

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this ____ (Date) day of (Month), 202_,

By and Between

CRC Homes Pvt. Ltd., (CIN-U45202DL2020PTC368211) a Company incorporated under the provisions of The Companies Act, 2013, having its Registered Office at 111, Vardhman Mayur Market, C.S.C. Mayur Vihar Phase-III Kondli, Gharholi, East Delhi, Delhi, PIN-110096 (hereinafter referred to as the **"Developer"** which expression unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and permitted assigns) through its Authorized signatory, **Mr.**_____, vide Board Resolution dated _____, of the Company having UP RERA Registration No. – _____ of the First part.

AND [If the Allottee is a Company]

_____, (CIN No. _____) a Company incorporated under the provisions of the companies Act, [1956 or 2013, as the case may be], having its registered office at, through its Authorised Signatory _____ (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter Referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership Firm]

, a partnership firm registered under the Indian partnership Act, 1932, having its principal place of business at, (PAN), represented by its authorized partner, _____, (Aadhaar No. _____) authorized vide _____, hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr. / Ms.____, (Aadhaar 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).

[If the Allottee is a Co – Allottee]

Mr. / Ms. , (Aadhaar No. _____) son/daughter of , aged about , residing at , (PAN _____), hereinafter called the **“Allottee(s)”** (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).

“In case of a single Allottee be read as Allottee and in case of more than one Allottee be read as Allottee(s).

[OR]

[If the Allottee is a HUF]

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

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

AND

Comely Buildtech India Private Ltd., (CIN- U70102DL2013PTC257688) a Company incorporated under the provisions of The Companies Act, 2013, having its registered office at Flat No. B-1/504 Vasundhra Enclave Satyam Apartment, New Delhi, India, 110096 (hereinafter referred to as the **“Landowner Promoter”** which expression unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and permitted assigns) through its Authorized signatory, **Mr.**_____, vide Board Resolution dated _____, of the Company of the **Other part.**

The Developer, Landowner Promoter and Allottee(s) shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**.

DEFINITIONS:

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

- (a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- (b) **"Apartment / Unit"** whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified.
- (c) **"Authority"** means Uttar Pradesh Real Estate Regulatory Authority.
- (d) **"Carpet Area"** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Explanation. — For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee.

(e) **"Common Areas" mean—**

- (i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase.

- (ii) the staircases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings.
- (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces.
- (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel.
- (v) installations of central services such as electricity, gas, water, and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy.
- (vi) the water tanks, sumps, motors, fans, compressors, ducts, and all apparatus connected with installations for common use.
- (vii) all community and commercial facilities as provided in the real estate project.
- (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use.
- (f) **"Government"** means the Government of Uttar Pradesh.
- (g) **"Rules"** means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- (h) **"Regulations"** mean the Regulations made under the Real Estate (Regulation and Development Act, 2016.
- (i) **"Section"** means a section of the Act.

WHEREAS the Leasehold Land situated at Plot No.-11B, Sector-1, Greater NOIDA (West), Gautam Buddha Nagar, Uttar Pradesh, PIN-201318 admeasuring 14769 Sq. Mtrs. ("the said Land/Project Land") has been Allotted by Greater NOIDA Industrial Development Authority (GNIDA) to the Comely Buildtech India Private Ltd. on Leasehold basis, for 90 Years.

AND WHEREAS Greater Noida Industrial Development Authority (**"GNIDA"**) has allotted a plot bearing No. GH-11, Sector-1, Greater Noida, West Gautam Budh Nagar admeasuring 70771.95 Sq Mtrs. (**"Original Plot" hereinafter**) to M/s Gayatri Hospitality & Realcon Private Limited (**"Original Allottee"**) vide allotment letter dated 18.08.20210.

AND WHEREAS Post allotment of the original Plot, the Original Allottee vide consent letter dated 19.05.2014 to the GNIDA sought for sub-division of original plot and accordingly GNIDA sub-divided the Original Plot and a Sub Lease Deed dated 30.06.2014 was executed

amongst the GNIDA (Lessor), Original Allottee (Lessee) and Land Owner Promoter (Sub Lessee), with respect to the said Land admeasuring 14769 Sq Mtrs., duly registered in the office of Sub- registrar Sadar, Gautam Buddha Nagar, Uttar Pradesh, vide document No. 20687, Book No. 1, Volume No. 16260 Page No. 261 to 288, Dated-01.07.2014.

