

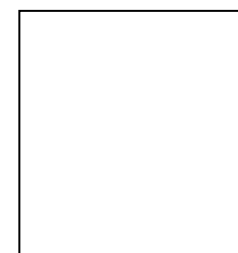
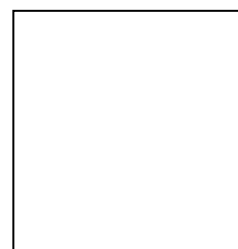
AGREEMENT FOR SALE

This Agreement for sale Letter is executed on **xx/xx/xxxx** between M/s. NILAYA INFRA PRIVATE LIMITED having its registered office at B-15, 1st floor, Pandav Nagar, Delhi-110092

AND

1. **XXXXXXXXXX**
S/d/w/o XXXXXXXXXXXXXXXXXXXXXXXXXX
R/o: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX,
XXXXXXXXXXXX-PIN CODE

2. **XXXXXXXXXXXXXXXXXX**
S/d/w/o XXXXXXXXXXXXXXXXXXXXXXXXXX
R/o: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX,
XXXXXXXXXXXX-PIN CODE



Director/Authorised Signatory

Signature of Allottee(s)

Mr. XXXXXXXXXXXXXXXXXX S/o Mr. XXXXXXXXXXXXXXXXXXXXXXXXXX

Date: XX-XX-2018

&

Ms. XXXXXXXXXXXXXXXXXX W/o Mr. XXXXXXXXXXXXXXXXXX

Both R/o: XX - PIN CODE

In response to your booking request application no XXXXXX. We, **NILAYA INFRA PRIVATE LIMITED**, a company incorporated under the provision of the Companies Act, 1956; having its Registered office at **B-15, 1st Floor, Pandav Nagar, Delhi-110092** and its site office situated at **Khasra no. 1015, 1023/1, 1023/2 & 1023Mi Morta, NH-58, Rajnagar Extension, Ghaziabad, Uttar Pradesh-201003, bearing RERA registration No.-UPRERAPRJ7496**. (Hereinafter referred to as the 'Company' which expression shall, unless it repugnant to the context or meaning thereof be, deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned, hereinafter, allot to you a residential Apartment No XXXXXX on XXXX floor having Super Area /approx. XXXXX Sq Mtrs. (XXXXX Sqft) Built-up Area XXXXX Sq Mtrs. and Carpet Area as per RERA XXXX Sq Mtrs. in the above mentioned **Affordable Group Housing** for a total consideration of **Rs. XXXXXXXXXX/- (IN WORDS Only)** as per the Payment Plan (specifications mentioned in Schedule A) and taxes, as applicable.

INTERPRETATION OF SOME OF THE INDICATIVE TERMS: The terms & conditions given below are of indicative nature with a view to acquaint the Applicant. The terms & conditions are comprehensively set out in the Agreement for Sale which, upon execution, shall supersede the terms and conditions set out in the Booking request/Application form.

- A. Applicant:** means person/Firm/Company applying for booking of the said Apartment, whose particulars are set out in the Booking request/ Application Form and who has appended his signature in the acknowledgement of having agreed to the terms & conditions of the Booking request/ Application form. In case of more than one applicant the other will be considered as co-applicant and prior to executing the Agreement for Sale they will be considered as Intending Allottee (s).
- B. A.A.O.:** Means the Association of the Apartment Owner which shall be duly formed as per the Uttar Pradesh Apartment (Promotion of construction, Ownership and Maintenance) Act, 2010.
- C. Agreement for Sale:** Confirmation of mere booking of Apartment by the Company and an agreement over a prescribed standard format of company which is duly executed by and between the company and Allottee(s).
- D. Allottee:** Those who have executed the Agreement for Sale over a standard format of company, thereafter, a particular Apartment has been reserved for that particular Allottee and the same has agreed to abide by all the terms and conditions till the time and indenture of Conveyance Deed/Title Deed is executed. In case of more than one Allottee, the other will be considered as Co-Allottee and Allottee and the Co-Allottee will have an equal share in the Apartment unless otherwise specifically provided & accepted by the builder company.

Director/Authorised Signatory

Signature of Allottee(s)

- E. Apartment:** The dwelling Apartment in the project which is identified by a number, that number is also identifying the floor and the block of that Apartment.
- F. Application (Booking request/Application):** A request for booking of Apartment made by the person/Firm/ Company on a standard format namely booking request/Application form of the company.
- G. Area:**
- i. **Area of land:** Total Area of land over which the project is going to be constructed.
 - ii. **Common Area and facilities:** Means all facilities to be used & utilized by all the Allottee(s), such as entrance lobbies, corridors, staircases, staircase shafts, mummies, lobbies, lifts, lift lobbies, shafts, machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, Control panel room, installation area of transformer and DG set, guard towers, entrance and exit of the complex, water supply, treatment plants, pump house, sewerage systems and STP, EPABX systems, common toilets, rain water harvesting systems etc.
 - iii. **Independent Area:** The Areas which are not included as common areas for common use of Allottee, as mentioned above in col. G(ii) and for the remaining area, the company has a right to sell out the same without the interference and any hitch & hesitation of the Apartment owner.
 - iv. **Limited Common Area and Facilities:** Those which are reserved for use of certain Apartment or apartments to the exclusion of the other Apartments.
 - v. **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.
 - vi. **Covered Area:** Means the actual area of apartment/unit under the roof which includes carpet area, area covered by outer walls, balconies and additional area mandated by the authority concerned.
 - vii. **Super Area:** Loading of other constructed areas including the constructed common areas over the carpet areas of the apartment/unit to be called as Super Area.

H.Basic Cost of Apartment: The consideration amount for sale of Apartment exclusive of other charges which are mentioned in the booking request/ Application Form and the Agreement for Sale.

I. Earnest Money: shall mean 10% of the Total Price of the Apartment/Unit/Flat, including BSP, EDC, IDC, Parking (If applicable), booking amount paid by the Allottee(s).

J. Fit Out Period: After completing the construction, the final touch i.e. installation of sanitary ware, kitchen, sink, CP fittings, Hardware Accessories, final coat of paint (Items as per specifications of the Apartment/Unit) will be given to the Apartment/Unit. The duration of said fit-out is 90 days from the date of offer for fit out, wherein the buyers may get this final installation done in their own presence to avoid any future consequences/litigations.

K. Force Majeure Clause: means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Allotment, which shall include but not be limited to:

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- i. Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters etc.
- ii. Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- iii. Strikes or lockouts, industrial dispute.
- iv. Non-Availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason, whatsoever.
- v. War and hostilities of war, riots, bandh, act of terrorism or civil commotion.
- vi. The promulgation of or amendment in any law, rules or regulation or the issue of any injunction, court order or direction from any government authority that prevents or restricts the party/company from complying with any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Complex/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or any other Quasi-Judicial Body or for any other reason, whatsoever.

