancellation by Promoter-** The allottee shall be abide by the time schedule for payment The Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter . As the time is essence of this agreement and in the event of 2 consecutive defaults by Allottee in release of timely payment, as per payment schedule, shall make him not entitle for any demand of compensation for delay in completion of the project/delay in possession. Further, any delay in making timely payment by allottee make his entitle to pay interest

upon the delayed payment @ prime lending rate (PLR) plus 2 percent or as prescribed by applicable rule for time being in force by UPRERA. In the event of continuous default by allottee in making timely payment without any fault of promoter, the promoter may cancel the allotment by forfeiting 10% of the BSP plus taxes paid upon the booking amount & establishment charges and refund the balance amount within 45 days from the date of such cancellation to the allottee without any interest. In the event of restoration 10% of BSP shall be charges as restoration charge.

6.6 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 compensation under this section 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 [Building /Unit] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; 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 [Unit], with interest at the rate specified in the Rules within 45 days from the date on which it becomes due, including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Unit]. Provided that where allottee committed any beach of terms and conditions of this agreement or failed to pay timely payment as per schedule or demand, the allottee shall loss his/her right to demand compensation on account of delayed possession as failure on part of allottee to make timely payment shall be treated as contributory to delayed possession.

7. Representations and warranties of the promoter

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

i) The [Promoter] has absolute, clear and marketable right/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 are no encumbrances upon the said Land or the Project;

iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [unit/s] as per information provided by GNIDA authority;

v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [unit/s] 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 [unit] and common areas;

vi) The Promoter has the right to enter into this Agreement/sub lease 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 sub-lease 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 [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area] which will, in any manner, affect the rights of Allottee under this Agreement;

viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from executing sub-lease of the said [unit/s]to the Allottee in the manner contemplated in lease deed executed between GNIDA authority and the Promoter ;

ix) At the time of execution of the conveyance deed/sub-lease the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Unit/s] to the Allottee and the common areas to the Association of the Allottees;

x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes/GST 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;

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.

8. Events of defaults and consequences:

8.1 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 [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Building shall be in a habitable condition which is complete in all respects;

(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 there under.

8.2 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 penal 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 Building , along with interest at the rate specified in the Rules 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 specified in the Rules, for every month of delay till the handing over of the possession of the [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area].

8.3 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 30 days from the demand notice. That the demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued demand notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate PRL plus two percent or as specified in the Rules for time being in force.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 30 days after demand notice by the Promoter in this regard, the Promoter shall cancel the allotment of the [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting 10 % of the booking amount (BSP) along with taxes paid by the Promoter on the booking and the interest liabilities due to delayed payment paid thereupon and this Agreement shall thereupon stand terminated.

9. **Conveyance of the said Building /unit/unit**

The Promoter, on receipt of complete amount of the Price/considertion of the [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

10. **Maintenance Of The Said Building / Building / Project**
The Promoter or agency authorized by 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 the allottees.

10.1 The Allottee(s) hereby agrees and undertakes that prior to taking possession of the said Building /unit/Unit he shall enter into a separate Maintenance Agreement with the Company or maintenance agency appointed or nominated by the Promoter for the maintenance of the common areas of the complex and shall continue to pay the maintenance charges as determined by the Company/Maintenance Agency.

The allottee hereby also agrees to execute separate Agreement for the electricity supply/Power back-UP. The Terms and condition of the Electricity Agreement will provide applicable tariff charges for electricity Supply/ Power Back-Up along with other applicable charges.

The allottee hereby explained & agrees that the electrical installation/transformers/Gen. Set/E.S.S equipments and cabling shall be designed with 60% diversity factor. Therefore for 1000 KVA load only 6000KVA capacity shall be installed.