AND WHEREAS The Landowner Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the same have been completed by the Landowner Promoter.

The Greater NOIDA Industrial Development Authority (GNIDA) has granted the permissions and approvals, more specifically the building plan dated – _____ bearing no. - _____ to the said Landowner Promoter to carry out the construction on the aforesaid allotted Land.

AND WHEREAS the Project on the said Land is being developed by the Developer, and the Project is registered with UP RERA having Registration No. - _____,

AND WHEREAS consequently in pursuance to its decision to carry out the development of the above said Project Land jointly with the CRC Homes Pvt. Ltd., the Comely Buildtech India Private Ltd. has entered into a Joint Development Agreement (JDA) dated 28.07.2023 with the said Developer, the said JDA is duly registered in the office of Sub-Registrar, Dadri, Gautam Buddha Nagar, Uttar Pradesh, vide document No.29548, Book No.1, Volume No.24226, Page No. 125 to 234, Dated-28.07.2023.

AND WHEREAS in pursuance to the aforesaid Joint Development Agreement (JDA) the Developer, CRC Homes Pvt. Ltd. shall develop a Project, **“CRC MAESTA”** on project Land area of 14769 Sq. Mtrs. The Developer has registered the said Project with the Uttar Pradesh Real Estate Regulatory Authority, Lucknow (UP RERA) as **“CRC MAESTA”** under registration number - _____).

AND WHEREAS The project **“CRC MAESTA”** shall comprise of **5 Towers**. Tower-wise floor details are: **Tower-1** (Basement 1 & 2 + Stilt Floor + 29 Floors), **Tower-2 & 4** (Basement 1 & 2, Stilt Floor + 29 Floors), **Tower-3** (Basement 1 & 2 + Stilt Floor+32 Floors) & **Tower-5** (Basement 1 & 2 + Stilt/Ground Floor Commercial + 30 Floors).

AND WHEREAS the Developer as per the terms and conditions of the aforesaid Joint Development Agreement (JDA) is authorized to develop and market the said project, however the terms & conditions of the above said aforesaid Allotment/Lease Deed executed between the Landowner Promoter and GNIDA shall be mutatis-mutandis applicable on the Allottee(s).

AND WHEREAS after the completion of the said Project, the possession of the Property(ies) shall be offered/handed over to the Allottee(s) by the Developer, however the Sub-Lease Deed of the Allotted Property shall be executed between the Landowner Promoter, GNIDA and the Allottee(s) on the format provided by the Greater NOIDA Industrial Development Authority (GNIDA), the terms and conditions of the said Sub-Lease Deed shall be binding on the Allottee(s). The responsibility of getting the Sub-Lease Deed registered in favor of the Allottee(s) shall be of the Developer.

Landowner Promoter

Developer

Allottee(s)

The Landowner Promoter has thus obtained the layout plan, sanctioned plan, specifications, and all necessary approvals for the project and also for the Apartments / Units, or building being constructed in the “**CRC MAESTA**” Project, from Greater NOIDA Industrial Development Authority (GNIDA). The Landowner Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016, and other laws as applicable.

That the Allottee had applied for an Apartment / Unit in the Project, “**CRC MAESTA**”, vide application dated _____ and has been allotted Apartment / Unit No. _____ having Carpet Area of _____ Square Meters (..... Square Feet), _____ Square Meters (..... Square Feet) Total area, on _____ floor as permissible under the applicable laws and of pro rata share in Common Area (“Common Areas”) as defined under clause (d) of Rule 2 (1) of U.P. Real Estate (Regulation & Development) Rules, 2016” and deed of declaration submitted before the concerned Authority (hereinafter referred to as the “Apartment / Unit”).

That the parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein; that 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; that 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; that in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment / Unit.

That this agreement is subject to the terms and conditions detailed hereinafter and shall prevail over all other terms and conditions given in our brochures, price list, application Form for Registration and any other sale document. This cancels all previous documents issued against this allotment.