L.GDA: Ghaziabad Development Authority, herein referred to as 'Authority' (A Body corporate constituted under Industrial Development Area Act, 1976).

M. Layout and Plans: The Architectural Drawing of project 'comprising of whole planning of constructions, open areas and drawings of particular block, floor and a particular Apartment.

N.Maintenance Charges: Means the charges to be paid by the Allottee/owner for the maintenance and upkeep of the said Project as per the maintenance agreement, which shall be executed at the time of possession separately with the Company or with the Maintenance Agency at prescribed rates on the super built-up area of the said Apartment.

O.Payment Plans: The mode of payment towards the captioned booking of Apartment having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.

P.Project: Means 'Nilaya Greens', to be built on Khasra Number 1023 & 1015, Mota, NH-58, Raj Nagar Extension, Ghaziabad, Uttar Pradesh.

Q.Taxes: Shall mean present and future taxes and levies/notified/imposed by the authorities, Central/ State Governments and recoverable from Allottee.

WHEREAS, as per the norms of Authority, the land will be used for residential, commercial, open spaces, parking purposes etc. and the whole **Affordable Group Housing** will be developed and will be utilized for apartments/communities/club/storage/commercial complex etc.

WHEREAS, the Allottee has full knowledge of applicable laws, notifications, rules, regulations and policies applicable to the said land/housing complex, as framed by the Government and Authority.

NOW, THEREFORE, THIS AGREEMENT FOR SALE WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. CONSTRUCTION:

- a. That the project will have categories of constructions as per Schedule C

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- b. That the Company is developing and constructing residential Apartments of various sizes and dimensions in the **Affordable Group Housing** Residential Project after getting the building plan duly approved from the Authority, and the Company is entitled to allot the said Apartments on free hold basis to the intending Allottee. The Allottee, herein, has desired Allotment of an Apartment in the said project namely "Nilaya Greens" in which the Company offered for allotment.
- c. That as per the building Plan/Layout plan of said "Nilaya Greens" it is envisaged that the Apartment on all floors shall be allotted as an independent dwelling unit with impartial and undivided proportionate share of free 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 (ies) and machinery rooms, guard rooms and other common facilities, if any, for the Apartment(s) to be permitted, used and maintained jointly by all the Allottees in the manner, hereinafter mentioned. The rights to terrace(s) are solely vested with the Company and the Allottee shall not be allowed/ permitted to use the said area for any purposes, reason(s) or to carry out any construction on the terrace(s) in any manner.
- d. That the Allottee has seen all the documents of title deeds and other relevant papers etc. pertaining to the aforesaid **Affordable Group Housing** project and is fully satisfied about/with the title, rights and interest of the company in respect of the aforesaid project. The drawing and plans of the project have been displayed at the site office of the project & the corporate office of the company. The sample Apartment constructed at the site (if any) is not according to the structural drawings of the building, as it does not have the beams. and columns, so the actual construction shall not be compared to that, also that the fitting fixture, finishing and other items of said sample Apartment shall not be compared with the actual construction.
- e. That the Allottee and the family members have a right to visit and inspect the premises during the course of construction subject to permission with the site office but while deriving this right the company shall not be held liable for any loss/cost/damages or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the Allottee or any family member accompanying him, it is solely on the part of the visitors and Allottee.
- f. That the Company shall be responsible for providing internal services within the peripheral limits of the said Complex, which inter alia include.
- (i) Laying of roads,
 - (ii) Laying of water line,
 - (iii) Laying of sewer lines
 - (iv) Laying of electric lines.

However, it is acknowledged and understood by the Allottee(s) that, external or peripheral services, such as water, sewer, storm water drains, roads, electricity, and horticulture are to be provided by the Government or Authority and/or the concerned local authority and company shall not be responsible in any manner for their liabilities.

- g. That the total price includes the cost of fixtures, as mentioned in specifications. All the fixtures provided in the said apartment/Project are mainly indicative and subject to change, as and when required accordingly. The Allottee, further, agrees and understands that the company shall have the option/right to choose the brand of fixtures to be installed and the

Allottee shall have no option/right to raise any dispute or claim with regard to the brand installed by the company in the said Apartment in any manner before any one.

- h. That the specifications for the Apartment are shown in the specification sheet attached, hereto. The Company may, on its own, provide additional / better specifications and / or facilities other than those mentioned in such specifications sheet, or sale brochures or due to technical reasons or due to popular demand or for reasons of overall betterment of the Project/ Individual unit. The proportionate cost of such changes will be borne by the Allottee(s) and shall be paid, as and when demanded. Nospecific consent from the individual Allottee shall be taken for any such changes, nor any objection shall be raised by the allottee, in any manner.
- i. That it is thoroughly clear to the Allottee(s) that final finishing of the apartment/unit shall be done after deposition of entire amount and obtaining NO DUES CERTIFICATE from the company. Pendency of completion certificate shall not be the reason to hold the dues or raise any claim for damages or dispute before any Authority, Court & Forum.
- j. The following features constituting the Total price for the Apartment shall be provided by the company:

 - (i) Installation of lift for every block.
 - (ii) Installation Of fire fighting arrangement at all floors.
 - (iii) Installation of Intercom connection for each apartment.
 - (iv) Installation of requisite power back up for running the lifts, tube well, water pump, and common services.
 - (v) Installation of 100% power backup for every flat.
- k. That the Allottee understands that it is mandatory to purchase usage rights for at least one parking space for each apartment. The parking space allotted to the Allottee shall be an integral part of the said apartment which cannot be sold / dealt with, independent of the said apartment separately. The Allottee may apply for additional parking space which may be allotted subject to availability and at the prevailing price. All clauses of this application and agreement pertaining to allotment, possession, cancellation etc. shall be read in context to the parking space(s) so allotted, where applicable. The Allottee agrees that such parking spaces being allotted to the individuals shall not form a part of common area of the said apartment/said building/said Project. For security reasons no car/vehicle parking is allowed inside the Project except those, who have reserved the Parking Space. If any vehicle is found parked unauthorized, the Company reserves the right to get it removed from the premises and Company shall not be responsible for losses and damages, if any. No open parking shall be allowed to any one Allottee inside the premises of the project until and unless specified/ allotted by the company to the Allottees. In any other manner, the same shall be treated as unauthorised parking &the company reserves its right for penalizing and imposition of penalty.
- l. That the Allottee agrees that he shall not have any right in any basements, stilts, open and covered parking spaces, terraces, commercial premises/ building, shops and their approaches etc., community centres etc., open space (except to the extent specifically allotted), and in the limited common areas and facilities, if any, in the said Project. The company shall be free to dispose of the same on such terms and conditions, as it may deem fit. The Allottee shall not have any right to interfere in the manner of booking, allotment and finalization of sale of basement areas, stilts, open and covered parking spaces , terraces, commercial premises / buildings with its approaches, community centres, club, etc. or in the

operation and management including, but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi government, any other authority, body, any person, institutions, trust and/or any 'local bodies which the company may deem fit in its sole discretion, as specified above or in any manner other than that.

