

ALLOTMENT LETTER

This Allotment Letter/ Agreement for Sale / Lease (hereinafter referred to as the “**Agreement**”) executed on this 00-00-0000

BY AND BETWEEN

M/s POLWELL REAL ESTATES PRIVATE LIMITED (CINNo.U70109DL2020PTC361981), a company incorporated under the provision 17-02-2020 of the Companies Act, [1956 or 2013, as the case may be], having its registered office at No.-A-8B, 2nd Floor, Friends Colony, South Delhi-India-110065 and site at Park Drive, GH-14, Crossing Republik, Dasna Dehat, Tahsil Ghaziabad, Dist. Ghaziabad, U.P. (India) (PAN -AALCP0610R), represented by its authorized signatory

_____ (Aadhar no. _____) authorized *vide* board resolution dated 00stMonth0000 hereinafter referred to as the “**Developer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

Main Applicant

Co Applicants

(Here in after referred to as 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).

[OR]

*(The Developer and Allottee 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) “**Applicable Laws**” shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any Government notifications, circulars, office orders, directives, guidelines, policies, notifications etc. or any Government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter.
- c) “**Allottee**” shall mean those who have accepted and signed the present Agreement, thereafter, a particular Plot has been reserved for that particular Allottee(s) and the same has agreed to abide by all the terms and conditions till the time and indenture of conveyance/sub-lease deed to be executed. In case of more than one Allottee, the other will be considered as Co-Allottee(s) and Allottee and the Co-Allottee(s) will have an equal share in the Plot unless otherwise specifically provided.
- d) “**Authority**” shall mean the authority constituted under the Real Estate (Regulation & Development) Act, 2016 having jurisdiction over the Project.

e) **“Force Majeure”** means any event or combination of events or circumstances beyond the control of the Developer 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 Developer’s ability to perform obligations under this Agreement, which shall include but not be limited to:

- Acts of God i.e., landslide, fire drought, flood, earthquake, epidemics, natural disasters, etc.
- Explosions or accidents, air crashes, civil commotion, riot, crowd disorder, labor unrest, invasion and terrorism.
- War and hostilities of war, flood, drought, fire, cyclone, storm, earthquake or any other calamity caused by nature affecting the regular development of the Project.
- Election code of conduct.
- Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other competent authority or any Court, or Tribunal or any quasi-judicial body or authority.
- The promulgation of or amendment in any law, regulations rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Developers from complying with any or all the terms and conditions as agreed in this Agreement including issuance of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or otherwise or for any reason beyond the control of the Developers whereby the work of construction is stayed or stalled.
- Any claim, challenge or objection to the building or to the said Project or on the rights of Developers on the said Building and / or the said Project.
- Any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found beneath the Project which renders liable or endangers the health and safety of the Developer or the general public.
- Any change in applicable laws adversely affecting the development of the building / the said Property.
- Any temporary suspension of the registration of the Project under the Act till the matter is sub-judice.
- Delay in issue of the occupation certificate and/or any other certificates and/or grant of any permission, sanction, approval and/or order, as may be required in respect of the said Building, by the corporation or any other concerned authority on account of reasons not attributable to the Developers.
- Other cause beyond the reasonable control of the Developer or its agent or not directly attributable to any willful act or omission of the Developer and or any other unforeseen circumstances which may prevent, restrict, interrupt or interfere with or delay the construction of the building including the said Plot.

f) **“Government”** means the Government of State of Uttar Pradesh.

g) **“Maintenance Agency”** shall mean the Developer itself or any third party employed / hired / engaged / nominated by the Developer for the purposes of carrying out the maintenance and upkeep of the said Project and to provide maintenance services in the said Project.

h) **“Maintenance Charges”** means the charges for maintenance and upkeep of the Project and for maintaining various services like maintenance, street lighting, cleaning of the roads, parks and other facilities etc.

- i) **“Offer of Possession”**: means the notice to be given to Allottee by the Developer in terms of Clause 7.1 of this Agreement.
- j) **“Person(s)”** shall mean any natural person, individual, sole proprietorship, unincorporated association or organization, body corporate, corporation, joint venture, trust, society, limited liability partnership, partnership, Hindu Undivided Family, any Government Authority or agency or any other entity or organization that may be treated as a person under the Applicable Law.
- k) **“RERA”** shall mean Real Estate (Regulation and Development) Act, 2016 including any statutory enactments, amendments or modifications thereof and any other rules, regulations or bye-laws framed there under.
- l) **“Rules”** means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 for the State of Uttar Pradesh as amended from time to time.
- m) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development Act, 2016.
- n) **“Section”** means a section of the Act.
- o) **“Taxes”** shall mean and include all applicable taxes, cesses, levies, duties, including but not limited to Goods and Service Tax(GST), property tax, fees and other applicable taxes presently and/ or imposed by the Authorities at any time in the future (including with retrospective effect, if any) in respect of the Project/Plot/Plot/Total Price hereunder including even after the sale and handing over of possession of the Plot, which shall additionally be payable by the Allottee which are not included in the Total Price and any other charges.
- p) **“Third Party”** or **“Third Parties”** shall mean any Person other than a Party.