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

1. That the Parties confirm that they have read and understood the provisions of Section-14 of the Act.
2. That the Total consideration for the Apartment / Unit based on the Carpet area is Rs. _____ (Rupees _____ only (“**Total Consideration**”) (Including GST – The current rate of GST - _____% has been taken for calculation).

Block/Building/Tower No._____ Apartment No. _____ Type _____ Floor _____ Carpet Area _____ Total Area _____	Rate of Apartment Rs. _____ Per Square Meter (Rs. _____ Per Square Foot)
Total price (in rupees)	

Price for Garage / Covered Parking – 1	
Total Price (In Rupees)	

EXPLANATION

(i) That the Total Price above includes the booking amount paid by the Allottee to the Developer towards the Apartment / Unit.

(ii) That the Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the Apartment / Unit 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 Developer shall be increased/reduced based on such change/modification:

The GST above has been charged as per the current tariff however the GST on future payments shall be charged as per the prevailing tariff at the time of payments.

(iii) That the Developer shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make payment demanded by the Developer within the time and in the manner specified therein.

- (iv) The Total Price of Apartment / Unit includes recovery of price of land, construction of not only the Apartment / Unit but also the Common Areas, Internal Development Charges (IDC), External Development Charges (EDC), taxes, cost of providing electric wiring, electrical connectivity to the Apartment / Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment / Unit and the Project.
3. That the Total Price is **escalation-free**, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development fee 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.
 4. That the Allottee(s) shall make the payment as per the Payment Plan as set out at Annexure – A of this document (“Payment Plan”).
 5. That it is agreed that the Landowner 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 in respect of the Apartment / Unit without the previous written consent of the Allottee as per the provisions of the Act, provided that the Developer may make such minor additions or alterations as per the provisions of the Act.
 6. That the Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the completion certificate/occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area, then the Developer shall refund the excess money paid by Allottee. If there is any increase in the carpet area which is not more than 3% (Three Percentage) of the Carpet Area of the said Apartment/Unit, allotted to the Allottee, the Developer will demand that from the Allottee. All these monetary adjustments shall be made at the same rate per Sq. Mtr. / Sq. Ft. as agreed in this Agreement.

However, it is agreed and understood by and between the Allottee(s) and the Developer that the Carpet Area taken herein as per the sanctioned plan of the project is of the bare Apartment/ Unit i.e., Brick to Brick measurement. As per the normal procedures of the construction, the plastering and any other layer of pinning shall be quoted on the bare walls of the Apartment / Unit to give it a final finish.

7. Subject to the other Terms of this Agreement, it is understood that:

(i) That the Allottee shall have exclusive ownership of the Apartment / Unit.

- (ii) That 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 Landowner Promoter /Developer shall hand over the Common Areas to the Association of the Allottees after duly obtaining the completion certificate from the Competent Authority.
8. That it is made clear by the Developer and the Allottee agrees that the Apartment / Unit along with Covered Parking(s) 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. It is clarified that Project's facilities and amenities other than declared as independent areas indeed of declaration shall be available only for use and enjoyment of the Allottees of the Project.
9. That the Landowner Promoter/Developer agrees to pay all outgoings before transferring the physical possession of the Apartment/Unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, 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 Landowner Promoter /Developer fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment / Unit to the Allottees, the Landowner Promoter / Developer agrees to be liable, even after the transfer of the property, to pay such outgoings 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.
10. That the Allottee has paid a sum of Rs. (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment / Unit at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment / Unit as prescribed in the Payment Plan as may be demanded by the Developer 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 equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the rules.
11. That the transfer/assignment of the Unit including rights as Allottee herein, will be at the sole discretion of the Promoter/Company and shall need its prior written approval and will be permitted only if the law of the land permits such transfer/assignment. Administrative charges as prescribed by the Promoter/ from time to time shall be paid by the transferor, at the time of such transfer. Any change in the name of the Allottee (including addition/deletion) will be deemed as transfer for this purpose. Claims or disputes, if any, between transferor and transferee as a result of subsequent

reduction/increase in the area of the Unit or its location will be settled between themselves i.e., transferor and transferee and the Promoter/Developer will not be party to it.

12. That in case of death of the Allottee, the Unit shall be allotted to the legal heir of the Allottee on submission of requisite documents as may be demanded by the Promoter in accordance with the law.