- m. That in addition to the Area, the Allottee, if and as mentioned in this agreement, may get exclusive usage rights to certain areas, like, attached areas with Ground Floor unit, and attached terrace with certain upper floors flats. No construction, either permanent or temporary shall be allowed in such areas. The maintenance of these areas shall be the exclusive responsibility of the Allottee/s. That, although all the major construction of the apartments/units will be' completed, however, the final touch i.e. installation of sanitary ware, kitchen sink, CP fittings, hardware accessories, final touch of paint etc. will be done during the "Fit Out Period" of 90 days. It has been experienced that if the final touch to an Apartment/Unit has been given and the possession delays as the Allottee(s) do not proceed with, the said finished apartment/unit get deteriorates with the span of time. Therefore, the concept of Fit-Out period has been adopted and is being applied and the same shall be effective only at the request of the Allottee, in writing.
- n. That any delay on account of the Authority for issuance of the Completion Certificate shall not be considered as a delay in completion on the part of Company. The date of applying the completion certificate shall be presumed as the date of completion, the Company shall not be liable for the penalty for delay in possession after the said date and any claim for delay in possession will be confined up to the date of applying for the completion certificate only. It is also cleared that the Completion Certificate in part could also be obtained after depositing the requisite fee and obtaining the NOC's from all the concerned departments. After the expiry of 90 days from the date of applying for the Completion Certificate along with all the requisite formalities and documents in case, the same is not issued/provided by the Authority, it shall be deemed as issued and provided in law/by laws. Therefore, the issuance of Completion Certificate shall not be a reason for denial of taking the possession.
- o. That any delay in construction or pending construction of the Common areas, Community hall and other Amenities within the premises of the project related to the allotted Apartment/Unit, shall not be a ground for denial of taking possession. Internal and External development shall not be the part of denial of possession, in any manner, to the Allottee. In case of denial, the Allottee/ Allottees shall be responsible for their own act, as per rules, terms and conditions, as stated in the brochure and Allotment/Agreement.

2. PAYMENTS:

- a. That timely payments of instalments, as indicated in the schedule of payment, is the essence of the Allotment. The payment of due instalment, first of all, shall be adjusted towards the interest due, thereafter, the remaining amount shall be adjusted in the due principal amount. If any instalment(s) as per the payment schedule is not paid by the due date, the Company will charge @10.25% interest per annum on the delayed payment for the period of delay. However, if the payment remains in arrears for more than 45 days from the due date or for two consecutive demands whichever is earlier, the Allotment will automatically stand cancelled without any further intimation to the Allottee and the Allottee will cease to have any lien on the Apartment.

b. That the payment shall be made as per the Payment Plan mentioned in Schedule A of this Agreement for Sale. An amount equivalent to Earnest Money shall always be deemed to have been paid by the Applicant(s) as and by way of security until the completion of full payment and possession of the unit is given.

c. That the Payment Plan shall not be allowed to be changed. However, if the payment due as per the Down Payment plan option is not made on time, the plan shall be converted to another plan as per the payment received (flow of payment) at the sole discretion of the company and shall be binding on the Allottee(s). However, the Allottee(s) shall be notified to such effect. The Allottee(s) shall be bound to make payment on demand by the Company of all such payments and/ or charges, which arise on account of such changes in the Payment plan, within 15 days of the Letter of demand raised by the company on the Applicant(s). The basic sale price of the apartment booked shall stand revised accordingly. However, delay shall not be permissible to the Allottee, in any manner, against their demand as well as repayment towards the apartment/unit.

d. That the Allottee(s) agrees to reimburse to the Company and to pay on demand, as and when raised- all taxes, levies or assessments, whether levied now or in future, on land and/ or on building, as the case may be, from the date of booking.

e. The Allottee(s) of the unit shall pay necessary charges including security deposit for maintaining and up keeping the complex and providing the various services, as determined by the Company or its nominated agency, as and when demanded by the Company/ its nominee. The decision in this regard shall be entirely at the sole discretion of the Company and the same shall be binding upon the Allottee(s). This arrangement will be carried out until the services are handed over to the local bodies. The Applicant agrees and consents to this arrangement and will not question the same singly or jointly with other Buyers, in any manner, whatsoever.

f. That the schedule of Payment/Instalments shall be final and binding over the Allottee and the same is duly explained to the intending Allottee(s). The payment on time shall be the responsibility of the intending Allottee(s). Letter for payment of instalments on the due dates will be issued, it will be obligatory on the part of the Allottee to make the payment on or before the due dates.

g. That if there will be any Service Tax, Trade Tax, External Development Charges, V.A.T, G.S.T., and additional levies, rates, taxes, Registration charges, compensation to the farmers, cess and fees etc. as assessed and attributable to the Company, as consequences of Court /Government/ Development Authority /Statutory or other local authority(ies) order, the Allottee(s) shall be liable to pay his proportionate share for the same to the Company, as and when demanded. If the appropriate authorities impose any tax on this transaction in future then the Allottee(s), hereby, agrees for payment of the same and all times stand to indemnify and keep harmless the company.

h. That in case the Allottee wants to avail a loan facility from his employer or financing bodies, to make payment for the allotment of the allotted Apartment, the Company shall facilitate the process subject to the following:-

(i) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee only, company shall not be liable or owes any responsibility, in any manner.

(ii) The responsibility of getting the loan sanctioned and disbursed, as per the Company's schedule of payment will rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per payment schedule, shall be ensured by the Allottee, failing which, the Allotment shall be governed by the provision contained herein above.

I. That subject to the other terms and conditions of this Agreement for Sale, on and after the payment of total price, other charges and dues as per the Agreement for Sale, the Allottee shall have:

(i) Exclusive ownership of the area of the said Apartment.

(ii) Undivided proportionate interest in the land underneath the said building calculated in the ratio of super area of the said Apartment to the total super area of all apartments in the said building.

(iii) Undivided proportionate interest and right to exclusive use of the allotted parking space(s).

(iv) The right of usage of common facilities is subject to observance by Allottee(s) of covenants herein and up to date payments of all dues by the Allottee(s), as already detailed in this Agreement for Sale.