WHEREAS:

- A.** The Developer is the absolute and lawful lessee of land totally admeasuring 13009 square meters situated at GH-14, Crossing Republik, DasnaDehat, Tahsil Ghaziabad, Dist. Ghaziabad, U.P. (India)The Said Land is earmarked for the purpose of plotted development of a [residential/ commercial/ industrial/ IT/any other purpose] project, comprising plots, commercial and the said project shall be known as ‘Park Drive, Ghaziabad(“Project”).
- B.** The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Land on which Project is to be constructed have been completed.
- C.** The GDA Authority has granted the commencement certificate to develop the Project vide approval dated 08September 2021 bearing registration no. GDA/LD/20-21/0839.
- D.** The Developer has obtained the layout plan, sanctioned plan and specifications and all necessary approvals for the Project and also for the plot or building, as the case may be, from GDA Authority. The Developer agrees and undertakes that it shall not make any changes to

these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

- E. The Developer has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority on <Rera Regd date>under registration no.<RERA REGD. NO..
- F. The Allottee had applied for a Plot in the Project vide application/booking no. dated and has been allotted Plot no. Having area of square yards in[tower/block] no., as permissible under the applicable law and pro rata share in the common areas ("**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 "**Plot/Unit**").
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- H. The Parties hereby confirm that prior to execution hereof, the Developer has provided to the Allottee inspection of all the original title deeds and other documents relating to the Plot and plans, permissions, sanctions, approvals, etc., in respect of the said Project and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made there under. The Allottee has perused the same as well as taken independent advice and hence confirms that the Allottee(s) is/are satisfied about the entitlement, right and authority of the Developer to develop the said Project and also the right of the Developer to sell various units in the Project, to be constructed on the said Land. The Allottee has been informed and accordingly has understood from the details given as well as the layout plans, etc., that the Developer shall develop / construct the plots on the said Land as well as the nature, types and extent of the Common Areas and facilities therein. The Allottee hereby declares to have executed this Agreement with full knowledge of the rights and title of the Developer to the said Project/ Land. The Allottee has also taken physical inspection of the said Project/ Land and is satisfied with the same.
- I. The Allottee(s) has represented and warranted to the Developer that it has legal and valid power and authority to enter into and perform this Agreement and there is no legal restraint/ impediment in this regard. The Allottee hereby understands and represents that any failure by it to furnish true and correct information or transparently disclose the true and correct facts with respect to this warranty shall amount to the breach of this Agreement and the Allottee shall be liable to all the consequential action there under.
- J. The Allottee(s) has, without any promise or assurance otherwise than as expressly contained in this Agreement, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to enter into this Agreement for the purchase of the Plot. The Allottee further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of the said Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Plot and garage/covered parking (if applicable) as specified in Para F

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

1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Plot as specified in Para F.
- 1.2. Both the parties confirm that they have read & understood the provisions of Section 14 of the Act.
- 1.3. The Total Price for Plot is Rs.<Amount> **(Amount in Word Only)** detailed hereunder:

UNIT DETAILS:

Booking Date	00-00-0000
Block	PARK DRIVE
Plot No	
Type	Plot
Plot Area	00.00 Sq. Yard

Measurement Scale: 1 square meter = 10.7639 square feet, 1 square meter = 1.19599 square yard, 1 meter = 1.09361 yard, 1 meter = 3.28084 feet

COST OF UNIT

Particular	Amount*
Unit Cost	000.00

Rupees in words: Only

*** TAXES & LEVIES EXTRA AS APPLICABLE**

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Developer towards the Plot.
- (ii) The Total Price above excludes 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 up to the date of handing over the possession of the Plot to the Allottee and the Project to the association of Allottees or the competent authority, as the case may be, after obtaining 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 based on such change / modification:

- (iii) The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective.
 - (iv) The Total Price of Plot includes recovery of price of land, construction of [not only the Plot but also the Common Areas, internal development charges, external development, cost of providing electric wiring, electrical connectivity to the Plot, water line and plumbing, 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 Plot and the Project.
 - (v) All administrative charges, legal expenses, incidental expenses including the Registration and Stamp duty charges for the execution and registration of this agreement for Sale and /or Conveyance Deed/sub lease deed/sale deed, is over and above the Total Price, shall be borne and paid by the Allottee(s).
- 1.4. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/fees/levies etc. imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 1.5. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule A ("Payment Plan")**.
- 1.6. That in case Allottee wants to avail a loan facility from any Bank/Financial Institution/Agency to facilitate the purchase of the said booked Plot then the following conditions shall apply in this case:
- (i) The Allottee shall arrange/avail the loan facility from Bank/Financial Institution/Agency on its own and the Developer shall not be responsible or liable for the sanctioning and /or non-sanctioning of the same in any manner whatsoever.
 - (ii) In such case the Allottee shall ensure that the installment as stipulated in payment plans are paid on due dates as per the payment schedule notwithstanding any delay in reimbursement of loan or non-sanction of the loan by the Bank/Financial Institution/Agency.
 - (iii) If in such case the Installment are not paid on due dates as stipulated in Payment Plan above, the Developer shall act per Para 9.3, notwithstanding anything contrary to this contained in any other agreement executed among the Developer, the Allottee and the Bank/Financial Institution/Agency.