13. MODE OF PAYMENT

That subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the payment Plan hereunder through A/c Payee cheque /demand draft/bankers cheque or online payment (as applicable) in favour of **“CRC Homes Pvt. Ltd. Collection A/c for CRC Maesta”** payable at Gautam Buddha Nagar.

That For all payments, the date of clearance of the cheque shall be taken as the date of payment. A cheque which is dishonored for any reason whatsoever will call for an administrative handling charge of Rs. _____/- exclusive of the bank charges levied on the Developer which shall be borne and paid by the Allottee(s). It is to be further clarified that the claiming of administrative handling charge of Rs. _____/- by the Developer as mentioned hereinabove shall not bar the Developer from exercising any other rights that may be available to the Developer under this Agreement or under the law.

14. COMPLIANCE OF LAWS RELATING TO REMITTANCES

That 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 Developer with such permission, approvals which would enable the Developer 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 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.

- 15.** That the Developer accepts no responsibility in regard to matters specified in Para 14 above. The Allottee shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Developer immediately and comply with necessary formalities, if any, under the applicable laws. The Developer shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment / Unit applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

16. ADJUSTMENT / APPROPRIATION OF PAYMENTS

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

17. TIME IS ESSENCE

That the Developer 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 / Unit 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 Payments of the installment and other dues Payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Developer as Provided in Payment Plan.

18. CONSTRUCTION OF THE PROJECT / APARTMENT

That the Allottee has seen and accepted the layout plan, specifications, amenities and facilities of the Apartment / Unit and accepted the floor plan, payment plan, specifications, amenities and facilities given at the official portal of Uttar Pradesh Real Estate Regulatory Authority (UP RERA) and also as [annexed along with this Agreement], which has been approved by the Competent Authority, as represented by the Landowner Promoter / Developer. The Developer 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 Landowner Promoter/ Developer 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 Greater NOIDA Industrial Development Authority (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.

The Allottee had relied on its own judgement and investigation in deciding to apply for the allotment of the said Apartment / Unit and had not relied upon and / or is not influenced by any Architect plan / advertisement / warranties / statements of any nature whatsoever, whether written or oral made by the Developer or any selling agent / sales organizers / brokers or otherwise including but not limited to any representation relating to the description or physical condition of the Apartment / Unit.

19. POSSESSION OF THE APARTMENT

That the Developer agrees and understands that timely delivery of possession of the Apartment / Unit 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 Developer assures to hand over possession of the Apartment / Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on _____, unless there is delay or failure due to war, outbreak of Pandemic/Epidemic, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature 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 Developer shall be entitled to the extension of time for delivery of possession of the Apartment / Unit:

It is hereby agreed that if the Developer is unable to construct/ continue or complete the construction of the Project or any part thereof, due to any governmental/ regulatory authority's action / Court Order, provided the same is not due to the fault of the Developer, then the Developer may, at its own discretion, challenge the same by moving the appropriate courts, tribunal(s) and / or relevant authority. In such a situation, the amounts paid by the Allottee(s) shall continue to remain with the Developer and without bearing any interest and the Allottee(s) may choose to become a party in such legal proceedings. The decision of the courts, tribunal(s) and / or relevant authority shall be binding on the Allottee(s) as well.

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 Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated.

In case the project is developed in phases, it will be the duty of the Developer to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA once all phases are completed.

In case the possession of the Apartment/Unit is not delivered by the Developer as mentioned herein above the Developer shall pay to the allottee(s) a compensation for the period of such delay till the date of the Completion Certificate/Occupancy Certificate. The said compensation shall be paid at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1%.

20. PROCEDURE FOR TAKING POSSESSION

That, the Landowner Promoter shall obtain the completion certificate/occupancy certificate (as applicable) from the Competent Authority, thereafter, the Developer shall offer in writing the possession of the Apartment / Unit, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/occupancy certificate (as applicable). The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee agrees and undertakes that he / she shall join Association of Allottees (AOA) as may be formed by the on behalf of the Apartment / Unit holders and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Developer/its nominated Maintenance Agency / Association of Allottees, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the Project.