3. CANCELLATION :

a. That, all original Documents and Receipts shall be submitted by the Applicant for Refund/ Surrender/ Cancellation

b. That, in normal circumstances, no deduction will be made in Registration amount if Application is surrendered before Lottery/ Draw.

c. That, if an Applicant surrenders the allotted unit after Allotment or his allotment is terminated due to non- payment of Allotment money or Instalments in time, then full Registration amount shall be forfeited. Balance amount, if any, shall be refunded without interest after deducting the Processing and Administrative charges.

d. That, after Allotment, if there is a default in payment of TWO consecutive instalments according to the payment schedule, the Developer shall have the right to forfeit the 10% of the price of the Flat. Balance, if any, will only be refunded to the Allottee, without any interest.

e. That, if the physical possession of the Apartment is not taken over by the Allottee(s) within 2 months from Offer of Possession, the Allottee shall pay watch and ward charges @0.1% of the total cost of flat per month. If the Allottee fails to take over the possession within 30 days (after the expiry of 2 months) then the said allotment shall be treated as cancelled and no other claim, except to refund the amount without any interest after

deducting the Earnest money & other charges, as per terms and conditions of this Agreement for Sale, shall be entitled and entertained.

4. POSSESSION:

a. That the Allottee agrees and undertakes to take block wise possession of the said Apartment within the time stipulated by the Company in the notice by executing necessary indemnities & other documents required by the company, as and when offered. Since it is a large project having number of buildings/towers/blocks, the Construction will be completed, block wise. Also, some of the major common facilities will be completed only after completion of construction of all the blocks. As such, the Allottee must take the possession of apartment as soon as it is made available for possession without any hitch & hesitation or raising any objection, as mentioned above.

b. That the possession period agreed upon is only indicative and the company may offer possession before that date also. The Allottee(s) has to take possession of the apartment within 2 months from the written Offer of possession from the company as per real estate(Regulation & Development) Act 2016 failing which the Apartment shall lay at the risk and cost of the allottee(s). Further, the allottee shall be liable to pay watch and ward charges @ 0.1% of the total cost of flat per month. If the Allottee fails to take over the possession within next 30 days (after the expiry of 2 months) then, said allotment shall be treated as cancelled and no other claim, except to refund the amount without any interest and after deducting the earnest money, administrative charges & other charges as per terms and conditions of this Agreement for Sale, shall be entertained.

c. That the allottee agrees that the Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended automatically. If in the opinion of the Company Force Majeure continues for a considerable time, then the Company may, at its sole discretion put the construction of the project in abeyance and terminate/alter/vary the terms and conditions of this Application/Agreement and in case of termination, the allottee shall be entitled to refund of the amounts deposited by the Allottee, without any interest or compensation whatsoever, provided the Allottee is not in breach of any of the terms of this Application/Agreement.

d. That, as per terms and conditions of the Agreement for Sale subject to timely payment of the total Price and other amounts, charges and dues, as mentioned in the Agreement for Sale, the Company shall endeavor to complete the construction of the Said apartment, attributable to the inability of the company in handing over the apartment beyond Dec 2020. However, if the Company fails to handover, the possession even by Dec 2020 and 6 months grace period to be of possession time then the Company would pay to the Allottee a sum of amount equivalent to 10.25% p.a. of the deposited amount on pro rata basis excluding the taxes and other charges, for the delay which both parties agree as a just and equitable estimate of the damages that the Allottee may suffer and the Allottee agrees that it shall have no other rights/claims whatsoever, provided the Allottee is not in breach of any of the terms of this Allotment and Payment Plan, specifically. If Allottee makes delay in any payment, then he/she shall not be entitled to get any such damage for delay from the Company. The adjustment of such compensation shall be done at the time of execution of conveyance deed.

e. That if the construction of the premises is delayed due to force majeure circumstances including non-availability of building material, slow down strike, dispute with construction agency, delay in certain clearance/completion certificate from statutory bodies or if non delivery thereof is as a result of any notice, order, rules or notification of the government and/or any other public or competent authority or for any other reason beyond the control of the company and in any of the aforesaid events, the company shall be entitled to a reasonable corresponding extension of the time for delivery of the unit. In such an eventuality, the company reserves the right to suspend the scheme for such period, as it may consider essential and in that event the Allottee(s) shall not be entitled to claim compensation of any nature, whatsoever, for the period of delay/suspension of the scheme. In consequence of the company abandoning the scheme, the company's liability shall be limited to the refund of the amount paid by the Allottee(s) without any interest after deducting the due administrative charges etc.

f. That the possession of the unit shall be handed over on receipt of all the dues, documentation and on fulfilment of conditions, as stipulated in the Agreement for Sale, and after transfer of title, as permissible in law.

g. That the Allottee(s) agrees, and undertakes that he/she shall, after taking possession or receiving deemed possession of the said apartment, as the case may be, or at any time thereafter, have no objection to the Company constructing or continuing with the construction of the other building(s) adjoining the apartment sold to the Allottee.

h. That Allottee(s) agrees that in case during the course of construction and/or after the completion of the building, further construction on any portion of the plot or building or on the terrace becomes possible, the company shall have the exclusive right to take up or complete such further construction as belonging to the company, notwithstanding the designation and allotment of any common areas as limited common areas or otherwise. It is agreed that in such a situation there shall be no change in the proportionate share of the Allottee(s), in the common areas and facilities and limited common areas and facilities, as originally worked out.

i. That if the construction gets completed prior to the date given in the Agreement for Sale because the date given in the Agreement for Sale is an assessment only and construction may be completed earlier, in that case the Allottee shall not refuse for taking the possession on any ground, whatsoever, and the Allottee shall be bound to make the payment as full and final, prior to taking the possession of the Apartment/Unit.

j. That a written intimation for completion of project will be sent to the Allottee and a "Fit-out-Period" of 90 days will commence from the date of Offer for Possession. The said "Fit-out-Period" is in order to facilitate the Allottee to communicate exact date by which he/she will be taking physical possession of Apartment after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company, registration of Conveyance 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 subject to fulfilling the conditions, as above.

k. That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the company. The date of applying the

completion certificate shall be presumed as the date of completion, the company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined up to the date of applying for the completion certificate only.

l. That it is acknowledged and understood by the Allottee that possession of the Apartment shall be handed over on execution of the Conveyance/Sale-Deed, after the receipt of all the dues and demands, documentation and on fulfilment of conditions, as stipulated in this Agreement for Sale and after transfer of title, as permissible in law.

m. That after taking possession of Apartment, the Allottee shall have no claim against the company as regards to quality of work, material, pending installation, area of Apartment or any other ground, whatsoever, in any manner or in any way.

n. That all taxes such as House Tax, Water Tax, Sewerage Tax, electricity Charges or any other taxes or charges shall be payable by the Allottee from the date of possession or deemed date of possession declared by the company, whichever is earlier.

o. That, after possession, the Allottee shall comply with all the mandatory requirements and compliances of the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/Water Commission/any other rules and regulations by State of U.P. or any other competent authority. That the Allottee shall abide by all laws, rules and regulations of the GDA/Local Authority/State Government/Government of India and of the Association of Apartment owner (as and when the A.A.O formed and till then as prescribed by the Company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye-laws or rules and regulations after handing over the possession of the Apartment. The Apartment shall be used for residential purpose only.

p. That the Company shall neither pay any interest for the delay in handing over of possession for the aforesaid reason(s), as stated hereinabove nor will the Applicant be entitled to claim any compensation for the delay.