(iv) In case of non-sanctioning of loan, the Allottee shall ensure to pay the installments as per the Payment Plan from its own sources, failing which the Allottee shall be governed by the provisions of Para9.3 below.

1.7. The Parties agree and confirm that it shall be the sole discretion/ right/ decision of the Developer to accept/ deny any early payments towards the Total Price or to grant any rebate in case of early payments.

1.8. It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans described herein at **Schedule 'A'**(which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Plot 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 may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.9. Subject to Para 10 the Developer agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:

(i) The Allottee shall have exclusive ownership of the Plot.

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the Common Areas to the association of Allottees after duly obtaining the completion certificate from the competent authority, as provided in the Act.

(iii)The Allottee has the right to visit the Project site to assess the extent of development of the Project and the Plot.

1.10. The Developer agrees to pay all outgoings before transferring the physical possession of the Plot 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, 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 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 Plot to the Allottees, the 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 thereof or by such authority or person.

1.11. The Allottee has paid a sum of **000.00(Only)**against booking amount **00.00 (Only)** being part payment towards the Total Price of the Plot 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 Plot as prescribed in the Payment Plan **[Schedule A]** 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 prescribed in the Rules.

- 1.12. That the said Project shall always be known as "Prak Drive" or such other name as may be decided by the Developer and the name of the Project shall be never be changed by the Allottee/association of Allottees or anybody else.
- 1.13. That the Allottee shall not use or allow being used the Plot/Unit/Plot for any activity that may cause nuisance to other Allottee in the Project/building or which is in violation of rules/regulation/bye-laws of the maintenance agency and /or concerned local authorities.
- 1.14. That in case of joint allotment, the Developer shall correspond or prefer claims with Main Allottee and such correspondence with the Main Allottee shall be deemed sufficient for its record and purpose. The Allottee declares and affirms that in cases of joint allotment, failure to pay by anyone shall be treated as failure to pay by all and the joint Allottee shall be treated as one single person for this purpose and all shall be liable for the consequences jointly as well as severally.

2. MODE OF PAYMENT:

- 2.1. 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 [**Schedule A**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '**M/s. Polwell Real Estates Private Limited.**' payable at ICICI Bank Ltd. New Delhi.
- 2.2. All payments in respect of the booking amount, Installments and/or any other charges shall be made by the Allottee in the name of the Developer as mentioned above, unless otherwise specifically informed by the Developer to the Allottee. Developer shall not be responsible/accountable for any payment made in cash or through cheque to agent/broker/channel partner/any third person. The Developer shall also not be responsible /liable for any assurances, promises etc. given by agent/ broker/ channel partner/ any third person regarding allotted Plot of the Project, payment plan, cost of the unit, facilities in the unit etc. Which is not authorized by the Developer and/or is not given in the Sale Brochure, Booking Form and Agreement for Sale regarding the allotted Plot?
- 2.3. That if the Allottee makes payment through cheque, and cheque is dishonored due to any reason whatsoever, the Developer shall be entitled to charge Rs.1000/- (Rs. One Thousand Only) per instance from the Allottee.
- 2.4. In case of any financing arrangement entered by the Allottee(s) with any financial institution with respect to the purchase of the said Plot, the Allottee(s) undertakes to direct such financial institution to pay all such amounts towards the Total Price as mentioned hereinabove and the Allottee(s) shall ensure that such financial institution shall disburse/pay all such amounts towards the Total Price due and payable to the Developer in accordance with the terms and conditions of this Agreement.
- 2.5. All payments shall be subject to realization and the date of credit into the Developer's bank account shall be deemed to be the date of payment. It shall be the obligation of the Allottee to ensure that each payment is made in such time that the amount due is credited into the said bank account on or before its due date. The Allottee also understands and agrees to be liable and responsible for all payments including any payments by any Third Party (on his behalf) made to the Developer in respect of the Plot.