The Allottee shall be liable to pay House Tax, Property Tax or any other Tax, Cess as applicable under the law as and when levied by government, any local body or authority and so long as the Apartment / Unit of the Allottee(s) is not separately assess to such taxes, fees and cess the same shall be payable by the Allottee in proportion of the Carpet Area of the Apartment / Unit. If the Developer / AOA have to pay the aforementioned amount on behalf of the Allottee(s), the Allottee shall be liable to reimburse the same to the Developer / AOA within 30 days from the date of notice in this regard from Developer/ AOA. All taxes, charges, cesses/levies etc. shall be payable by the Allottee even if such demand is raised by the Authority(ies) retrospectively after the possession and / or Conveyance of the said Apartment / Unit and such demands shall be treated as unpaid consideration of the said Apartment / Unit.

That The Allottee(s) agree, if at any time under any law / order or if the Developer / AOA may think necessary to insure the Land / Building / Apartment / Unit / Project the charges towards the same shall be paid by the Allottee proportionately as demanded by the Developer / AOA.

That as per the rules and regulations laid down by the Uttar Pradesh Power Corporation Limited(“UPPCL”)/NOIDA Power Company Limited(“NPCL”), the concerned electricity departments and government undertakings, a multi-point connection is permissible for any project. However, it shall be the responsibility of the Allottee(s) to apply for the said electricity connection as per the terms and conditions of “UPPCL/NPCL” (the concerned electricity departments) and pay the

required fees / expenses for the same to the said department. It shall also be the responsibility of the Allottee(s) to pay the said department the charges for the usage of its electricity as per bills raised by the department for the respective connection(s). In case the Developer is required to apply for the electricity connection on behalf of the Allottee(s), the expenses to be incurred on such connection(s) shall be charged from the Allottee(s) in actual / pro-rated basis) and it shall be the responsibility of the Allottee(s) to pay the same to the Developer.

It is agreed and understood that in case Power Backup facility is provided by the Developer in the Project / Apartment / Unit, the Allottee(s) shall be liable to pay the charges for the said facility and also for the usage of the said Power Backup as per the consumption. The Developer / RWA / Maintenance Agency shall raise the Bill for the said Power Backup consumption and other charges in the name of the Allottee(s) and the Allottee(s) shall pay the same within the time period as mentioned in the said Bill.

21. FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT

That Upon receiving a written intimation from the Developer as per Para 20, the Allottee shall take possession of the Apartment/Unit from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment / Unit to the Allottee. In case the Allottee fails to take possession within the time provided in para 20, such Allottee shall be liable to pay to the Developer holding charges at the rate of Rs. _____ Per Sq. Ft. Per Month of Carpet Area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in para 20.

22. POSSESSION BY THE ALLOTTEE

That after obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Apartment / Unit to the Allottees, it shall be the responsibility of the Landowner Promoter / Developer 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 Applicable Law.

23. CANCELLATION BY ALLOTTEE

That 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 and default of the Developer, the Developer herein shall be entitled to forfeit the booking amount paid for the allotment (i.e. 10% of the total cost) along with all/any taxes, duties, cess etc. deposited by the Landowner Promoter / Developer to any concerned department / authority in respect of the said Apartment / Unit. The Developer shall return 50% (fifty percent) of the balance amount of money paid by

the Allottee within 45 (forty-five) days of such cancellation/withdrawal and the remaining 50% (fifty percent) of the balance amount on re- allotment of the Apartment / Unit/ or at the end of one year from the date of cancellation/withdrawal by the Allottee, whichever is earlier.

24.COMPENSATION

That the Landowner Promoter/Developer shall subject to other terms of this Agreement, 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.

25.REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

That the Developer hereby represents and warrants to the Allottee as follows:

- (i) That the Developer has the requisite rights to carry out development upon the said Land and absolute, actual, physical, possession of the said Land for the Project. However, the clear and absolute title as mentioned hereinabove is of the Landowner Promoter who is also the confirming party to this agreement.
- (ii) That the Landowner Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project.
- (iii) That save and except the charges as disclosed/declared on the RERA and MCA's portal, there are no other encumbrances on the said Land or the Project.
- (iv) That there are no litigations pending before any Court of law or Authority with respect to the said Land or the Apartment/Unit.
- (v) That all approvals, licenses, and permits issued by the competent authorities with respect to the Project, said Land and Apartment.
- (vi) Unit are valid and subsisting and have been obtained by following due process of law. Further, the Landowner Promoter /Developer has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, said Land, Building and Apartment/Unit and Common Areas.
- (vii) That the Developer 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.
- (viii) That the Landowner Promoter /Developer has not entered into any agreement for sale/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 Apartment / Unit which shall, in any manner,

affect the rights of Allottee under this Agreement.