5. EXECUTION OF AGREEMENT/DEED:

a. That the physical possession of the unit will be given only after execution of the registered Conveyance Deed/Transfer Deed/Sale-Deed, as permissible in law. Registered Conveyance Deed/Transfer Deed/Sale-Deed of the Apartment shall be executed in favour of the Allottee by the Company after receiving the entire sale consideration amount and all other dues in respect of the allotted Apartment. The registration charges including all cost of stamp papers, documentation fees, official fees and other informal charges shall be borne by the Allottee. The Allottee will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act, if any stamp duty and deficiency of stamp thereon, if imposed by the Government/Competent Authority over the Agreement for Sale, allotment of parking, parking space and agreement for maintenance, electricity and power backup etc. The company shall not be responsible in any manner of/ for any liabilities.

b. That the Allottee agrees that until a Conveyance Deed is executed and registered, the company shall continue to be the owner of the Apartment and also the construction thereon and this allotment shall not give to the Allottee any right or title or interest therein, even

though all the payments have been received by the Company. It is, further, clarified that the Company is not constructing any Apartment as a contractor of the Allottee but on the other hand, the Company is constructing the complex as its own and the sale shall be deemed to have taken place only, after the actual completion of construction/finishing/handing over of the Apartment and the execution of the Conveyance Deed. The Company shall have the first lien and charge on the Apartment for all its dues that may/become due and payable by the Allottee to the Company.

c. That, it is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the Apartment(s) of the said complex. However, the Conveyance Deed in respect of the said Apartment in favour of Allottee will be executed and registered free from all encumbrances at the time of registration of the same.

d. That, the Allottee agrees that in the event of his failure to pay such dues, as aforesaid, the Company will be entitled to enforce the charge by selling the said Apartment to recover and receive the outstanding dues out of the sale proceeds thereof.

e. That, if the Allottee fails to execute the Registered Conveyance Deed/ Transfer Deed. within 60 days from the date of dispatch of Offer of Possession for execution of Registration, the Company shall have discretion to treat this application as cancelled and on such cancellation, the earnest money (hereinafter defined) along with other charges, which is paid by the Allottee shall stand forfeited. The Allottee understands, If for any reasons, the company is not in a position to finally allot the said apartment by the date of completion, the company shall refund such amounts within 30 (thirty) days of receipt of such demand notice from the Allottee. The Allottee understands that the company has no other liability of any kind except to refund this amount without any interest & other charges. The allotment of the unit is entirely at the discretion of the Company.

f. That the Apartment/Unit shall be sold as an independent Apartment/Unit. with 'undivided interest in the common areas and facilities of the project subject to the description mentioned as per the provisions of Uttar Pradesh Apartment Act, 2010. As there are many Units in the said project and services & facilities are common in the project, therefore, various other agreements like maintenance agreement, parking allocation, agreement for supply of electrical energy, agreement for power backup etc. have to be executed with execution of allotment.

g. That, In case reissuance of Agreement for Sale, Tripartite Agreement, Permission to mortgage or any other document is required and requested by the Allottee(s) or Bank/Financial Institution, the Company has sole right to reissue or reject the reissuance. The reissuance, at every time, shall attract a fee of Rs. 5,000/-, as Administrative charge plus Tax as applicable, and shall be payable by the Allottee(s).

6. TRANSFER CHARGES / CHANGE IN ADDRESS / SWAPPING:

a. That the Allottee and Co-Allottee (if any) will have equal share in the Apartment and in case of death of any one of them, the booking will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank, if availed a loan. Similarly, in a divorce case or where a dispute arises between the Allottee and the Co-Allottee, the booking will continue only after providing consent in writing by both of them and No Objection Certificate from the concerned Bank.

b. That, the interest over the delayed payment shall be charged; the dispute, whatsoever, stated above shall not give any effect to that. In all the above said circumstances, there will be a time limit, as mentioned by the Company in its Demand Letter. Thereafter, the company can cancel the said booking/allotment and the Applicant/Allottee shall have no claim or right, whatsoever, except to claim for the refunds of amount deposited without any interest or charges, and in such cancellation there will be a deduction of Earnest Money of the Apartment. For the refund in an above said case, as stated above, consent of both the Allottee and Co-Allottee shall be necessary, otherwise the amount shall be refunded in equal share between the Allottee/s.

c. That the Allottee shall get his complete address registered with the Company at the time of booking. The Allottee agrees to inform the Company in writing, by registered post only, any change in the mailing address mentioned in this Allotment, failing which all letters by the Company shall be mailed to the address given in this Agreement for Sale and deemed to have been received by the Allottee. In case of joint Allottee(s), communication sent to Allottee whose name appears first in this Allotment shall be deemed to have been sent to all Allottee(s). Any such request for change in address, by way of any other modes, including e-mails, fax etc. shall not be entertained and shall not be legally binding and the company shall not be responsible for any default.

d. That subject to above, in case of transfer/endorsement/assignment/change in name of Allotment of Apartment, a processing fee, as prevailing at the time of desired transfer, shall be payable by the Allottee to the Company at the time of submitting application for such transfer/endorsement/assignment/change in name etc. However, first transfer request will be entertained only after receipt of **50%** of the basic sale price. Inclusion of name of spouse as co-applicant shall be free of any charges.

e. That, in case the Applicant desires transfer of the allotment/ownership of the unit, before registration/possession, an administration charge of Rs. 51,000/- (Rs Fifty One Thousand Only) at the time of desired transfer shall be payable by the Applicant(s) in case of transfer within blood relations. In other cases, a Transfer Fee of 5% of Flat cost will be applicable. Transfer of Allotment/Ownership shall be on the sole discretion of the Company, however, the same may be permitted only after receipt of **50%** of the total cost of the flat. All terms & conditions relating to transfer will be guided by the formal transfer policy of the company. All charges are exclusive of taxes. Taxes shall be payable by the Allottee in addition to the above charges.

f. That, the Allottee(s) can change its allotted Apartment to another Apartment of his choice, subject to availability. For such Changes/Swapping, Administrative charges shall be applicable at the rate of Rs. 25,000/- (in case where Allotment is not issued) and Rs. 51,000/- (in case where Allotment is issued). The new Allotment shall be made on the current prevailing market price of the company.