- 2.6. That in case Allottee(s) wants to avail a loan facility from any bank / financial institution/ agency to facilitate the purchase of the said booked Plot, then the following conditions shall apply in this case:
- (i) The Allottee(s) shall arrange/ avail the loan facility from bank/ financial institution/agency on its own and the Developer shall not be responsible or liable for the sanctioning and /or non-sanctioning of the same in any manner whatsoever.
 - (ii) In such case the Allottee shall ensure that the installment as stipulated in Payment Plan are paid on due dates as per the payment schedule notwithstanding any delay in reimbursement of loan or non-sanction of the loan by the bank/ financial institution/agency.
 - (iii) If in such case the installment(s) are not paid on due dates as stipulated in Payment Plan above, the Developer shall act as per Clause 9.3, notwithstanding anything contrary to this contained in any other agreement executed among the Developer, the Allottee(s) and the bank/financial institution/agency.
 - (iv) In case of non-sanctioning of loan, the Allottee(s) shall ensure to pay the installments as per the Payment Plan from its own sources, failing which the Allottee shall be governed by the provisions of Schedule-A below.
- 2.7. Any payments made in favour of any other bank accounts other than mentioned in this Agreement shall not be treated as payment towards the said Plot and shall be construed as a breach on the part of the Allottee(s) of the terms and conditions of this Agreement, and the Allottee shall forthwith be required to make the necessary payment to the aforesaid accounts.
- 2.8. The Allottee shall fully reimburse the expenses that may be incurred by the Developer as a consequence of any legal proceedings that may be instituted by the concerned authorities against the Developer or vice versa on account of any liability accrued due to any default / delay/ non-compliance by the Allottee and the Allottee hereby undertakes to keep the Developer indemnified from the same.
- 2.9. The Developer shall not be responsible to the Allottee(s) or towards any Third Party that might have made payments/remittances to the Developer on behalf of the Allottee in respect of the Plot and the Allottee shall remain solely and absolutely responsible for ensuring and making all the payments due. Such Third Party shall not have any right whatsoever in the Plot even if any payment has been made by such Third Party. The Allottee shall remain solely, absolutely and directly responsible for any Third Party payment that the Developer may receive against the said Plot. The Developer is not privy to any understanding between the Allottee and the Third Party making payment on behalf of the Allottee and the Allottee shall be responsible for all compliance with Applicable Laws in this regard. Notwithstanding the source of any payment, the Developer shall issue the payment receipts only in favour of the Allottee and notwithstanding any such arrangement, under all circumstances, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due even in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing any payment for the said Plot. Any delay, shortfall in or denial of any payment to the Developer shall be to the risk and consequence of the Allottee in terms hereof. In addition, the Developer shall not be liable, responsible or accountable to any bank/financial institution for the refund of any monies advanced on behalf of the Allottee and the responsibility of the Developer under any such tripartite agreement shall, subject to performance of the terms hereof by the Allottee, be limited to facilitating the concerned bank/ financial institution/ company to take the original executed agreement. The Allottee shall be responsible and liable for making all payments to the persons from whom he has borrowed the money and shall indemnify and keep the

Developer indemnified against all claims made against the Developer or the Plot by such persons.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1. The Allottee, if residing 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 there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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.
- 3.2. The Developer accepts no responsibility in regard to matters specified in Para 3.1 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 Plot applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

- 4.1. 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 Plot, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

5. TIME IS ESSENCE:

- 5.1. 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 Plot 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 the Agreement subject to the simultaneous completion of construction by the Developer as provided in Payment Plan (Schedule A).

6. CONSTRUCTION OF THE PROJECT/ PLOT:

- 6.1. The Allottee has seen the proposed layout plan, specifications, amenities, facilities of the said Plot and accepted the floor, payment plan and the specifications, amenities, facilities, etc. [annexed along with this Agreement] which has been approved by the competent authority, as represented by the 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 Developer undertakes to strictly abide by the bye laws, FAR and density norms and provisions prescribed by the concerned authority and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.
- 6.2. It is expressly agreed that the right of the Allottee under this Agreement or otherwise shall always be restricted to the said Plot only, and such right will accrue to the Allottee only on the Allottee(s) making full payment of the Total Price and all other amounts as stated herein to the Developer strictly in accordance with this Agreement and only on the Allottee performing and complying with all the terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold Plots, parking spaces, open areas etc. shall always be the sole and absolute property of the Developer.

7. POSSESSION OF THE PLOT FOR RESIDENTIALUSAGE:

- 7.1. **Schedule for possession of the said Plot-** The Developer agrees and understands that timely delivery of possession of the Plot 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.
- 7.1.1. The Developer assures to hand over possession of the Plot along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on 30-06-2023 unless there is any Force Majeure situation. If, however, the completion of the Project is delayed due to Force Majeure conditions, then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession the Plot.