- (ix) That the Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment/Unit to the Allottee in the manner contemplated in this Agreement.
- (x) That at the time of execution of the conveyance deed the Landowner Promoter/ Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment/Unit to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be.
- (xi) That the Schedule Property is not the subject matter of any HUF and that no part thereof is owned by a and/or no minor has any right, title and claim over the Schedule Property.
- (xii) That the Landowner 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/occupancy certificate (as applicable) has been issued and possession of Apartment / Unit, or 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;
- (xiii) That 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 Landowner Promoter/Developer in respect of the said Land.

26. EVENTS OF DEFAULTS AND CONSEQUENCES

26.1 That subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:

- (i) That Developer fails to provide ready to move in possession of the Apartment/Unit to the Allottee within the time period specified in Para 19 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 / Unit 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) That discontinuance of the Developer'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.

26.2 That in case of Default by Developer under the conditions listed above a non-defaulting Allottee is entitled to the following:

- (i) That stops making further payments to the Developer as demanded by the Developer. If the Allottee stops making payments, the Developer 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) That the Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment / Unit, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under 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 Developer, interest at the rate prescribed above for every month of delay till the handing over of the possession of the [Apartment / Unit], which shall be paid by the Developer to the Allottee within forty-five days of it becoming due.

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

- (i) That in case the Allottee fails to make payments for 2 (two) consecutive demands made by the Developer as per the Payment Plan, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the rules.
- (ii) That in case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Developer in this regard, the Developer may cancel the Apartment / Unit in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount, other charges, and the interest liabilities under this Agreement shall thereupon stand terminated. Provided that the Developer shall intimate the Allottee about such termination at least thirty days prior to such termination.

27. CONVEYANCE OF THE SAID APARTMENT

That on receipt of Total Price of the Apartment /Unit as per Agreement from the Allottee(s) the Landowner Promoter shall execute the Sub-Lease Deed and convey the title of the Apartment / Unit together with proportionate indivisible share in the Common Areas. 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 Developer / Landowner Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developer is made by the allottee.

28. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

That the Allottee(s) at the time of signing of the Sub-Lease Deed of the Allotted Apartment / Unit shall also be required to sign a separate Maintenance Agreement towards the allotted unit. The Developer / its nominated Maintenance Agency 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 upon the issuance of the completion certificate of the project. The cost of such maintenance shall be paid by the allottee in advance for next 1 (one) year from the date of completion certificate. However, if the Association of Allottees is not formed within 1 year of the issuance of completion certificate the Developer / its nominated Maintenance Agency will be entitled to collect from the allottees the maintenance amount as decided/fixed from time to time by Developer / its nominated Maintenance Agency and the same shall be payable by the allottee to the Developer / its nominated Maintenance Agency.

It is hereby agreed and understood by and between the Developer and the Allottee(s) that the allottee at the time of the offer of possession shall pay to the Developer an amount of Rs. _____ towards the Interest Free Maintenance Security (IFMS).

The Developer / Its nominated Maintenance Agency shall be entitled to recover the Maintenance charges if not paid by the Allottee(s) from the IFMS amount deposited by the Allottee(s). The Developer shall also be entitled to utilize said IFMS amount in case of any major breakdown or the replacement of any capital item, till the time the project is handed over to the Association of Allottee(s) (AOA) / Competent Authority, however the balance remaining in the account of IFMS at the time of the handover of the project to the AOA or any other Competent Authority shall also be transferred.

29. DEFECT LIABILITY

That it is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the Developer to give the possession to the allottee, whichever is earlier, it shall be the duty of the Developer to rectify such defects without further charge.

Any bought out items provided to the Allottee within the Apartment / Unit as per the agreement, as has been purchased from various manufacturing companies / third parties, therefore the defect liability of such items shall be on back-to-back basis and would be limited to the period as offered by the manufacturing companies / third parties. The warranty for capital items such as Generators, Escalators, Elevators etc. shall also be on back-to-back basis as given by the manufacturer.