7. MAINTENANCE:

a. That the Allottee agrees and understands that in order to provide necessary maintenance services, the maintenance of the Project/ said Building may be handed over to the Maintenance Agency. The Allottee agrees to enter into a maintenance agreement with the Company or the Maintenance Agency appointed by the Company for maintenance and upkeep of the Said Project (including common areas; facilities and limited areas) and undertakes to pay the maintenance bills/charges thereof. The company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The maintenance charges shall become applicable/payable after 30 (thirty) days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not. The Allottee shall pay and clear all dues at the time of possession. Further, the general monthly maintenance charges @ 25/- per sq.mtr. of the Carpet Area shall be payable by the Allottee to the Company/ Maintenance Agency every month.

b. That all common electricity, water charges and power backup charges for running all the common services shall be paid by Allottee(s), on pro rata basis of the super area, in addition to the charges mentioned above.

c. That the total running and maintenance costs of all other power back up systems shall be borne by the Allottee(s) as per their usage over and above the general maintenance charges.

d. That, moreover, the Company /maintenance Agency of the company will be entitled to effect disconnection of services to defaulting Allottee(s), that may include disconnection of water, sewer and power backup connections, parking's facilities and debarment from usage of any or all common facilities, within the Project.

e. That the Company/maintenance agency may maintain the Project, subject to payment of maintenance charges, for a maximum period of 12 months from the date of completion of the whole Project or till the occupancy of 1/3rd allottee of total units, whichever occurs earlier.

f. That if before the expiry period of 12 months or till the occupancy of 1/3rd allottee of total units as mentioned above, it is observed by the company that the Allottee(s) are not in a position or interested in taking over the maintenance of the common services during the period, as stipulated, in that case company may at its sole discretion continue with the maintenance and the company reserves the right to revise the terms of the maintenance agreement. The decision of the company in this respect shall be final and binding on the Allottee.

It is, however, admitted, acknowledged and so recorded by and between the parties that the terms of maintenance of common services shall in no way be binding on the company beyond said period, except as stated above. However, the company, if it so desires, may discontinue the maintenance

services even before the expiry of the said period. In such an event one month prior notice shall be served on the Allottee(s).

g. That the Allottee(s) specifically consents to sign the "Maintenance Agreement with the company or with the agency undertaking the maintenance activity before taking over of possession, for facilitating the running of required infrastructure facilities.

h. Further, the maintenance Agreement, inter alia, shall broadly contain the following: The scope of maintenance-

(i) Maintenance Agency shall maintain the common services and facilities.

(ii) Maintenance of lifts.

(iii) Maintenance of centralized security of the Project providing conservancy facilities.

(iv) AMC of fire fighting equipments, lifts, water softening plant, pumps and motors., power back up system, transformer and electricity distribution systems, CCTVs, intercom and any other common facility etc (to be shared on pro rata basis).

(v) Running charges for power backup (to be paid separately).

(vi) Other services originally provided in the Project.

j. That the maintenance of the residential unit including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the Allottee(s) from the date of the possession. Further, the Allottee(s) will neither himself do nor permit anybody do anything which damages any part of the building, the staircases, shafts, common passages, adjacent unit/s, etc, or violates the rules or bye laws of the Local Authorities.

k. That only common service shall be transferred to the Allottee(s). The Facilities like open/covered parkings, basements, stilts, shopping areas with its approaches, recreational facilities, storage spaces, parks etc. shall not be handed over to the Allottee(s) and will be owned by the Company. The company reserves the rights to allot membership for usage of recreational facilities to persons, other than the Allottee(s) of the premises, as may be deemed fit by the company.

l. That the central green lawns and other common area shall not be used for conducting personal functions such as marriages, birthday parties etc. if any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment of necessary charges with prior permission in writing.

m. That the Allottee(s) will allow the Project maintenance teams to have full access to and through his unit and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.

n. That the Community Hall are proposed to be provided in the Project, Consequently, it is essential that each Allottee(s) becomes a member for the usage of above facilities. The Allottee(s) agrees to the same and shall pay membership fees according to the payment plan, as already mentioned.

o. That so long as the maintenance and replacement charges are paid regularly, as provided in these presents, the Allottee(s) or anyone else lawfully claiming under him/her, shall be entitled to the usage of common facilities. In default of such payments, irrespective of the fact that the Allottee(s) has paid, securities, it shall not be open to the Allottee to claim usage of any rights of the common facilities and that the company, in its sole discretion, shall be entitled to stop/deny the usage of such common facilities to the Allottee(s). The usage of such common facilities shall be restored as soon as the breach is rectified by the Allottee(s),

p. That security arrangement is proposed to be provided in the Project. Accordingly, the company/maintenance agency shall have a free hand to restrict the entry of outside persons into the Project. The provision of such security would not create any liability of any kind on the Company/maintenance agency for any mishap resulting at the hands of any miscreants. The Allottee(s) indemnifies the Company/ maintenance agency against any losses or damages of all kinds that may be caused due to any manual/ mechanical failure of any kind after the possession of the allotted unit.

q. That the Allottee agrees that the company may obtain single point electric connection for the whole Project from state authorities and shall enter into an arrangement of supplying power to the said Project in which the said apartment is located which shall be provided with a prepaid electric meter. The Allottee, further, agrees that this arrangement of being supplied the power to individual Allottee shall be provided by the company or its agent only through a Power & Maintenance Agreement, directly or through the company's agent. It is further agreed by the Allottee that the company shall have sole right to select the site, capacity and type of power generating and supply equipment as may be considered necessary by the company. It is also understood that the said equipment may be located anywhere in the Project. Till such time the necessary power connection is transferred to the respective society/ association of apartment owners, the distribution of power/power back up/ energy system shall continue to vest with the company. For any reason, whatsoever, if any malfunctioning in these installations is observed, the Company shall be responsible to get the same set right within a reasonable time, but shall not under any circumstances or in any manner be responsible for it, nor shall be liable for any civil or criminal liability in this regard.

r. That it is, further, agreed and confirmed by the Allottee that the company shall have the right to charge tariff for providing/supplying the power at the rate as may be fixed from time to time which may or may not be limited to the rate charged by state electricity boards. The Allottee agrees and confirms that he/she pays the amount based on the tariff to the company or its subsidiaries/affiliates directly or through the society/association of owners respectively for consuming the power, so supplied but shall have no ownership right, title or interest in the equipment, so installed by the company or its subsidiaries/affiliates. The Allottee confirms and understands that such power generating or supplying equipment may during its operation cause inconvenience to the Allottee and the Allottee shall have no objection to the same. The Allottee shall be liable to pay the consumption charges through a prepaid electric meter, which shall always remain under the control of the Company or its agency. The Allottee shall not have the right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever during the period Allottee continues to be the owner of the

said apartment. The clause shall survive the conveyance of the apartment or any subsequent sale/re sale or Conveyance thereof.

s. That the transformer, DG Sets, electrical panels and any other installations and recreational facilities shall be located within the Project. It shall be the endeavor of the Company that they are located in the best interests of the Allottee(s) and as such the location of the same shall be final and binding.

t. That the Allottee(s) agrees that all occupants of the Project including the commercial areas or any areas other than residential shall be entitled to the usage and maintenance of all common infrastructures facilities such as water supply, electric supply, power backup, sewerage, securities and housekeeping services, right of ingress and egress, usage of parking facilities, usage of allotted limited- areas etc. on payment of pro rata maintenance charges. The residents shall not interfere in their usage so long as they are paying necessary maintenance/energy usage charges. In addition for Common electricity & Water charges shall be paid by them on pro rata basis, as in the case of residential Allottee(s). All terms of the maintenance agreement shall apply to all concerned mutants mutandis.

u. That if Allottee requires more than 1KVA(for 1BHK) 2KVA(for 2BHK) and 3KVA(for 3BHK) Power back up facility, then the Allottee has to give his consent in writing at the time of signing of the agreement and no request for power back-up facility shall be entertained later on. Per unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession. That the rate for Electricity and Power back-up consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the Allottee will be decided by the company.