- 7.1.2. The Allottee undertakes and understands that the aforementioned possession date is subject to fulfillment of various conditions to be specified by the Developer in the 'Offer for Possession' letter to be sent by the Developer ("**Offer of Possession**"). In case the Allottee fails to fully adhere to the terms and conditions as mentioned therein, no adverse actions/claims/suits etc. shall lie against the Developer and the Allottee shall indemnify the Developer from any and all actions/suits/claims, etc. arising thereto.
- 7.1.3 The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, the Developer shall first offer an alternate plot of a similar size and nature within the Project or any other project of the Developer, subject to availability. In the event that such an alternate plot is available and the Allottee accepts such alternate plot, the applicable Total Price resulting due to such changed location / alternate plot shall be payable or refundable, as the case may be. No other claim, monetary or otherwise, shall lie against the Developer.
- 7.1.4 In the event, the Allottee does not accept such alternate plot or if there is no other plot of a similar size and nature at another location within the Project, then this allotment shall stand terminated and the Developer shall refund to the Allottee the amount received after deduction of entitled to forfeit the non-refundable Taxes and all such sums as are incurred or paid by the Developer to Real Estate Agent in respect to the allotment of the Plot to the Allottee. The Developer shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee (subject to the mentioned deductions), the Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.1.5 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 RWA once all phases are completed. The Developer shall not charge more than the normal maintenance charges from the Allottees.
- 7.2. Procedure for taking possession** - The Developer, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority and/or obtaining the essential certifications, shall offer in writing the possession of the Plot in terms of this Agreement to be taken within 2 (two) months from the date of such offer of possession.
- 7.2.1. Provided that in absence of Applicable Law, the sub lease deed/conveyance deed in favour of the Allottee shall be carried out by the Developer within 3 (three) months from the date of issuance 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, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/ association of Allottees/ competent authority, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the Project. The Developer shall handover the completion certificate/occupancy certificate (as applicable) of the Plot to the Allottee at the time of conveyance of the same.
- 7.2.2. Subject to fulfillment of the terms and conditions mentioned in the Offer of Possession and prior to handover of possession, the Allottee and the Developer agree to conduct a joint inspection of the Plot so that in the event any incomplete works, defects, poor workmanship therein, the same can be attended to by the Developer. If the Allottee ignores, neglects or

otherwise fails to do so and/or if the Allottee fails to pay all dues payable under this Agreement and/or to assume possession of the Plot within such prescribed time period, the Allottee shall not be entitled to make any such claim at any point thereafter.

- 7.2.3. The Allottee shall only be entitled to the possession of the Plot after making the complete payment of the Total Price and other charges, interest, Taxes etc. and all other sums as payable under and in terms of this Agreement. Under no circumstances, the possession of the Plot shall be handed over to the Allottee unless the entire Total Price and any other charges, taxes etc. and all other sums payable in terms of/ under this Agreement which are due are paid in full, along with interest due, if any, have been made by the Allottee in accordance with the terms of this Agreement.

- 7.3. Failure of Allottee to take Possession of Plot** - Upon receiving a written intimation from the Developer as per Para 7.2, the Allottee shall take possession of the Plot 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 Plot to the Allottee.

- 7.3.1. On and from the date of Offer of Possession and irrespective of whether or not the Allottee has taken possession of the said Plot, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the said Plot and the said Project including local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, electricity charges etc.

- 7.3.2. In case the Allottee fails to take possession within the time provided in Para 7.2, such Allottee shall be liable to pay to Developer holding charges at the applicable rate per month per sq. yard till actual date of possession in addition to above charges and maintenance charges as specified in Para 7.2.

- 7.4. Possession by the Allottee-** After obtaining the completion certificate/occupation certificate (as applicable) and handing over the physical possession of the Plot to the Allottee, it shall be the responsibility of the 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:

Provided that in absence of any Applicable Law, the Developer shall handover the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, within 30 (thirty) days after obtaining completion certificate/occupancy certificate (as applicable).

- 7.5. Cancellation by Allottee** - The Allottee shall have the right to cancel/with draw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount, an interest amount on delayed payment as payable by the Allottee to the Developer (payable by the Allottee for breach of agreement and non-payment of any due amounts payable to the Developer) in accordance with Act, non-refundable Taxes and all such sums as are incurred or paid by the Developer to any Person(s) and, or Authority(ies), Real Estate Agent in respect to the allotment of the Plot to the Allottee. The Developer shall return the balance amount upon re-allotment of the said Plot to third party. The Developer shall inform the previous Allottee the date of re-allotment of the said Plot and also display this information on the official website of UP RERA on the date of re-allotment., if required.

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

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Plot

(i) In accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1.or

(ii) Due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason.

The Developer shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedies available, the Developer shall first offer an alternate plot of a similar size and nature within the Project or any other project of the Developer, subject to availability. In the event that such an alternate plot is available and the Allottee accepts such alternate plot, the applicable Total Price resulting due to such changed location / alternate plot shall be payable or refundable, as the case may be. No other claim, monetary or otherwise, shall lie against the Developer.

In the event, the Allottee does not accept such alternate plot or if there is no other plot of a similar size and nature at another location within the Project, then this allotment shall stand terminated and the Developer shall refund to the Allottee the amount received along with interest, after deduction of the booking amount, an interest amount on delayed payment as payable by the Allottee to the Developer (payable by the Allottee for breach of agreement and non-payment of any due amounts payable to the Developer) in accordance with Act, non-refundable Taxes and all such sums as are incurred or paid by the Developer to any Person(s) and, or Authority(ies), Real Estate Agent in respect to the allotment of the Plot to the Allottee.. After refund as mentioned herein this Agreement shall stand terminated and the Developer shall be entitled to allot and / or deal with and dispose of the said Plot to any Third Party without reference or recourse to the Allottee.