10.2 Scope of Maintenance

The scope of maintenance as general to upkeep of various services within the building shall broadly include operation & maintenance of lifts, operation & maintenance of generators including diesel, maintenance of fire fighting systems, garbage disposal & upkeep of common areas, water supply, sewerage system, common area lighting etc. The services outside the Unit/unit but within the complex shall broadly include maintenance and upkeep of internal roads, pathways, boundary walls / fencing, horticulture, drainage system, street lighting, water supply, general watch & ward within the complex but does not include the service inside the unit.

10.3 Maintenance Security / Sinking Fund

The Allottee(s) shall pay to the Company electricity, water & sewerage connection charges, contingency deposit and maintenance security. The Allottee(s) shall pay to the Company interest free maintenance security at per square feet of super area & sinking fund.
The Builder shall not pay any damages/compensation to the Allottee(s) in case of the failure of the services, which are technical in nature.
The Allottee(s) do hereby agrees and confirms that Allottee(s) shall not held the company responsible for any act or omission or commission or deficiency in services of any nature, whatsoever on the part of Maintenance Agency. The Maintenance Agency shall be solely and exclusively responsible (be it tortuous, vicarious, civil or criminal) for its acts of commission or omission in rendering the services to the Allottee(s). The Allottee(s) hereby expressly discharges the company from the effects of any act, omission, negligence or deficiency in services on part of the Maintenance Agency.

10.4 Internal Maintenance/ Insurance

It is understood by the Allottee(s) that the internal maintenance of the Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area and also its insurance shall always remain the responsibility of the Allottee(s)

11. **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, 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.

12. **Right Of Allottee To Use Common Areas And Facilities Subject To Payment Of Total Maintenance Charges**

The Allottee hereby agrees to purchase the [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area] on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by promoter) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

13. **Right To Enter The Building For Repairs**:

The Promoter / maintenance agency shall have rights of unrestricted access of all Common Areas, parking slot/open/covered for providing necessary maintenance services and the Allottee agrees to permit the association of allottees /or maintenance agency to enter into the [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area] 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, as located within the "**SANTONI"**, shall be earmarked for purposes such as parking spaces/slot and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting 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 slot.

15. **Compliance Of Laws, Notifications Etc. By Allottee**

The Allottee is entering into this Agreement for the allotment of a [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area]/ at his/ her own cost.

16. **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 has been approved by the competent authority (ies) except for as provided in the Act.

17. **Promoter Shall Not Mortgage Or Create A Charge**

After the Promoter executes this Agreement / Sub-lease he shall not mortgage or create a charge on the [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area] 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 [Commercial shop/café/ kiosks/

office/meeting rooms/ multiplex screens/utility area]. Provided promoter shall have right to raise fund for development of the project as per law for the time being in force.

18**. 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 Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the 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 after deducting expenses of documents, rest of sum deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. 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 Unit/s, as the case may be.

20. Right To Amend

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

21. Waiver Not A Limitation To Enforce

21.1 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 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.

21.2 Failure on the part of the Promoter 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.

22. Severability

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws for time being in force, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable 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.

23. 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 Super area of the [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area] bears to the total super area of all the [Commercial shop/café/ kiosks/ office/meeting rooms/ multiplex screens/utility area] in the Project.

24. Further Assurances

Both Parties agree that they shall execute, acknowledge and deliver to the each 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.

25. Place Of Execution

The execution of this Agreement/sub-lease shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office at GNIDA or at some other place, which may be mutually agreed between the Promoter and the Allottee, in GNIDA 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, GNIDA. Hence this Agreement shall be deemed to have been executed at GNIDA.

26. 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. 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.

27. 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.

28. 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 law of India for the time being in force.

29. 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 RERA Act for time being in force.

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

Signed and Delivered By the within named

(Please affix photograph and sign across the photograph)

Allottee: (including joint buyers)

(1)_____

(2)_____

At _____on _____ in the presence of:

Signed and delivered by the within named

Please affix photograph and sign across the photograph
Promoter:

(1)_____
(Authorized Signatory)

WITNESSES:

1. Signature _____
   Name _____
   Address _____

2. Signature _____
   Name _____
   Address _____