Note:- Any request for reducing power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) will be considered final as once opted, in any manner or whatsoever any reason.

v. That the Allottee hereby agrees and undertakes that prior to taking possession, of the said Apartment, he/she shall enter into a Power & Maintenance Agreement with the .Company or maintenance agency appointed or nominated by the Company for the maintenance of the common areas of the complex. The Allottee undertakes to become a member of the "A.A.O." and shall continue to pay the maintenance charges as determined by the said Association or Maintenance Agency.

w. That the Allottee doth hereby agree and confirms that the company shall not be held responsible for any act of omission or commission or deficiency in services of any nature, whatsoever, on the part of Maintenance Agency by the Allottee. 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. The Allottee hereby expressly discharges the Company from the effects of any act, omission, negligence or deficiency in services on part of the Maintenance Agency. It is also understood by the Allottee that the internal maintenance of the Apartment and also its insurance shall always remain the responsibility of the Allottee.

8. JURISDICTION AND ARBITRATION :

a. That the Applicant agrees that, any and all disputes arising out of or in relation hereto shall so far as possible, in the first instance, be amicably settled between the Company and the Allottee(s). In the event of disputes, claim and/ or the differences not being amicably resolved, such disputes shall be referred to the sole arbitration of a person nominated for the purpose, by Managing Director of the Company. The proceedings of the arbitration shall be conducted in accordance with the provisions of Arbitration & Conciliation Act 1996, as amended from time to time, or any rules made there under. The Allottee(s) hereby gives his consent to the appointment of the sole arbitrator as specified herein above and Allottee shall abide to the award that may be given by the Arbitrator. The venue of the arbitration shall be "Delhi".

b. That the Courts at Delhi shall have jurisdiction in all matters arising out of this transaction and/or concerning this agreement.

c. That the work of construction and completion of the building or any other matter incidental to this Allotment shall not be stopped at any time during or after the Arbitration proceedings nor shall any party prevent, obstruct or delay the execution and completion of the building project for any reason whatsoever.

9. ALTERATIONS:

a. That the Allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agree to that the Company may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Company in accordance with the Government/Development Authority or any other local authority or body having jurisdictions.

The permissible FAR shall be as per the prevailing Building Byelaws of the Development Authority which comprises of limited nos. of the apartments/units in proportionate to the population density. Thereafter additional purchasable FAR, compoundable FAR and green Building FAR etc. will be permissible time to time as per the Authority's regulations. The company can make any type of change in layout/elevation/design/alteration in open area or parking space allocation etc. as and when required and deemed fit by the Company and by signing this Allotment and terms & conditions, all time consent of the Allottee(s) shall be presumed for all has been stated herein, no question shall be entertainable& answerable to the company.

b. That it is admitted acknowledged and so recorded by and between the parties that the Allottees shall under no circumstances will be allowed to carry out any change whatsoever in the elevations and/or outer colour scheme. This provision shall be applicable even after handing over, of the physical possession and execution of Title Deed/Conveyance Deed. In case of non-compliance of this provision by the Allottee the Company without any formal notice shall be at liberty to restore the original elevations and/or outer colour scheme. This shall get to be done at the cost and risk of the Allottee.

c. That the Allottee agrees that he/she shall not fix/install the Air Conditioners/Air Coolers or equipments of like nature at any place other than the spaces marked/provided for the said Apartment and shall not design or install or open them in the inside passages, common areas or in the staircases. The Allottee further ensures that no water shall drip from the said Air Conditioners/Air Cooler's or the like equipments in a way which may cause inconvenience to other Allottee/Occupants in the said Complex.

d. That the Allottee further agrees undertakes and guarantees that he/she will not display any signboard/nameplate/neon lights signs, hanging clothes and flower pots on the external facade of the building/Tower/Complex or anywhere on the exterior of the building or the common areas.

e. That any alteration / modification as the Company may deem fit or as directed by any competent Authority(ies) resulting in $\pm 3\%$ change in the area of the apartment/unit including terrace/balconies, there will be no extra charge/ claim by the Company also the Allottee(s) shall not be entitled for any refund. But if the variation is more than $\pm 3\%$ in the area of the Apartment/Unit including Terrace/ Balconies. Then, in case of increased area, the Company shall charge/claim extra up to 10% of the value of the increased area and in case of decreased area, Allottee(s) shall be entitled to claim refund up to only 10% of the value of the decreased area. The value of the area shall be assessed on the rate prevailing at the time of booking of the said Apartment/Unit. It shall always be clear that any alteration/modification resulting in more than $\pm 3\%$ change in the area of the Apartment then the demand or refund shall be applicable for the entire altered area.

10. GENERAL TERMS AND CONDITIONS:

a. That the Allottee(s) has applied for Allotment of a Residential Unit with full knowledge and subject to all the laws/notification(s) and rules applicable to this area in general, which have been explained by the Company and understood by the Allottee(s) in his vernacular language.

b. That the Allottee agrees and understands that the company is not giving any warranty or guarantee with regard to the equipments/appliances to be installed in the said apartment. The guarantee and warrantee is of the manufacturer/supplier as per the terms and conditions mentioned in the warranty/guaranty issued by the manufacturer and supplier with regard to equipments/appliances. Thereafter, the company/nominated agency shall be absolved of all its responsibilities and liabilities with regard to the functioning, manufacturing, operation of the equipments/appliances installed in the said apartment. The company shall not be responsible or liable for any defect, mishap, accident which may occur due to any manufacturing.

c. That the Allottee(s) hereby undertakes to abide to all laws, rules and regulations of GDA/any other designated authority or any other laws as are applicable to the said apartment from time to time.

d. That the saving and expecting the particular Apartment allotted, the intending Allottee shall have no claim or right of any nature or kind whatsoever in respect of unsold Apartments, open spaces, lobbies, stair cases, lifts, terraces, roofs, Community Centre (excepting what has been allotted by an Allotment) to intending Allottee or tot-lots, space

for public amenities, shopping centres or any other space not allotted to him, which shall all remain the property of the Company for all times unless the company decides to dispose them off subject to right of the intending Allottee, as mentioned hereinafter and the Company can transfer the vacant Apartment or the complete block of the Apartment as a whole or in part to one or more person(s)/ company(s)/ institution(s) whatsoever for short term or long term.