Provided that if the Allottee does not intend to withdraw from the Project, the Developer shall pay the Allottee interest at the rate prescribed in the Rules, till the Offer of Possession of the Plot.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

8.1. THE DEVELOPER HEREBY REPRESENTS AND WARRANTS TO THE ALLOTTEE AS FOLLOWS:

- 8.1.1. The Developer has absolute, clear and marketable title with respect to the said Land the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- 8.1.2. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- 8.1.3. There are no encumbrances upon the said Land or the Project except as detailed on the UP RERA website.
- 8.1.4. There are no litigations pending before any Court of law or Authority with respect to said Land, Project or the Plot except as detailed on the UP RERA website.
- 8.1.5. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot are valid and subsisting and have been obtained by following due process of law.
- 8.1.6. Further, the 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 Plot and Common Areas.
- 8.1.7. 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.
- 8.1.8. The 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 Plot which shall, in any manner, affect the rights of Allottee under this Agreement.
- 8.1.9. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement.
- 8.1.10. At the time of execution of the conveyance deed/sub lease deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be.
- 8.1.11. The said Plot is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Plot.
- 8.1.12. The Developer 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 Plot 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.
- 8.1.13. 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 Developer in respect of the said Land and/or the Project.

8.2. THE ALLOTTEE(S) HEREBY REPRESENTS AND WARRANTS TO THE DEVELOPER AS FOLLOWS:

- 8.2.1. The Allottee hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said Project and the said Plot and has expressly understood the contents, terms and conditions of the same and the Allottee after being fully satisfied has/have entered into this Agreement and further agrees not to raise any objection in regard to the same, unless the same is in contravention of the Act or the Rules.
- 8.2.2. Not to change the use of the Plot and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Plot and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces/areas and/or refuge areas.
- 8.2.3. Not to demolish or cause to be demolished the said Plot or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Plot or any part thereof and keep the portion, sewers, drains, pipes in the said Plot and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building/ Project in which the said Plot is situated and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Pardis or other structural changes in the said Plot without the prior written permission of the Developer.
- 8.2.4. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot and the Building/ Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- 8.2.5. Not to delay / default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.
- 8.2.6. Not to violate and shall abide by all rules and regulations framed by the Developer/Maintenance Agency or under any law for the time being in force, for the purpose of maintenance and up-keep of the Building/ Project and in connection with any interior / civil works that the Allottee(s) may carry out in the said Plot.
- 8.2.7. Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Plot or in or on the common stairways, refuge areas, corridors and passageways in and of the Building/ Project.
- 8.2.8. Not at any time cause or permit any public or private nuisance or to use the loudspeaker etc. in or upon the said Plot, Building or the said Project or any part thereof or do anything which shall cause any annoyance, inconveniences, suffering, hardship or disturbance to the occupants and/or to the Developer.
- 8.2.9. Not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Plot and/or Building/ Project nor litter or permit any littering in the Common Areas in or around the said Plot and/or the building/ Project and at the Allottee/s own cost and expense to make good and sufficient provision

for the safe and efficient disposal of all waste generated at the said Plot and/or building/ Project to the requirement and satisfaction of the Developer and/or relevant government and statutory authorities.

- 8.2.10. Not to display/ affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Building/ Project or the exterior wall of the said Plot or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee(s) in such places only as shall have been previously approved in writing by the Developer in accordance with and in such manner, position and standard design laid down by the Developer.
- 8.2.11. Not to park at any other place and shall park all vehicles in the allotted/designated parking lots only as may be prescribed by the Developer. The Allottee agrees and confirms that in the event of cancellation, surrender, relinquishment, resumption, re-possession etc., of the Plot under any of the provisions of this Agreement, the Parking Space shall also deemed cancelled, surrendered, relinquished, resumed, as the case may be.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Developer fails to provide ready to move in possession of the Plot to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Plot shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (ii) Discontinuance of the 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 there under.

- 9.2 In case of Default by Developer under the conditions listed above, a non- defaulting Allottee is entitled to the following:

- (i) The Allottee shall have the option of terminating the Agreement in which case the in which case the Developer shall first offer an alternate plot of a similar size and nature within the Project or any other project of the Developer, subject to availability. In the event that such an alternate plot is available and the Allottee accepts such alternate plot, the applicable Total Price resulting due to such changed location / alternate plot shall be payable or refundable, as the case may be. No other claim, monetary or otherwise, shall lie against the Developer.
- (ii) In the event, the Allottee does not accept such alternate plot or if there is no other plot of a similar nature at another location within the Project, then this allotment shall stand terminated and the Developer shall refund to the Allottee the amount received along with interest for delay after deduction of the booking amount, an interest amount on delayed payment as payable by the Allottee to the Developer (payable by the Allottee for breach of agreement and non-payment of any due amounts payable to the Developer) in accordance with Act, non-refundable Taxes and all such sums as are

incurred or paid by the Developer to any Person(s) and, or Authority(ies), Real Estate Agent in respect to the allotment of the Plot to the Allottee. After refund of the money paid by the Allottee (subject to the abovementioned deductions), the Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

- (iii) Provided that where an Allottee does not withdraw from the Project or terminate the Agreement, Allottee shall be paid, by Developer interest at the rate prescribed in the Rules, till the handing over of the possession of the Plot, which shall be paid by the Developer to the Allottee.

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

- (i) In case the Allottee fails to make payments for demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Developer on the unpaid amount as per the prescribed Rules.
- (ii) 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 allotment of the Plot in favour of the Allottee and refund the money paid to Developer by the Allottee by deducting booking amount, an interest amount on delayed payment as payable by the Allottee to the Developer (payable by the Allottee for breach of agreement and non-payment of any due amounts payable to the Developer) in accordance with Act, non-refundable Taxes and all such sums as are incurred or paid by the Developer to any Person(s) and, or Authority(ies), Real Estate Agent in respect to the allotment of the Plot to the Allottee and this Agreement shall thereupon stand terminated.
- (iii) In case of failure to take the possession of the Plot in accordance with Offer Of Possession letter and/or to execute the Conveyance Deed due to any reason, or comply with other terms and conditions as stipulated herein.
- (iv) Breach of any other representations, warranties, undertakings and covenants as set forth in this Agreement or any failure to perform, comply and observe any of them.

In case of default by the Allottee as listed above, the Developer may cancel the allotment of the Plot in favour of the Allottee and refund the money paid by the Allottee by deducting the booking amount, an interest amount on delayed payment as payable by the Allottee to the Developer (payable by the Allottee for breach of agreement and non-payment of any due amounts payable to the Developer) in accordance with Act, non-refundable Taxes and all such sums as are incurred or paid by the Developer to any Person(s) and, or Authority(ies), Real Estate Agent in respect to the allotment of the Plot to the Allottee and this Agreement shall thereupon stand terminated. Provided further that the Developer shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. That the refunds of the amount as mentioned herein shall become payable by the Developer to the Allottee after effectuating the sale of the said Plot to Third Party and from the sale proceeds generated from the sale of the said Plot.

10. CONVEYANCE OF THE SAID PLOT:

The Developer, on receipt of Total Price of the Plot as per Para 1.3 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Plot together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of completion certificate and the occupancy certificate, as the case may be, to the Allottee:

Provided that in absence of Applicable Law, the conveyance deed in favour of the Allottee shall be carried out by the Developer within 3 (three) months from the date of issuance of completion certificate/occupancy certificate (as applicable). 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 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.

11. MAINTENANCE OF THE SAID BUILDING / PLOT / PROJECT:

- 11.1. The Developer 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.
- 11.2. The Developer may undertake the maintenance of the Project/Said Building/Plot either directly or through its nominated specialized maintenance agency.
- 11.3. That an Interest Free Maintenance Security (IFMS) for meeting future expenses incurred for replacement/major repair of capital goods, i.e. DG Set, Lifts etc., used in the maintenance and upkeep of the project/complex shall be payable by the Allottee to the Developer as mentioned in Para 1.2. The amount to be deposited as IFMS shall also be calculated according to the maintenance and upkeep of the Project or part thereof.
- 11.4. The Developer may maintain the complex or may outsource any or all maintenance services to outside agencies and authorize them to do all acts necessary in this regard. The Allottee agrees and undertakes to sign a separate "Maintenance Agreement", with the Developer or with the nominated Maintenance Agency undertaking the maintenance services of the Project before taking possession of the allotted Plot/Unit/Plot, as the case may be.
- 11.5. That the Developer shall provide power back up facility to the Allottee and for that purpose a separate prepaid meter shall be installed for recording the power back up consumption. The Allottee shall pay power back up charges as per the reading of this meter at the rates decided by the Developer/ nominated Maintenance Agency along with applicable taxes. The Allottee shall not install any individual electric generator to get power back up. The normal electricity supply shall also be provided by the Developer/ nominated Maintenance Agency at the rates intimated by the Developer/ nominated Maintenance Agency through a prepaid sub- meter.
- 11.6. That NIL KW /KVA load of electricity and NIL KW/KVA power back up shall be provided to the Allottee. However, if due to any reason, if the Allottee wants to increase its electricity load/power back upload then the same may be increased by the nominated Maintenance Agency depending upon the availability of extra/surplus load with it. The Allottee agrees and consents to pay the rates / price for increased load as intimated by the nominated Maintenance Agency for providing the same towards the expenditure incurred/to be incurred by the Maintenance Agency for increasing the infrastructure for providing the requested increased load to the Allottee.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale/lease 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 given possession to the Allottee, whichever is earlier, it shall be the duty of the Developer to rectify such defects without further charge, within 90 (ninety) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE PLOT FOR REPAIRS:

The Developer/maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of Allottees and/or maintenance agency/competent authority to enter into the Plot or any part thereof, after giving due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

14. USAGE:

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Plot, 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 Plot and keep the Plot, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/ she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Plot.
- 15.3 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.

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

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

17. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Developer executes this Agreement he shall not mortgage or create a charge on the said allotted Plot/Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Plot/Unit.

The Allottee hereby agrees and confirms that if the Developer so desires, it shall be entitled to create security on the unsold unit/s along with undivided and impartibly right in the said Land/Project and receivable there from by availing loans or financial assistance or credit facilities from Banks and/ or Financial Institutions, against securities thereof, save and except the said Plot allotted herein. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation, in any form including by way of deposit of title deeds, save and except the Plot. The Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon. The Allottee hereby gives express consent to the Developer to raise such financial facilities against the unsold unit/s along with undivided and impartibly right in the said Land/Project and mortgage the same with banks and/ or financial institutions as aforesaid, save and except the Plot agreed to be transferred hereunder.

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

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 showing compliance of various as applicable in Uttar Pradesh.

19. BINDING EFFECT:

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 and secondly, appears and get the registration of the same before the concerned Sub-registrar. It shall be the sole responsibility of the Allottee to get the Agreement registered and Developer shall provide all necessary support to the Allottee in this regard.

20. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements, application/booking form whether written or oral, if any, between the Parties in regard to the said Plot.

21. RIGHT TO AMEND:

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

22. CONVEYANCE DEED/ SUB LEASE DEED:

The Parties hereby agree to execute and register conveyance deed/sub lease deed for the purpose of transferring all the rights, title and interests in the Plot by the Developer in favour of Allottee subject to the receipt of Total Price along with charges, Taxes, penalties, fees etc. as mentioned in this Agreement. The Allottee(s) agrees to pay the registration and stamp duty charges for execution and registration of the conveyance deed/ sub lease deed with respect to the Plot as and when demanded by the Developer.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 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 [Schedule A] 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.

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

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in Noida, Gautam Buddh Nagar, Uttar Pradesh after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-registrar. Hence this Agreement shall be deemed to have been executed at Noida, Gautam Buddh Nagar, Uttar Pradesh.

Any and all charges for the registration of this Agreement included but not limited to, stamp duty, registration charges, attorney's fees and/or other charges, shall be borne and paid for by the Allottee only. The Developer shall not in any manner be liable to pay the same.

29. NOTICES:

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

Mr. Name of Allottee
(Allottee Address)

M/s POLWELL REAL ESTATE PRIVATE LIMITED Developer name
A-8B, 2nd Floor, Friends Colony, South Delhi-India-110065 (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.

30. 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. The Allottee declares and affirms that in cases of joint allotment, failure to pay by anyone shall be treated as failure to pay by all and the joint Allottee(s) shall be treated as one single person for this purpose and all shall be liable for the consequences jointly as well as severally.

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.

31. SAVINGS:

The Agreement sets forth the entire agreement and understanding between the Parties and supersedes, cancels and merges:

- a) All agreements, negotiations, commitments, writings and/or any other document/s and/or any oral or written statements, if any, exchanged between the Parties prior to the date of execution of this Agreement.
- b) All the representation, warranties, commitments, etc. made by the Developer in any documents, brochure, hoarding, etc. and /or through on any other medium.
- c) The Developer shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Developers under this Agreement.

32. INDEMNIFICATION

32.1 The Allottee hereby agrees and undertakes to pay from time to time the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the obligations and abide by all the terms and conditions of this Agreement and to keep the Developer and its agents and representatives indemnified and harmless against any loss or damage that the Developer may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement.

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

33. GOVERNING LAW:

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

34. DISPUTE RESOLUTION:

- 34.1 If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Parties hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and agreement.
- 34.2 If the dispute or difference cannot be resolved within a period of 60 (Sixty) days, from the notice by the aggrieved Party as per the aforementioned clause, then the dispute shall be referred to Arbitration. Arbitration shall be conducted in Noida, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language. The Arbitration shall be referred to a sole Arbitrator to be appointed solely by the Developer.
- 34.3 The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The award may include costs, including reasonable attorney fees and disbursements. This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

35. JURISDICTION:

This Agreement shall be subject to the sole jurisdiction of the Courts at Noida, Uttar Pradesh.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

ALLOTTEE/S:

SN	Name	Signature
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Mr. <MAIN APPLICANT>

Mr. <CO-APPLICANT>

SIGNED AND DELIVERED BY THE WITHIN NAMED:

DEVELOPER:

(1) Signature (Authorised Signatory) _____
Name - M/s POLWELL REAL ESTATE PRIVATE LIMITED
A-8B, 2nd Floor, Friends Colony, South Delhi-India-110065

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE 'A'

PAYMENT PLAN: Down Payment Plan

Sr. No	Particular	Exp Date **	Amount*
1	Booking Amount	00-00-0000	00.00
2	Within 30 days	00-00-0000	00.00
3	On Offer of Possession	00-00-0000	00.00
	Grand Total		00.00

Rupees in words: Only

*** TAXES & LEVIES EXTRA AS APPLICABLE**

**** DATES ARE TENTATIVE AND SUBJECT TO CHANGE**