However, in case any damage to the Apartment / Unit is caused by the Allottee and / or by any reasonable wear and tear and / or by improper maintenance and undue negligence on part of the Allottee(s) / AOA and / or any damage caused due to force majeure shall not be covered under defect liability period.

30. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

That the Developer/Maintenance Agency / Association of Allottees shall have right of unrestricted access of all Common Areas, 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 / Unit 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.

31. USAGE

That services areas in the project shall be earmarked 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 etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas& 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 services/maintenance.

32. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

The Allottee shall, after taking possession, be solely responsible to carry out maintenance of the said Apartment / Unit and fixtures and fittings installed therein including painting, polishing of interior, electrical fittings and maintenance, plumbing, sewer drainage, cleaning, and maintenance of the said Apartment / Unit

at its own costs to keep the said Apartment / Unit in good condition, without affecting and disturbing the other Apartment / Unit holders. Allottee(s) shall not do or suffer to be done anything in or to the Building, or the Apartment / Unit, 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 / Unit and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

That The Allottee(s) shall not subdivide the Apartment / Unit in any manner, demolish, make, or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature to the said Apartment / Unit or any part thereof, and shall not chisel/drill or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. or other structural support. Further, no damage to the building would be caused in any manner and all consideration of safety, firefighting systems will have to be observed/ maintained.

That the allottee shall carry out day to day maintenance of the said Apartment / Unit and fixtures and fittings installed therein including painting, polishing of interior, electrical fittings and maintenance, plumbing, sewer drainage, cleaning, and maintenance of the said Apartment / Unit at its own costs without affecting and disturbing the other unit holders.

That the Allottee further undertakes, assures, and guarantees that he/she would not put any fixtures and fittings including but not limited to Air conditioners / coolers etc. 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 except in the way / size in which he / she is permitted by the Developer. The Allottee(s) shall also maintain the standards and uniformity in this regard. 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 / Unit or place any 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 / Unit.

The Allottee hereby agrees and confirms to indemnify the Developer against any penal action and liability, damage, loss, claim, demand etc. due to misuse of the said Apartment / Unit for which the Allottee(s) of the Apartment / Unit shall be solely liable and responsible, without any recourse to the Developer.

The Allottee(s) shall not use or permit use of the said Apartment / Unit for any purpose other than as stated herein or otherwise for any illegal or unlawful purpose.

That the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of

Allottees and/or maintenance agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

33. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

That the Parties are entering into this Agreement for the allotment of an Apartment / Unit with the full knowledge of all laws, rules, regulations, and notifications applicable to the Project.

34. ADDITIONAL CONSTRUCTIONS

That the Developer 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.

35. LOAN FACILITY

That in case the Allottee(s) wants to avail loan facility from any Financial Institution / Bank to facilitate the purchase of the Apartment / Unit applied for, the Developer shall facilitate the process subject to the following.

- I.** Any financing / loan agreement between the Financial Institution / Bank and the Allottee(s) shall be entered into by the Allottee(s) at his / their sole cost, expense, liability, risk, and consequences.
- II.** The terms and conditions of the financial institution / bank shall exclusively be binding and applicable only up on the Allottee(s).
- III.** The responsibility of the disbursal of the sanctioned loan, as per the payment plan shall rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or disbursement getting delayed the payment to the Developer as per the schedule shall be the responsibility of the Allottee(s) failing which the Allottee(s) shall be governed by the provisions as contained in clause no. 26.3 of this agreement.
- IV.** The payment plan opted by the Allottee(s) is final and no change is normally allowed in the same. In case the Allottee(s) desire any change, Allottee(s) shall make a request in writing which the Developer may consider without any obligation. However, if the Developer decides to make any change as per the request of the Allottee(s) then the Allottee(s) shall be liable to make payments as decided by the Developer.
- V.** In case of default in repayment of dues of the Financial Institution / Bank by the Allottee(s), Allottee authorize the Developer to cancel the allotment of the said Apartment / Unit and repay the amount after deduction of the booking amount (i.e., 10%), Interest on delayed payments, other charges, and taxes,

directly to the Financial Institution / Bank, on receipt of such request from Financial Institution / Bank, without any reference to the Allottee.

- 36.** The Allottee (s) acknowledges that the said plot and receivables thereon have been mortgaged and hypothecated by the Promoter in favour of its lender(s).
- 37.** That after the Developer executes this Agreement it shall not mortgage or create a charge on the Apartment / Unit and if any such mortgage or charge is made or created to raise finance from any Bank/ Financial Institution / Corporate Bodies and for this purpose if any Equitable Mortgage on construction or on the proposed built-up area is created in favor of one or more Financial Institutions, the Allottee(s) shall have no objection to it however notwithstanding the foregoing the Developer shall ensure to have any such charge created, vacated on completion of the project before transfer / conveyance to the title of the Apartment / Unit to the allottee(s), however 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 / Unit.

38. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP) ACT, 2010

That the Developer has assured the Allottees that the Project in its entirety is in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Developer is making compliance of various laws/regulations as applicable in the state of Uttar Pradesh.

39. BINDING EFFECT

That forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee, then the Developer shall serve a notice to the Allottee for rectifying this default in case even after the service of the said notice the allottee does not deliver the executed agreement to the Developer the Developer shall have the right to cancel the said allotment and refund the amount (if any) after deducting 10% booking amount from the amount deposited by the Allottee(s).

40. ENTIRE AGREEMENT

That 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 / Unit, as the case may be.

41. RIGHT TO AMEND

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

42. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES

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

43. WAIVER NOT A LIMITATION TO ENFORCE

That the Developer 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 Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottees.

That 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.

44. SEVERABILITY

That 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, 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 Laws 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.

45. METHOD OF CALCULATION OF PROPORTIONATE SHARE

That wherever in this Agreement it is stipulated that the Allottee(s) has / have to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment / Unit in proportion to the total carpet area of all the Apartments/ Units in the Project.

46. FURTHER ASSURANCES

That 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.

47. PLACE OF EXECUTION

That the execution of this Agreement shall be complete only upon its execution by the Landowner Promoter and the Developer through their authorized signatory at the Developer's Office.

48. NOTICES

That all notices to be served on the Allottee(s) and the Landowner Promoter / Developer, as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Landowner Promoter / Developer by Registered Post at their respective addresses specified below:

Name of Allottee

(Allottee Address)

Comely Buildtech India Private Ltd. **Landowner Promoter Name**

Flat No. B-1/504 Vasundhra Enclave Satyam Aptt., New Delhi, Delhi, Delhi **Landowner
(Promoter Address)**

CRC Homes Pvt. Ltd. **Developer Name**

CRC Group, Ground Floor, Logix Techno Park, Tower-A, Sector-127, NOIDA, Gautam
Buddha Nagar, Uttar Pradesh, PIN-201306

(Developer Address)

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

49. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Developer 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.

Landowner Promoter

Developer

Allottee(s)

50. GOVERNING LAWS

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.

51. DISPUTE RESOLUTION

That 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, as the case may be, through the Authority or Adjudicating Officer appointed under the Act.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including Co - Allottee)

- (1) Signature
- (2) Name
- (3) Address
- (4) Phone / Mobile _____
- (5) E-Mail id _____

Photograph

- (1) Signature
- (2) Name
- (3) Address
- (4) Phone / Mobile _____
- (5) E-Mail id _____

Photograph

CRC Homes Pvt. Ltd. -Developer

Signature (Authorized Signatory)

Photograph

Name

Address

Landowner Promoter

Developer

Allottee(s)

Comely Buildtech India Private Ltd. – Landowner Promoter

Signature (Authorized Signatory)

Photograph

Name

Address

At on _____ in the presence of:

WITNESSES:

Signature

Name

Address

Signature

Name

Address

PAYMENT PLAN (ANNEXURE – A)

Landowner Promoter

Developer

Allottee(s)

LAYOUT PLAN OF APARTMENT / UNIT TO BE PASTED
(As per Carpet Area)

SPECIFICATIONS OF THE APARTMENT / UNIT TO BE PASTED

Note: - Any bought-out items provided to the Allottee within the apartment as per this agreement, as has been purchased from the manufacturing companies / third parties, therefore the defect liability of such items shall be on back-to-back basis and would be limited to the period as offered by its manufacturing company / third party.