e. That the Company shall not pay any damages/compensation to the Allottee in case of the failure of the services which are technical in nature.

f. That subject to his right as mentioned above, the Allottee hereby covenants with the Company that from the date of the receipt of the offer of possession/possession notice of the Apartment or the date of receiving deemed possession, as provided herein before, he/she shall, at his own cost, keep the said Apartment, its wall and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the structure/safety of the premises is in no way damaged or jeopardized. He/she shall neither himself do not permit or suffer anything to be done in any manner to any part of the building, the staircases, shafts and common passages, compound or anything connected with or pertaining to the building which would violate any rule or, bye-laws for the time being in force or any rule or notification issued by the local or other authority.

g. That the Allottee agrees not to use the said Apartment or permit the same to be used for purpose other than for residential purpose or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other Apartment in the building or for any illegal or immoral purpose Or to do or suffer anything to be done in or about the Apartment which tend to cause damage to any flooring or ceiling of any Apartment over or below or adjacent to his Apartment or in any manner interfere With the use thereof or of space, passages or amenities available for common purpose.

h. That the Allottee further undertake as follows:

(i) That he/she will not remove any load bearing wall of the said Apartment.

(ii) That he/she shall not distribute the electrical load in the said Apartment in compliance with the electrical system installed by the Company or its Maintenance Agency.

(iii) The Allottee agrees and acknowledges that he/she shall be solely/jointly and severally responsible for any loss or damage caused on account of the breach of the aforementioned conditions.

i. That in case of NRI Allottee the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the Allottee.

j. That this Agreement for Sale or any interest of Allottee in this Agreement for Sale shall not be assigned by the Allottee without prior written consent of the Company, which consent may be given or denied by the Company at its sole discretion and shall be subject to applicable laws and notifications or any policy of Authority or any other Government

directions as may be in force and further shall be subject to this Agreement for Sale and the terms, conditions and charges as the Company may impose.

k. Payment should be made in favour of **"Nilaya Infra Pvt Ltd"** if the payment received from Allottee through cheque, gets bounced due to any reason whatsoever, the Allottee will pay a cheque bounce charges of Rs. 500/- per cheque bounce. And if the cheque payment gets bounced twice, then no further cheque payment would be accepted; only payment through Demand Draft/NEFT/RTGS transfer would be entertained in future.

l. That if for any reason, whether within or outside the control of the Company, whole or part of scheme is abandoned, no claim will be preferred except that the entire received money without interest will be refunded to the Allottee within six months from the date of demand.

m. That the Allottee(s) has fully satisfied himself about the interest and the title of the Company in the said land on which the unit will be constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the Applicant(s) in this respect required or raised by the Allottee.

The Applicant(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable on the said property.

n. That the Company may, at its sole discretion and subject to applicable laws, NOC's from financial institutions, if any, and notifications or any Government directions as may be in force, 'permit the Allottee to get the name of his nominee substituted in his place subject to such terms and conditions and charges as the Company may impose. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. It is specifically made clear to the Allottee that as understood by the Company at present there are no executive instructions of the competent authority to restrict any nomination/transfer/ assignment of apartment. However, in the event of any imposition of such executive instructions at any time after the date of this Application to restrict nomination/transfer/ assignment of the apartment by any authority, the Company will have to comply with the same and the Allottee has specifically noted the same.

o. That the Allottee hereby undertakes to abide by all laws, rules and regulations of Government, Authority and/or any local authority from time to time or any other laws as are applicable to the said Apartment from time to time. That the Allottee hereby agrees that he/she shall comply with and carry out from time to time after he/she has been put in possession or deemed possession of the Apartment, all the requirements, requisition, usages, demands and repairs as may be and as are required to be complied with by the Authority, Municipal Authority, Government or any other competent authority(s) in respect of the said Apartment and the land on which the said building is situated at his own cost and keep the Company indemnified, secured and harmless against all costs, requisitions, demands and repairs from the date of notice and in case of a consolidated demand, it is to be paid by all the Allottee in proportion to the super area of their respective Apartment. Any taxes, levies or charges coming into force or imposed thereafter on the Company as a result of any legal claim, rule or notification shall also be reimbursed/payable by the Allottee to the Company and the same shall be payable on demand within 30days.

p. That the "Super Area", which comprises the covered areas, areas under walls, full areas of balconies, cupboards, full area of attached terrace which is covered by projection and other projections whatsoever, together with proportionate share in the common facilities such as area . under staircases, lifts, lobbies, entrance and exits of the building, water supply arrangements, storage tanks and installations such as power, light, sewerage, the passages, stairs and corridors, Overhead and underground water tanks, electrical sub-station, fire shafts, lift well, minty and machinery 'rooms, guard rooms and: other common facilities etc. and including all easement rights attached to the said Apartment.. However, it is agreed, admitted, acknowledged and so recorded by and between the parties. that all other rights, excepting what have been mentioned above, including terraces/basements/stilts etc, rights and to carry out further constructions in case of any change in the FAR, Community Centre (excepting what has been allotted by this Allotment) or tot-lots, public amenities and other facilities and amenities will be solely owned by the Company who will have the authority to charge memberships for such facilities or/and dispose off these assets as stated above in the manner deemed fit by the Company.

q. That the consideration is for the total area of the said apartment/unit which will be Sold/Transferred. That all other rights excepting what have been mentioned including easement rights, unsold apartments/units, Community Centre etc. or any other spaces, which does not fall under the definition of common areas will be the sole ownership of the company, who will have authority to charge membership for such facilities and dispose of the assets whatever states above. The company can transfer the vacant Apartment(s)/Units of the complete block of the Apartment(s)/Unit(s) as a whole or in part to one or more person(s)/(company(ies)/institutions) whosoever.

r. That there will be defect liability period of 5 years from the date of offer for possession, as per Real Estate(Regulation & Development) Act 2016. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrap page in doors and windows shall not be considered as defect. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall co-operate with the Allottee in sorting out the issue. In case the flat owner has made internal changes for the interior of the apartment/unit and the layout of the apartment has been changed consequently the Allottee(s) shall not be entitled for the defects liability.

s. That all natural products such as tiles, timber and paints etc. may have variations in texture, colour, behaviour and surface cracks etc.

t. That it shall be incumbent on each Allottee(s) to form and join an Association comprising of the Allottee(s) of the Project at the time of taking over of the possession.

u. That the following Annexure are annexed herewith which are also being the part of this allotment form:

Schedule A - Payment Plan
Schedule B - Floor Plan
Schedule C – Specification
Schedule D - Site Plan

For M/s Nilaya Infra Pvt Ltd

Agreed and accepted

Applicant Signature:

Co-Applicant Signature:

Witness:

1. Signature:

Name:

Address:

2. Signature:

Name:

Address: