



Ramprastha Builders Pvt Ltd

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www.ramprastha.com

Flat No. _____

BUYER'S AGREEMENT

Stamp Paper

PROJECT NAME



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APARTMENT BUYER'S AGREEMENT

(i)



Second Applicant

2. Mr./Ms.

First Name Middle Name

Last Name

S/D/W of

Correspondence Address

City State

Pincode

Permanent Address
(If not same as
correspondence Address)

City State

Pincode Phone No.

Email

Third Applicant

3. Mr./Ms.

First Name Middle Name

Last Name

S/D/W of

Correspondence Address

City State

Pincode

Permanent Address
(If not same as
correspondence Address)

City State

Pincode Phone No.

E-mail

(hereinafter singly/jointly as the case may be, referred to as the “Allottee/Apartment Allottee” which expression shall, unless repugnant to the context or meaning thereof, include his/her heirs, executors, legal representatives and successors)

For RBPL

X..... X..... X..... X.....

Authorised Signatory (Sole /First Applicant) (Second Applicant) (Third Applicant)

(ii)

OR

M/s.

A company registered under the Companies Act, 1956, having its registered office at
..... and corporate identification number acting through its duly authorized signatory

1. Mr./Ms.

First Name Middle Name

Last Name

S/D/W of

Resident of

City State

Pincode Phone No.

Email

(Copy of Board Resolution along with a certified copy of memorandum & articles of association required)

OR

M/s.

A partnership firm duly registered under the Indian Partnership Act, 1932 (copy of the resolution signed by all partners required) acting through its partner

1. Mr./Ms.

First Name Middle Name

Last Name

S/D/W of

Resident of

City State

Pincode Phone No.

Email

(Copy of authority letter along with a certified copy of partnership deed required)

(Hereinafter singly/jointly, as the case may be, referred to as the “Allottee” which expression shall unless repugnant to the context or meaning thereof, include its heirs, executors, successors, legal representatives and assigns) of the SECOND PART;

The expressions “Developer/Ramprastha” and “Allottee” are individually referred to as “Party” and collectively referred to as “Parties” in this Agreement.

For RBPL

X..... X..... X..... X.....

Authorised Signatory (Sole /First Applicant) (Second Applicant) (Third Applicant)

(iii)



WHEREAS:

- A. That the Developer has the absolute authority for development and sale with respect to the portion specified in clause 'B' out of the total Project Land admeasuring **Meters**, situated at **RAMPRASTHA GREENS** more particularly described in **Schedule I of Annexure "I"** (hereinafter referred to as "Schedule I Land") which is being developed into a Group Housing Complex (as hereinafter defined) comprising of apartment Blocks/Towers on the project land.
- B. Pursuant to terms of the license, the Developer is developing the Schedule I Land into a multi-storied residential apartments, comprising Apartment Towers/Blocks in this Residential Apartment Complex to be known as **"Pearl Club Residency"** which the Developer is proposing to complete in all respects with reference to civil finishes, flooring, electrical distribution panels on each level/floor, plumbing, together with appurtenant spaces and comprising of various buildings, parking spaces and other utilities as described herein and landscaping on the Schedule I Land (referred to as "The Complex/Group Housing Complex/Said Complex"), in accordance with sanctioned plans and approvals to be sanctioned by the competent authorities of state government, Ghaziabad Development Authority (GDA) (collectively referred to as **"Authority/ies"**).
- C. The Developer/Ramprastha has represented and clarified to the Allottee that the building plans and the floor plans have been prepared on the basis of the guidelines issued by the Authority(ies) and while preparing the building plans and the floor plans, all essential requirements have been complied with. However, in case, Authority(ies) direct to make any additions or alterations or variations, the Developer shall carry out the same in accordance with law.
- D. The Allottee has vide his application applied for provisional allotment of residential apartment/unit (hereinafter defined) in the Complex("Application").
- E. The Developer/Ramprastha is raising/constructing Towers/Blocks which would comprise two (2) condominiums having different size/ layout/specifications/amenities etc., each of which have been described in detail in Annexure-III.
- F. The applied for and eventually allotted apartment has been duly specified in clause '1' below wherein detailed description of the Flat/Apartment/Unit has been given.
- G. The Allottee has understood and agreed to abide by the terms and conditions of the Application for the provisional allotment by sale of residential apartment/unit in the **'Pearl Club Residency'** which inter-alia includes the execution and signing of this apartment buyer's agreement (Agreement). All terms of the Application are incorporated herein by reference.
- H. Pursuant to receipt of the Application by Ramprastha and upon completion of all procedural formalities, Ramprastha has provisionally allotted and Apartment/Unit (hereinafter defined) and in accordance with clause 1(a) in Pearl Club Residency for such consideration as detailed hereinafter. The Allottee agrees and understands that the area for the Apartment/Unit (as hereinafter defined) are tentative and are subject to change as contemplated in this Agreement till the grant of occupation certificate by the Authority(ies).
- I. Ramprastha and the Allottee are now desirous of entering into this Agreement for recording their mutual understanding for the sale and purchase of the Apartment/Unit upon such terms and conditions as contained herein.

1. SALE OF APARTMENT AND RIGHT THERETO

Description of the apartment/unit

- (a) In consideration of the Allottee complying with the terms and conditions of the Application and Agreement by completing various requisite formalities, as may be required, and agreeing to make timely and complete payments of the sale price (Total Price) as per the schedule of payments as annexed hereto in Annexure-II (Payment Plan), the Developer hereby agrees to sell, convey and transfer and the Allottee hereby agrees to purchase and acquire the apartment/unit as per details mentioned below;

Flat No. _____ Floor _____ Block No. _____ Super Area of Unit _____ Sq. Ft. (approx)

In "Pearl Club Residency" along with the exclusive right to use One (1) car parking space and undivided proportionate share in the Foot Print (as defined in the application) to be calculated as provided for in clause 1 (b) below, along with the proportionate right to use the common areas and facilities in the Complex (hereafter referred to as "Apartment/Unit"). The areas allotted are tentative and are subject to change till the grant of occupation certificate by the Authority(ies). The Total Price of Apartment shall be calculated on the basis of super area as defined herein below.

- (b) It is clarified that though not forming part of computation of super area for which the price is charged, the Allottee shall be entitled to ownership of the undivided proportionate share in the Foot print with respect to the Apartment only. In case of the Apartment, the undivided proportionate share

of the land underneath the said Building (as defined in the application i. e. the land which is the Foot print as defined in the application) which shall be calculated in the ratio of super area of the Apartment to the total super area of all the apartments/units situated within **'Pearl Club Residency'**, and it is made

abundantly clear and agreed by the Allottee that no other land shall form part of this agreement and the Allottee agrees and understands that it shall have no right, title, or interest of any kind whatsoever on any other land forming part of the Complex except to the extent of using such general commonly used areas and facilities within the Complex subject to the timely payment of maintenance charges by the Allottee.

For RBPL

X..... X..... X..... X.....
Authorised Signatory (Sole /First Applicant) (Second Applicant) (Third Applicant)

- (c) All other land (s), areas, facilities and amenities except those specified hereinabove in this agreement which falls to the share of the Allottee, are specifically excluded from the scope of the Agreement and the Allottee agrees and understands that it shall not be permitted and/or entitled to any ownership right, rights of usage, title or interest or possession etc., in any form whatsoever in such land(s), area, facilities and amenities. Such land(s) areas, facilities and amenities have not been included in the scope of the Agreement or in the computation of super area for calculation the Total Price and therefore, the Allottee has not paid any money for use or ownership in respect of such land(s), areas, facilities and amenities which vests solely with Developer, its associates and subsidiary companies and their usage and manner/method of use, disposal etc., shall be at the sole discretion of Ramprastha and its associates and subsidiary companies.
- (d) "Super Area" shall mean and include the covered area, verandah and balcony, inclusive of the area under periphery walls, area under the columns, walls and proportionate share in area utilized for services, viz. area under staircase, circulation area, walls, lifts, shafts, passages, corridors, lobbies, refuge areas and such other common areas not separately described herein.

2. "TOTAL PRICE" FOR SALE OF APARTMENT

(a) Sale Price

- (i) The sale price of the Apartment ("Total Price") payable by the Allottee to the Developer includes the basic sale price, external development charges, as applicable, on the date of the Agreement and exclusive right to use the dedicated car parking(s), which shall be Rs. _____/- (Rupees _____ Only)
- (ii) The Total Price includes the proportionate cost of fire fighting safety equipment as required by existing regulations. If due to any subsequent legislation/government order, directives, guidelines or change/ amendments in fire codes including the National Building Code 2005, and any subsequent amendments thereof or if deemed necessary by Ramprastha at its sole discretion, additional fire safety measures are undertaken and/ or any other prospective charges are borne by the Ramprastha with regards to development & construction of the Complex, then the Allottee undertakes to pay, without any protest or demur, with fifteen (15) days from the date of written demand by Ramprastha, such additional expenditure incurred thereon in proportion to the Super Area of his apartment to the total super area of the apartments in the said Group Housing Complex as determined by Ramprastha.
- (iii) The Applicant is under obligation to pay any other sums, charges or amount as required under the Agreement and/or imposed by the government apart from Total Price mentioned in the Application.

(b) Booking / Received Amount

Out of the Total Price for the Apartment, the Allottee has /had paid an amount of Rs. _____/- (Rupees _____ only) which includes the booking amount of Rs. _____/- (Rupees _____ only) at the time of provisional allotment of the Apartment with Ramprastha hereby acknowledges.

(c) Payment plan

The Allottee agrees and undertakes to pay the balance amount of the Total Price in accordance with the Payment Plan (detailed in schedule of payment annexed as Annexure II hereto). In the event the Allottee fails, neglects and/or delays in the payment of instalments, then notwithstanding the right to cancel such allotment at its sole desecration at any time after such default, Ramprastha at its sole option and desertion, without prejudice to any other rights provided to it under this agreement, waive such failures neglects and/or delays in the payment of instalments but only on the condition that the Allottee shall pay interest on the instalment due, in addition to the instalment due, interest to be calculated from the due date of outstanding instalment @18% per annum compounded quarterly till the date on which such instalment is paid by the Allottee to Ramprastha. It is made clear and so agreed by the Allottee that the exercise of such discretion to waive such failures, neglects and/or delays in the payment of instalments by any one allottee shall not be construed to be a precedent and/or binding on Ramprastha to exercise such discretion in case of other allottee.

(d) Adjustment of instalments

The Allottee agrees and understands that Ramprastha shall have the right to adjust/appropriate the instalment amount received from the Allottee first towards the interest and other sums, if any, due from the Allottee and the balance, if any, towards the Total Price. Such adjustment/appropriation of payments shall be done at the sole discretion of Ramprastha and the Allottee undertakes not to object, protest or direct Ramprastha to adjust his payments in any manner otherwise than as decided by Ramprastha at its solely discretion, the Allottee hereby expressly waives the requirements, if any, or service of any notice of such appropriation.

(e) Super area

It is made clear that the super area of the Apartment is tentative and is subject to change till the construction of the group housing complex. The Total Price payable shall be recalculated upon confirmation by Ramprastha of the final super area of the Apartment and any increase or reduction

For RBPL

X..... X..... X..... X.....
Authorised Signatory (Sole /First Applicant) (Second Applicant) (Third Applicant)



in the super area of the Apartment shall be payable or refundable, without any interest, at the same rate per square feet as greed herein above. If there shall be an increase in super area, the Allottee agrees and undertakes to pay for the increase in super area immediately to Ramprastha and if there shall be reduction in the super area, then the refundable amount due to the Allottee shall be adjusted by Ramprastha from the final instalment as set forth in the Payment Plan.

(f) **Earnest money**

- I. The Allottee understands and agrees that payment of earnest money is to ensure the fulfilment of terms and conditions of this agreement by the Allottee. As stated in the terms and conditions of the Application, out of the amount(s) paid/payable by the Allottee towards the Basic Sale Price, Ramprastha shall treat 10% of the Total Price as earnest money ("Earnest Money") to ensure fulfilment of the terms and condition as contained in the Application and this agreement, by Allottee(s).
- II. The Allottee hereby agrees that in the event of the failure of the Allottee to perform his/her/their obligations or non-fulfilment of all/any of the terms and conditions set out in this agreement or the Application, Ramprastha shall have the right to forfeit the Earnest money together with the processing fees, any interest paid , due or payable, any other amount of non-refundable nature including brokerage paid by Ramprastha to the brokers (in case booking is done through a broker), from the money deposited/paid, payable by the Allottee in terms of this agreement.

(g) **Mode payment**

The Allottee agrees and undertakes to make all payments in time without any reminder from Ramprastha through A/c payee cheque(s) / demand draft(s) in the name of **"Ramprastha Builders Private Limited"**. The Allottee agrees that the payment of due dates as set out in Payment Plan shall be made promptly and the Company shall not be required to send any notice or demand for payment of the scheduled payments as per the Payment Plan.

(h) **Parking Space**

- (a) The Allottee agrees and understands that the exclusively reserved parking space assigned to the Allottee with right to use shall not be alienable or transferable by the Allottee independent of the Apartment/Unit. The Allottee undertakes not to sell/transfer/deal with such exclusive reserved parking space independent of the Apartment. In case the Allottee has/have applied for and has been allotted an additional parking space at such additional cost as shall be determined by **"Ramprastha"** only and in no circumstance, such right may be assigned to a third party who is not a resident of Group Housing Complex.
- (b) The Allottee undertakes to park his/her/their/its vehicle in the allotted parking space and nowhere else in Group Housing Complex.
- (c) The Allottee agrees and understands that the Allottee shall not be entitled to use the basement and other areas in the Group Housing Complex reserved for services, maintenance staff etc. for parking his/her/their/its vehicles or any other usage.
- (d) The Allottee agrees and understands that the reserved parking spaces or any un-allotted car parking space in the Complex shall not form part of common area and facilities of the said Apartment for the purpose of the declaration to be filed by Ramprastha under the Act (defined below). The Allottee agrees and confirms that the reserved parking space allotted to him/her/them/it shall automatically be cancelled in the event of cancellation of termination of the booking and /or this agreement, surrender, relinquishment, resumption, re-possession etc. of the Apartment under any of provisions of the Agreement of otherwise.
- (e) The parking areas can be only used for parking the respective vehicles of the Allottee and for no other purposes.

3. COSTS & EXPENSES

The Allottee agrees and undertakes to pay all additional amounts, including but not limited to any additional cost, expenses, deposit, charges for bulk supply of electrical energy, instalment of additional transformers, sub-stations or any transmission line, and any maintenance charges in respect of the Group Housing Complex as demanded by Ramprastha and/or the maintenance agency from time to time, within 30 days of the said demand without any demur or protest.

4. CLUB MEMBERSHIP REGISTRATION CHARGES

- (a) In accordance with the development plan of the Complex, Ramprastha proposes to develop a club for recreational purposes ("Club"). The Allottee understand that the club may be developed either simultaneous with or after development of the Apartment. The membership of the club is optional and not obligatory on the Allottee. To become a member & for availing membership of the club, the Allottee agrees to pay club membership registration charges ("CMRC"), club development expense and service charges as applicable, as and when required for this purpose by Ramprastha.
- (b) On the club becoming functional keeping in view the general requirement of the member, the quantum of facilities available in the club and other incidental factors affecting the running, maintenance and upkeep of the club, the Allottee who have opted for membership of the club shall be liable to pay charges and prescribed from time to time by Ramprastha and agrees to abide by the rules and regulation formulated by Ramprastha for proper management of the club.
- (c) The Allottee agrees and understands that all other areas, facilities and amenities other than specified hereinabove such as swimming pool,

For RBPL

X.....

Authorised Signatory

X.....

(Sole /First Applicant)

X.....

(Second Applicant)

X.....

(Third Applicant)

health club, area etc., are specifically excluded from the scope of this agreement. The Allottee shall not be entitled to any ownership rights, title or interest etc. in any form or manner whatsoever in such facilities and amenities. Such facilities and amenities have not been included in the computation of super area for calculating the Total Price and, therefore, the Allottee has/have not paid any money for use or ownership in respect of such areas, facilities and amenities. The Allottee agrees and acknowledges that the ownership of such area, facilities and amenities shall vest solely with Ramprastha and their usage and manner/method of use shall be at the sole discretion of Ramprastha.

- (d) Ramprastha as the owner of such areas, facilities and amenities shall have the sole right and absolute authority to deal in any manner including but not limited to creation of rights in favour of any third party by way of sale, lease, license or transfer through any other mode which Ramprastha may deem fit at its at its sole discretion.

5. LEASE OF OPEN SPACE ON THE ROOFTOP

Ramprastha reserves the right to give on lease or hire any part of the top roof/terraces above the top floor of the Group Housing Complex for installation and operation of antenna, satellite dishes, communication towers, or other microwave equipment/V-Sat link equipment/tower/other communication equipment or to use hire, lease the same for advertisement purposes and the Allottee agrees that he/she/they/it shall not object to the same and shall not make any claims with regards to the money collected by Ramprastha on this account.

6. PLANS AND CONSTRUCTION

- (a) The Allottee has seen, reviewed and accepted that Payment Plan and also gone through the tentative plans/typical floor plan/site plan/parking plan as provided by Ramprastha and also the tentative specification as provided by Ramprastha of the Apartment mentioned in this agreement, ("Tentative Specifications"). The Allottee agrees and acknowledges that the same are subject to change at the sole discretion of Ramprastha and the Allottee has accepted consented to this condition.
- (b) The construction of the Group Housing Complex and the Apartment including the materials, equipments and fixtures to be installed therein shall be substantially in accordance with the Tentative Specifications subject to the right of Ramprastha to amend the specifications in order to substitute materials and equipment or fixtures of similar quality or subject to any directions from Competent Authority and/or the architect and the allottee hereby agrees to this condition.

7. ALTERATIONS/MODIFICATIONS IN THE LAYOUT PLANS AND DESIGNS

- (a) Ramprastha shall have the right to effect and /or carry out such additions, alteration, deletions and modifications, as Ramprastha may, at its sole option and discretions, consider necessary or as directed by any Competent Authority and/or the architect at any time even after the building plans for the towers/buildings are sanctioned and till the grant of an occupation certificate, to which the Allottee hereby consents and shall raise no objection. Such changes may include but shall not be limited to change in the building plans or the tower/buildings, floor plans, apartment plans, location, preferential location, number, increase or decrease in number of apartment, floors, block or area of the apartment and designs & specification of the apartment. However, this shall be without any prejudice to the rights of Ramprastha under clause 7 (c) hereunder to construct additional floors/additional spaces as sanctioned and approved by the Competent Authority.
- (b) If as result of such changes, alterations, modifications etc., there may be change in the location, number, boundary or area of the Apartment, Ramprastha shall intimate the same to the Allottee who shall not be entitled to and the Allottee waives the right to raise any objections to the same, provided that such changes in the area shall inter alia entail proportionate increase or decrease in the Total price of the Apartment calculated on the built up area and based on original rate at which Apartment was booked.
- (c) The Allottee agrees and acknowledges that Ramprastha shall have the right to make additions to or put up additional structures in/upon the said tower, buildings or anywhere in the said group Housing complex as any be permitted by the Competent Authorities and such additional structures shall be the sole property of Ramprastha and which Ramprastha shall be dispose of in any manner without any interference whatsoever of the Allottee.
- (d) In case of any alteration/modification resulting more than 10% increase or decrease in Super Area of the Apartment any time prior to and upon the grant of occupation certificate, Ramprastha shall intimate that allottee in writing of such increase of decrease in Super Area thereof and the resultant change, if any, in the Total Price of the Apartment. The Allottee agrees that in the event of such increase or decrease in Super Area, if the Allottee has any objection to the same, the Allottee shall intimate the same to Ramprastha within thirty (30) days of the date dispatch of such notice by Ramprastha, failing which the Allottee shall be deemed to have given his/her absolute consent to such increase or decrease in Super Area and/or and alterations/modifications and for payments, if any, to be paid in consequence thereof. However, in case of such increase or decrease in Super Area, if any, demands is made for refund of the money deposited by the Allottee toward the booking of the Apartment by the Allottee with Ramprastha, then in such case this agreement shall be cancelled without any further notice and Ramprastha shall refund the money received from the Allottee after deduction the Earnest Money, within thirty (30) days from further sale of the Apartment/Unit to any third party. On payment, after making deductions of Earnest Money, Ramprastha and Allottee shall be released and discharged form all their obligations and liabilities under this agreement. It being specifically agreed that irrespective of any outstanding amount payable by Ramprastha to the Allottee(s), the Allottee shall have no right, lien or charge on the apartment in respect of which refund as contemplated by this clause is payable.
- (e) In case of any alteration/modification resulting in less than 10% increase/decrease in Super Area, Ramprastha shall not be obliged to take any consent from the Allottee. The Allottee agrees and acknowledges that he/she/they/it shall be obliged to make payments for such increase in

For RBPL

X.....

Authorised Signatory

X.....

(Sole /First Applicant)

X.....

(Second Applicant)

X.....

(Third Applicant)



Super Area within thirty (30) of the date dispatch of notice by Ramprastha.

- (f) The excess amount towards the consideration from the aforesaid clause 7 (e) shall have adjusted by Ramprastha at the time to final accounting before giving possession to Allottee. The Allottee agrees and acknowledges that Ramprastha shall not be obliged to pay any interest thereof.
- (g) Ramprastha shall have right, without approval of any Allottee in the Group Housing Complex to make any alterations, additions, improvements or repairs whether structural or non-structural, interior, ordinary or extraordinary in relation to any unsold apartment within the Group Housing Complex and the Allottee agrees not to raise objections or make any claims on this account.

8. SALE DEED

The sale deed shall be executed and registered in favour of the Allottee within six months from the date of receipt of entire sale consideration including but not limited to Total Price, PLC, EDC, late payment charges, interest and other charges and compliances of all other terms and condition of this agreement by the Allottee. The cost of stamp duty, registration charges, and other incidental charges and expenses will be borne by the Allottee in addition to the entire sale process of the Apartment, as and when demanded by Ramprastha. The Allottee shall bear all duties, Taxes (defined in the Application) and charges that may be levied by the government on this agreement. The Allottee may with the prior approval of Ramprastha raise and/or avail loan from banks for this purpose only. The Allottee(s) agrees that the provisions of this agreement are and shall continue to be subject and subordinate to the lien or any mortgage hereafter made/created by Ramprastha and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title obligations hereunder or be the basis of any claim against or liability of Ramprastha provided that at the time of the execution of the sale deed the Apartment shall be free and clear of all encumbrances, lien and charges whatsoever.

9. LOAN/FINANCE

Ramprastha shall have the right and authority to raise finance, loan from any financial Institution/ Bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the said apartment provided that the apartment shall be free from all encumbrances at the time of execution of conveyance/sale deed. Financial institution/Bank shall always have the first charge on the said apartment for all their dues and other sums payable by the allottee or in respect of any loan granted to Ramprastha for the purpose of, the Group Housing Complex.

10. REPRESENTATIONS & WARRANTIES OF RAMPRASTHA

- (a) Ramprastha has represented that it is entitled to transfer/assign and/or alienate the Schedule I Land or any portion of it including the apartment's floor space car parking space in **"Pearl Club Residency"** constructed or to be constructed thereon by way of sale, lease, conveyance, mortgage, and/or handing over possession including but not limited to executing all document such as sale letters, sale deed, conveyance deed etc., in favour of any intending purchaser.
- (b) Ramprastha has represented and the Allottee has specifically agreed and acknowledged that the building plans in respect of the Group Housing Complex have been approved by GDA and other Competent Authority(ies). Ramprastha has represented and the Allottee has specifically agreed and acknowledged that the performance by Ramprastha, of its obligation under this agreement is contingent upon the approval being subsequently maintained and remaining valid and any subsequent amendments, additions, alterations and modifications in the building plans, as may be made by or at instance of the relevant authorities and/or Ramprastha and approved by the GDA, from time to time.
- (c) Ramprastha has represented and clarified to the Allottee that the building plans and the floor plans have been prepared on the basis of the guidelines issued by the GDA/ State government authorities and other Competent Authority(ies) and while preparing the building plans and the floor plans, all the essential requirements have been complied with. However, in case the GDA or the State government authorities direct to make any additions or alteration, Ramprastha shall carry out the same in accordance with law.
- (d) Ramprastha herein represents and warrants that it is competent to execute this agreement.

11. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

The Allottee covenants, represents, agrees, declares and undertakes to Ramprastha that:

- (a) The Allottee has read and understood Uttar Pradesh Apartment (Promotion of construction, ownership and maintenance) Act 2010 (Act) and its implication thereof in relation to the various provision of the Agreement and further confirms that the Allottee is in full understanding of the provision of the Agreement in relation to the Act and shall at all times comply with the provisions of the Act or any statutory amendments or modification thereof or the provision of any other law that may be applicable to the Apartment.
- (b) The Allottee has understood that Ramprastha may transfer and convey its rights, title and interest in the Apartment or any portion thereof and all common area and facilities in the Group Housing Complex of any nature whatsoever, in favour of any co-operative society/association or society of allottee/limited company/allottee, to be formed for common interest of all intending purchase of any apartment, from Ramprastha in accordance with the Act and the rules framed hereunder, as and when the same are made applicable to the Apartment or provision of any other

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law that may be applicable to the apartment.

- (c) The Allottee shall become a member of any association/society of Allottee as may be formed by Ramprastha on behalf of Allottee as stipulated under law for the time being in force and shall pay any fees, membership or subscription charges and complete such documentation and formalities as may be deemed necessary by Ramprastha for this purpose.
- (d) The Allottee understands that performance by Ramprastha of its obligations under this agreement is subject to approval of building plans by the Competent Authority(ies) and any subsequent amendments thereof and any addition, alterations or modifications, subsequent amendments, etc., in the plans as may be made by Ramprastha, and approved by the GDA.
- (e) The Allottee has full knowledge of the applicable laws, notifications, statues, rules and regulation applicable to the Schedule I Land and/or the Group Housing Complex. The Allottee has inspected all the approvals, permissions, sanctions, licenses, tentative building plans, granted by the GDA and by such other Competent Authorities and/or related department in favour of Ramprastha and ownership record or mutation entry in respect of the Schedule I Land, and all the rights, title and interest of Ramprastha and also Ramprastha rights to enter into the Agreement. The Allottee further acknowledges that Ramprastha has readily provided all information/clarification required by them in this regard. The allottee further agrees that they shall not demand, investigate or raise any objection in this regard at any time whatsoever hereinafter; the Parties also agree that the Allottee shall abide with all the terms and conditions of the maintenance services to be provided them by Ramprastha at a later stage.
- (f) The Allottee is aware of terms and conditions contained in the Agreement and that he has clearly read and understood his rights, duties, responsibilities, obligations under each and all clauses of the Agreement and undertakes to abide by and adhere to the same at all times.
- (g) The Allottee is aware of terms and Ramprastha has readily provided all information, clarification as required by him/her/them/it but the Allottee has not relied upon and is/are not influenced by any architects, plans, sales plans, sale brochures, advertisements, representations, warranties, statement or estimates of any nature whatsoever, whether written or oral, made by Ramprastha, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the apartment or the rooms therein or any other physical characteristics thereof or the terrain of landscaping or topical conditions or contours of the Schedule I Land. These services to be provided to the Allottee, the estimate facilities/ amenities to be made available the Allottee, or any other date except as specifically represented in this agreements.
- (h) The Allottee is entering into this agreement for the allotment of the Apartment with the full knowledge of all applicable laws, rules, regulations and notification to the Complex and hereby undertakes to comply with and carry out, from time to time after they have taken over for occupation and use the Apartment all the requirements , requisitions and demands which are required to be complied with by any development authority/ municipal Authority/government or any other Competent Authority in respect of the Apartment, Complex and/or the land on which the Group Housing Complex is situated at its own cost. The Allottee shall at all times indemnify, secure and keep harmless against all cost, consequence, damages, arising on account of non-compliance with the said requirements, requisitions and demands.
- (i) If the Allottee is/are non-resident Indian (NRI) or a foreigner then it shall be its responsibility to fully comply with all the provision of Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act, 1934 ("RBI"), any rules and /or guidelines made/issued thereunder and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India. The Allottee shall be solely responsible for any failure to comply with the applicable FEMA provision, RBI and/or any rules of guidelines made thereunder. The Allottee shall indemnify and keep and hold Ramprastha and its directors, employees, associates, etc. fully indemnified and harmless against any losses, damages impositions or liabilities including but not limited to any statutory liability, claim, action, penalties, charge, cost, expenses, etc. due to such failure. In the event of changes of the residential statues of the Allottee subsequent to the execution of this agreement, they shall immediately intimate the same to Ramprastha and comply with necessary formalities, if any, under the applicable laws.
- (j) The Allottee agrees that Ramprastha shall not be responsible towards any third party making payment/remittances on behalf of any of the Allottee and such third party shall not have any right in the application/ allotment of the Apartment applied for herein, in any way and Ramprastha shall be issuing the payment receipt in favour of the Allottee only. The Allottee agrees to abide by and comply with the bye-laws or house rules or such rules and notification issued from time to time by Ramprastha or the designated maintenance agency in the interests of the upkeep, cleanliness, security, etiquettes and maintenance of the complex. Any non-compliance with such rules and notification would be deemed to be an event of default.

12. RIGHTS AND OBLIGATIONS OF THE ALLOTTEE(S)

(a) Fire Safety

Ramprastha shall provide fire safety measure specified by the respective department of the Government of Uttar Pradesh in the Group Housing Complex as per the existing fire safety norms. If, however, due to any subsequent central, state or local legislation(s), government regulations/order and of directives or any change in the existing guidelines, it becomes obligatory on Ramprastha to undertake additional fire safety measure, the Allottee agrees that they shall be liable to pay proportionate charges in respect thereof.

(b) Express Rights

That save and except in respect of the Apartment to be allotted to the Allottee(s), the Allottee shall have no claim, right, title or interest of any nature whatsoever except the right of ingress/egress over or in respect of the complex, open spaces and all or any of the common area and the

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basement of the Complex.

(c) Common area Possession

The possession of the common area shall remain with Ramprastha who shall through the designated maintenance agency appointed by it, supervise the maintenance and upkeep of the same until the same taken over by the apartment owner's association.

(d) Electricity, Water and Sewerage Charges

- (i) The electricity, water and sewerage charges as applicable shall be borne and paid by the Allottee;
- (ii) The Allottee undertakes to pay additionally to Ramprastha on demand the actual cost of the electricity, water and sewer consumption charges and/or any other charge which may be payable in respect of the Apartment.
- (iii) The Allottee undertakes that it shall not apply to Uttar Pradesh Electricity Department or any other electricity supply company in his individual capacity for receiving any additional load of electricity other than being provided by the nominate maintenance agency.

(e) Entry Regulations

It is in interest of the Allottee to help maintenance agency in effectively keeping the Apartment and the Complex, in a good condition and secured in all ways. For the purpose of security, the maintenance agency would be free to restrict and regulate the entry of visitors into the Group Housing Complex.

(f) Permitted Use & Nuisance and Annoyance

- (i) The Allottee hereby agrees to use the Apartment for residential purposes in accordance with the Act and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and / or assets of the Complex or other occupants or equipments in the Complex or use the Apartment for any activity other than for residential purpose and not put to use the Apartment for any immoral, illegal or hazardous activity which would in any manner jeopardize Ramprastha's good will or reputation or life/assets/structure of the other occupants and indemnify and keep and hold the Ramprastha indemnified from all losses, damages and such other costs and expenses which may arise out of such non-compliance of the aforesaid by the Allottee. That the Allottee occupies and use the Apartment in such a manner so as not to cause any nuisance, or disturbance to the other occupants of the Group Housing Complex.
- (ii) The Allottee hereby agrees to use the utility balcony only for drying of clothes and no to use the regular balconies for the same as it would adversely affect aesthetics of the Complex façade.
- (iii) The Allottee shall not use the common area of Complex for the purpose of making any temporary or permanent structure for keeping/tying any pets. Pets shall only be allowed to stay within the premises of the Apartment/Unit allotted to the Allottee.

(g) Interior Maintenance & Insurance

The Allottee shall carry out all the interiors and refurbish the Apartment at its own cost and expense and shall also have the right to change flooring, wall finish, install partitions, air-conditioning unit or units, other electrical or electronic subject to the condition that any material change with regard to change in any walls or change adversely affecting the structure of the building in any way shall not be carried out by the Allottee. The Allottee agrees and understands that the insurance and the interiors of the Apartment shall be his/her/their/its responsibility and Ramprastha shall not in any case be held liable for any loss or damage arising out of or on account of any neglect or omission of the Allottee or his/her agents, contractor or on account of any neglect or omission of the allottee his/her agents, contractors or any one claiming under him/her/them/it.

(h) Signage

The Allottee agrees and undertakes that it shall not display any name, address, signboard, advertisements etc. on the external façade of the Apartment, tower and /or at any place in the Group Housing Complex. The Allottee would be permitted to place its name board only at the entrance to the Apartment or at such designated place as earmarked by Ramprastha for this purpose.

(i) Taxes and levies

- a. The Allottee shall be responsible for payment of all taxes, levies, assessments, demands or charges including but not limited to state sales tax, vat, service tax, if applicable under law, as levied or leviable in future on the Land, tower or Apartment or any part of the complex in proportion to its Super Area of the Apartment.
- b. Further the Allottee shall be liable to pay from the date of his/her/their/its application, house-tax, fire fighting tax or any other fee, cess or tax, as is applicable under law, as and when levied by any local body or any central/state authority and so long as the Apartment of the allottee(s) is not separately assessed to such taxes, fee or cess. The aforesaid shall be paid by the Allottee in proportion to the Super Area of the Apartment to the total Super Area of all apartment of the Complex, as the case may be, in the Complex. These taxes, fees, cesses etc. shall be paid by the Allottee irrespective of the fact whether the maintenance is carried out by Ramprastha or its nominee or any other body or association of all or some of the Allottee whether levied retrospective or prospective.
- c. The Allottee shall furnish his/her/their/its permanent account number issued by the income tax department to Ramprastha at the time of execution of this agreement.

(j) Alterations in the Apartment

- (i) The Allottee shall not make any such additions or alterations in the Apartment so as to cause blockage or obstruction in the common areas and facilities and services within the Group Housing Complex and/or to cause any structural damage and encroachment to the building(s)/tower in the Group Housing Complex.
- (ii) The Allottee shall not put any air conditioners or coolers on the windows of the Apartment which shall be visible from outside and not

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authorised to make any alterations and/or to install air-conditioners / Coolers.

- (iii) The Allottee shall not demolish any structure of the Apartment or any portion of the same or cause to make any new construction in the Apartment without the prior approval and consent of the Ramprastha and/ or the local authority, if required. The Allottee(s) undertakes that it shall not divide/ sub-divide the Apartment in any manner. The Allottee shall not change the colour and structure of the external facade of the Apartment including surfaces enclosed by borders.

(k) Joint Allotment & Registration of Address

In case of joint allotment, all communication, demand notices etc. shall be sent by the Ramprastha to the Allottee(s), whose name appears first and at the address given by him/ her/ them/ it, which shall for all purposes, be considered as served on all the Allottee and no separate communication shall be sent to the other named Allottee(s) unless otherwise informed by the Allottee in written. Any consent and/or discharge by the first named holder shall be valid discharge/ consent on behalf of all other co-holders to the Ramprastha in relation to such Apartment.

It shall be the responsibility of the Allottee to inform the Ramprastha by Registered A.D. Post about all subsequent (after execution of the present agreement) changes in his address, if any, failing which all demands, notices and letters posted at the earlier registered address all of which will be deemed to have been received by him/her in ordinary course of business at such address(es).

(l) Bulk supply of electricity

If permission to receive and distribute bulk supply of electricity in the Complex is received by Ramprastha or their nominated Maintenance Agency or the Association, the Allottee herein undertakes to abide by all the conditions of the sanction of the bulk supply and to pay on demand proportionate share of all deposits or charges paid or payable by the Maintenance Agency to whom permission to receive bulk supplies and distribute the same is granted. Subject to forgoing, Allottee shall execute a power supply agreement and/or any other document as may be required for the purpose containing requisite terms and conditions for receiving the electricity at his/her flat/Unit.

(m) Power Backup

The Ramprastha shall install equipment for power backup facility common to all apartments & for individual Allottee at no additional installation cost to the Allottee. It is however accepted by the Allottee that the availability of the said back-up power facility shall be as per the power back up facility agreement to be signed by the Allottee later. Further, the said power back facility is an additional feature and the Allottee herein shall not claim any loss/ damage, whether direct or consequential, from the Ramprastha in the event of default on the part of the maintenance agency/ association of Apartment owners/ body providing the same or continue to provide the same. In the event the Allottee requires any power back up for its appliances/equipments, the Allottee at his/ her/ their own cost and risk may install appropriate stabilizers/uninterrupted power supply units within the Apartment, but in no event such installation of Stabilizers/ UPS/ Apparatus etc., should conflict or adversely effect the power supply or power back up, supplied by the Ramprastha / Maintenance Agency. The said power back up facility shall be usage based and the Allottee shall regularly pay his/ her/ their proportionate share of costs, charges, expenses etc. incurred by the maintenance agency in providing the same. The Allottee accepts that it shall not claim damage/loss whether direct or consequential from the Ramprastha/maintenance agency or body providing the same in the event of low voltage, low frequency, inconsistent or non-availability of same for reasons beyond the control of Ramprastha/maintenance agency/any other body providing the same.

(n) Association of Owners

The Allottee undertakes to join the owner's association as may be formed by Ramprastha on behalf of the apartment owners and to pay any fee, subscription, membership charges thereof and to complete all such documentation/ formalities as may be required as and when deemed necessary by the Ramprastha for this purpose, failing which the same shall be treated unpaid proportion of the Total Price payable by the Allottee herein for the said Apartment and execution of sale deed of Apartment may be withheld by the Ramprastha till full payment thereof is received by the Ramprastha / maintenance agency.

The Allottee shall from time to time sign all applications, papers, documents, maintenance agreement and all other relevant papers, as required in pursuance to this transaction and to do all the acts, deeds and things as the Ramprastha may require for safeguarding the interests of the Ramprastha and other Allottee(s) in the Group Housing Complex.

(o) Nominee:

After the expiry of one year, the Ramprastha may at their sole discretion and subject to applicable laws and notifications of any governmental directions permit the Allottee to get the name of his/her nominee substituted, added, deleted, in his/ her place. The Ramprastha at the time of granting permission may impose such terms and conditions and charges as per their sole discretion.

13. Time is Essence

- (a) It is specifically and categorically understood and agreed by the Allottee that time is essence with respect to the Allottee's obligations to pay Total Price as provided in Payment Plan along with other payments such as applicable stamp duty, registration fee and other charges stipulated under this Agreement to be paid on or before due date or as and when demanded by the Ramprastha as the case may be and also to perform or observe all the other obligations of the Allottee under this Agreement.
- (b) It is also specifically and categorically understood and agreed by the Allottee that the Ramprastha shall not be obliged to send demand notice and/or reminders regarding the payments to be made by the Allottee.

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14. DELAY IN PAYMENTS

- (a) The Ramprastha shall raise a demand asking the allottee to make payments to the Ramprastha as per the Schedule of Payments as stated in Annexure II, within a period of fifteen (15) days from the date of issue of such demand letter whether sent electronically via email, or via post or courier. Upon such an occurrence, where the Allottee is unable to make the due payment within fifteen (15) days from the date of demand letter, the Ramprastha shall send the first reminder after the expiry of said fifteen (15) days, which shall be followed by the second reminder within next thirty (30) days. If the Applicant(s) defaults/does not pay any of the installments with interest even after the second reminder but no later than two (2) months from the due date of the outstanding amount, the Ramprastha may at their sole option cancel the allotment and intimate the said cancellation through a cancellation letter and thereby terminate this Agreement and forfeit the amount of Earnest Money and other charges including late payment charges and interest deposited by the Allottee.

However, Ramprastha will be entitled to charge interest @ 1.5% per month, compounded quarterly till the date on which such installment is paid by the Allottee, from the due date of installment as per the demand letter issued in accordance with the Schedule of Payments as per Annexure II.

- (b) The Ramprastha may, at its sole discretion, waive their right to terminate this Agreement, and enforce all the payments and seek specific performance of this Agreement. In such a case, the Parties agree that the possession of the Apartment will be handed over to the Allottee only upon the payment of all outstanding dues along with the interest, penalties etc., by the Allottee to the satisfaction of the Ramprastha.

15. POSSESSION

(a) Time of handing over the possession

Subject to terms of this Clause and subject to the Allottee having complied with all the terms and condition of this Agreement and the Application, and not being in default under any of the provisions of Agreement and compliance with all provisions, formalities, documentation etc., as prescribed by the Ramprastha, the Ramprastha propose to hand over the possession of the Apartment by **March' 2022**. The Allottee agrees and understands that the Ramprastha shall be entitled to a grace period of hundred and twenty (120) days, for applying and obtaining the occupation certificate in respect of the Group Housing Complex.

(b) Subject to clause 31, in the following circumstances, date of possession shall get extended automatically;

- (i) If, the completion of the Complex including the Apartment is delayed by reason of non-availability of steel and/or cement or other building materials, or water supply or electric power or slow down, strike or, lock-out or civil commotion or by reason of war or enemy action or terrorist action or earthquake or any act of God or due to any act, notice, order, rule or notification of the government and/or any other Public or Competent authority or due to delay in sanction of any revised building/ zoning plans or for any other reasons beyond the control of the Ramprastha, the Allottee agrees that the Ramprastha shall be entitled to the extension of time for handing over of the possession of the said Apartment/Unit.
- (ii) The Ramprastha as a result of such a contingency arising reserve the right to alter or vary the terms and conditions of this Agreement or if the circumstances beyond the control of the Ramprastha so warrant, the Ramprastha may suspend the construction of the Complex and this Agreement for such period as it may consider expedient. The Allottee agrees not to claim compensation of any nature whatsoever of this Agreement for the period of suspension of the construction of the Complex and this Agreement.
- (iii) If as a result of any law that may be passed by any legislature or rule, regulation or other or notification that may be made and/or issued by the government or any other authority including a municipal authority or on account of delay in sanctioning of plans or any other sanctions or approval for development or issuance of occupation certificate by appropriate Authorities, the Ramprastha are not in a position to hand over the possession of the Apartment, then the Ramprastha may, if so advised, though not bound to do so, at their sole discretion challenge the validity, applicability and/or efficacy of such Legislation, Rule, Order or notification by moving the appropriate courts, tribunal(s) and/or authority. In such a situation, the money paid by the Allottee in pursuance of this Agreement, shall continue to remain with the Ramprastha, and the Allottee agrees not to move for or to obtain specific performance of the terms of this Agreement, it being specifically agreed that this Agreement shall remain in abeyance till final determination by the court(s)/ tribunal(s)/ authority(ies). However, the Allottee may, if he/she so desires, become a party along with the Ramprastha in such litigation to protect Allottee rights arising under this Agreement.
- (iv) Further, in the event of Ramprastha succeeding in their challenge to the impugned legislation or rule, regulation or order, as the case may be, it is hereby agreed that this Agreement shall stand revived and the Allottee and the Ramprastha shall be liable to fulfil all obligations as provided in this Agreement
- (v) However, in the event the aforesaid challenge by the Ramprastha to the impugned legislation/ order/ rule/ regulation does not succeed and the said legislation/ order/ rule/ regulation becomes final, absolute and binding, the Ramprastha will appoint a receiver who shall have all the rights and authority to sell the entire Property and disburse the sale proceeds among the Allottee(s) on proportionate basis, for the amount attributable to the said Apartment, after making payments of the statutory dues and secured creditors and after deducting interest on delayed payments, processing fee, etc., and any other expenses attributable to the said Apartment. The receiver will disburse the payments within a reasonable time in such manner as may be decided by the Receiver and the Allottee agrees to accept the receiver's decision in this regard to be final and binding. Save as otherwise provided herein, the Allottee shall not have any other right or claim of

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whatsoever nature against the Ramprastha under or in relation to this Agreement.

- (vi) That the Allottee agrees and accept that in case of any default/ delay in payment as per the Schedule of Payments as provided in Annexure II, the date of handing over of the possession shall be extended accordingly solely at the discretion of Ramprastha till the payment of all outstanding amounts is made to the complete satisfaction of the Ramprastha.

16. PROCEDURE FOR TAKING POSSESSION

- (a) Subject to all other terms of this Agreement, and upon completion of the formalities stipulated in this Agreement, the Ramprastha shall offer in writing to the Allottee to take possession of the Apartment, for his/ her/ their/ its occupation and use.
- (b) Upon receiving intimation in writing from the Ramprastha, the Allottee shall within thirty (30) days take possession of the said Apartment from the Ramprastha after executing necessary indemnities, undertakings, and such other documentation as the Ramprastha may prescribe. The Ramprastha shall, after satisfactory execution of such documents and payments by the Allottee of all the dues under this Agreement including the payment towards stamp duty and registration charges, permit the Allottee to occupy the Apartment. If the Allottee fails to take possession of the Apartment, as aforesaid within the time limit prescribed by the Ramprastha in their notice, then the said Apartment shall lie at the risk, responsibility and cost of the Allottee in relation to all the outgoing cess, taxes, levies etc and the Ramprastha shall have no liability or concern thereof and further that the Ramprastha shall also be entitled to holding charges as provided under Clause 17.
- (c) Subject to the Allottee making all payments under this Agreement, the Ramprastha shall prepare and execute along with the Allottee a sale deed to convey the title of the said Apartment in favour of Allottee after the Allottee makes the payment of stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Agreement or as demanded by the Ramprastha from time to time prior to the execution of the Sale Deed. The Parties agree that after the Allottee has provided all the details, documents as provided in the written notice as stated in this Clause and/or other documents required for the purpose of registration of the Sale deed, the Ramprastha shall make all reasonable efforts to get the Sale deed registered within a reasonable time. The Allottee agrees and undertakes to make himself/ herself available for the purpose of registration on the date(s) as informed by the Ramprastha.
- (d) The Allottee agrees that if the Allottee is in default of any of the payments as forecasted, then the Ramprastha shall have the right to withhold registration of the Sale deed in his/ her favour till full and final settlement of all dues to the Ramprastha is made by the Allottee. The Allottee undertakes to execute Sale deed within the time stipulated by the Ramprastha in their written notice, failing which the Allottee authorizes the Ramprastha to cancel the allotment and terminate this Agreement in terms of Clause 21 of this Agreement and to forfeit out of the amounts paid by him/ her the Earnest Money, processing fee, interest on delayed payment, any interest paid, due or payable, any other amount of a non-refundable nature and to refund the balance amount deposited by the Allottee without any interest in the manner prescribed in Clause 21 herein below.
- (e) The Allottee shall be solely responsible and liable for compliance of all applicable laws including but not limited to the Transfer of Property Act, 1882, the provisions of Indian Stamp Act, 1899 (or any modification thereof), including any actions taken or penalties imposed by the Competent Authority(ies). The Allottee further undertakes to indemnify and keep and hold the Ramprastha indemnified and harmless against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against the Ramprastha, for non-compliance with any provisions of law in respect of the Apartment.

17. COMPENSATION :-

- (a) In case within a period of 6 months, from the date of handing over of possession from the Ramprastha {as mentioned in clause 15(a)}, which may be extended by a period of another four (4) months and subject to the provisions mentioned in Clause 31, the Ramprastha is unable to hand over the possession to the Allottee(s) even beyond such extension then in that case, the Allottee shall be entitled to receive payment of compensation for delay at the rate of Rs. 5/- (Rupees five only) per sq.ft. per month of the Super Area, from the date when the extended period expires till the date of possession. Such compensation shall be contingent upon Allottee(s) fulfilling and complying all the terms/ conditions of the present Agreement and further that the Allottee had never been in default or delay of payment of any installment as per the schedule of payment annexed hereto. The Allottee shall have no other claim against the Ramprastha in respect of the said Apartment and Parking Space under this Agreement during the said period of ten (10) months.
- (b) The Allottee agrees that the compensation as payable under Clause 17(a) hereinabove shall be payable only after the payment of last installment by Allottee(s) once the Allottee(s) fulfils all the condition as stated in Clause 16(b).
- (c) The Allottee agrees and understands that the compensation as mentioned hereinabove, that may become payable to the Allottee, will be paid only if the Allottee has not defaulted and or breached the terms of the present Agreement or defaulted in payments as per the payment plan annexed hereto this Agreement or in other words has complied with all the terms and conditions of the Agreement.
- (d) Notwithstanding anything contained hereinabove or elsewhere in this Agreement, in the event if there is delay in handing over possession due to the delay or non-receipt of the occupation certificate, completion certificate and/or any other permission/ sanction from the competent authorities, then in such an event no such compensation or any other compensation shall be payable to the Allottee.

18. FAILURE TO TAKE POSSESSION :-

18.1 It is agreed by the Allottee that in the event of the failure of the Allottee to take the possession of the said Apartment in the manner as aforesaid in For RBPL

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(Second Applicant)

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(Third Applicant)



Clause 16, then the Ramprastha shall have the option to cancel this Agreement and avail of the remedies as stipulated in Clause 21 of this Agreement. The Ramprastha may, without prejudice to their rights under any of the any of the clauses of this Agreement and at their sole discretion, decide to condone the delay by the Allottee in taking over the said Apartment in the manner as stated in this Clause on the condition that the Allottee shall pay to the Ramprastha the following amount:

- (a) Charges @ Rs. 5/- sqft. of the Super Area of the Apartment per month for the entire period of such delay.
- (b) Interest @ 1.5% per month compounded quarterly on the amount due as mentioned in the notice for possession from the due date till date of the payment.
- (c) Maintenance charges from the deemed date of possession as per notice of possession.

Further, Ramprastha also has the right to withhold conveyance or handing over for occupation and use of the said apartment till the charges with applicable overdue interest as prescribed in this Agreement, if any, are fully paid.

18.2 It is made clear and the Allottee agrees that the charges as stipulated in Clause 18.1(a) shall be a distinct charge and shall be in addition to maintenance charges or any other outgoing cess, taxes, levies etc. which shall be payable at the risk, responsibility and cost of the Allottee(s). Further, the Allottee agrees that in the event of his/her failure to take possession of the said Apartment within the time stipulated by the Ramprastha in their notice, the Allottee shall have no right or any claim in respect of any item of work in the said Apartment which the Allottee may allege not to have been carried out or completed or in respect of any design specifications, building materials, use or any other reason whatsoever and that the Allottee shall be deemed to have been fully satisfied in all matters concerning construction work related to the said

19. PERMITTED USE :-

The Allottee, hereby, agrees to indemnify the Ramprastha against any penal action, damages or loss due to misuse of the Apartment for which the Allottee shall be solely responsible. If the Allottee uses or permits the use of the said Apartment for any purpose other than as provided for in this Agreement, then the Ramprastha may send a notice to the Allottee to use the Apartment as stated in this Agreement and rectify/ cure the defect within a period of 30 days. In case the Allottee(s) does not cure/ rectify the defect, the Allottee shall be required to pay penalty/ damages @ Rs. 100/- (Rupees One hundred) per sqft on the Super Area, per day to the Ramprastha till the default is not cured/ rectified. Additionally the Ramprastha will also be entitled to disconnect the water and electricity connection of the defaulting Allottee in case the default is not cured by the Allottee within the notice period of thirty (30) days. The Ramprastha shall also be entitled to initiate legal proceeding against such defaulting Allottee.

20. MAINTENANCE AFTER POSSESSION

- (a) The Allottee shall, after taking the possession of the Apartment, be solely responsible to maintain the said Apartment at his/her own cost, in a good condition and shall not so or cause to be done anything in or to the Complex or the Apartment, or the staircases, lifts, common passages corridors, circulation areas, atrium or the compound, which may be in violation of any laws or rules of any authority or change or alter to make additions to the said Apartment and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the tower or pertaining to the Complex in which the said Apartment is located in not in any way damaged or jeopardized.
- (b) It is further agreed by the Allottee that air conditioners/ coolers, etc., shall be installed by the Allottee at places earmarked or approved by the Ramprastha in the Apartment and nowhere else. The Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows, etc., or carry out any change in the exterior elevation or design. The non-observance of the provisions of this Clause shall entitle the Ramprastha and/or the maintenance agency, to enter the Apartment/Unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (c) The Allottee(s) shall always maintain the apartment and also the surrounding areas strictly in accordance with the Building bye-laws and Rules framed in this regard by the competent authority(ies).
- (d) That the Allottee recognizes that the Apartment are being serviced / maintained by the maintenance agency and that any other external agency would be detrimental to the interests of the Apartment maintenance and upkeep.

21. EVENTS OF DEFAULTS AND CONSEQUENCES :-

21.1 It is specifically made clear to the Allottee that the Allottee shall perform, comply, abide by and adhere to all covenants and obligations required to be performed or complied with under this Agreement and the Application. Any default, breach, or non-compliance of any of the terms and conditions of this Agreement shall be deemed to be an event of default liable for consequences as stipulated herein. The event of default includes but not restricted to the following:

- (a) Failure to make payment within the time as stipulated in the Schedule of Payments as given in Annexure II, accepted by the Allottee and failure to pay the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to Interest Free Maintenance Security as demanded by the Ramprastha, any other charges, taxes, etc., as may be notified by the Ramprastha to the Allottee under the terms of this Agreement, interest on installments by whatever name called and all other defaults of similar nature.

For RBPL

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Authorised Signatory (Sole /First Applicant) (Second Applicant) (Third Applicant)

- (b) Failure to perform and observe any or all of the Allottee(s) obligations as set forth in this Agreement or to perform any other occupancy obligation, if any, set forth in this or any other related Agreement.
- (c) Failure to take over the Apartment for occupation within the time stipulated by Ramprastha or failure to pay the charges as stated therein.
- (d) Failure to execute the sale deed within the time stipulated by Ramprastha or the relevant authorities.
- (e) Failure to execute Maintenance Agreement and / or to pay on or before its due date the maintenance charges, IFMS or any increases in respect thereof as demanded by Ramprastha and / or its nominee and / or the appointed maintenance agency and/ or other body or association of allottee from time to time.
- (f) Failure, pursuant to a request by Ramprastha to become a member of the association of allottee(s) or to pay subscription charges etc. as may be required by Ramprastha or association of the allottee(s), (as the case may be).
- (g) Assignment of this agreement or any interest of the Allottee in this Agreement without prior written consent of Ramprastha or without payment of transfer charges or not executing documents as asked by Ramprastha for transfer, as may be fixed by Ramprastha from time to time.
- (h) Dishonour/stoppage of payment of any cheque (s) including post-dated cheque given by Allottee for any reason whatsoever.
- (i) Sale/transfer/disposal/dealing with, in any manner, the reserved parking space independent of the Apartment or selling of the additional allotted parking space to any third party other than occupant of the Complex.
- (j) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertaking, deed etc. or as demanded by Ramprastha which in the opinion of Ramprastha amounts to an event of default and Allottee agrees and confirms that the decision of Ramprastha in this regard shall be final and binding on Allottee.
- (k) Any breach of any of Allottee's obligations and duties under the Maintenance Agreement and any house rules as may be prescribed by the association/Ramprastha/maintenance agency in respect of the use and occupation of the Apartment.

21.2 Upon the occurrence of any of the event(s) of default in respect of covenants and obligations under this Agreement or maintenance agreement, or any violation by – laws / house rules as may be prescribed, Ramprastha may:

(A) In case the possession has not been handed over to the Allottee

- I. Due to the default envisaged under this Clause, the Ramprastha may give notice to the Allottee for rectifying the default within 30 days from the receipt of notice, failing which the Ramprastha shall have the right to, at its sole discretion, cancel and/or terminate the Agreement. If Ramprastha elect to cancel this Agreement, the Allottee shall have ten (10) days from the date of issue of notice of cancellation by the Ramprastha to cure/rectify the default as specified in that notice. Unless and until the Allottee rectifies the event of default, the Ramprastha shall not be obliged to enter into sale deed and that the Allottee shall be liable to pay charges as provided herein. The Allottee agrees that if the default is not cured/rectified within such ten (10) days, this Agreement shall be automatically cancelled without any further notice and Ramprastha shall have the right to retain the entire Earnest Money as specified in this Agreement along with the processing fee, interest on delayed payments, any interest paid, due or payable, any other amount of a non-refundable nature.
- II. The Allottee agrees that upon cancellation of this Agreement, the Ramprastha will be released and discharged of all liabilities and obligations under this Agreement and the Ramprastha shall have the right to resell the Apartment along with car parking space to any third party or deal with the same in any other manner as the Ramprastha may in their sole discretion deem fit as if this Agreement had never been executed and without accounting to the Allottee for any of the proceeds of such sale. In the event of the Ramprastha deciding to cancel this Agreement, the Ramprastha will refund the amount received from the Allottee, after deducting therefrom the Earnest Money along with the processing fee, interest on delayed payments, any interest paid, due or payable and any other amount of a non-refundable nature but only after realizing such refundable amount on further sale/resale to any other party. It is clarified here that after refund of the amount, the Allottee shall be left with no right, title, interest or lien over the said Apartment and parking space in any manner whatsoever and that the refund of the amount is subject to the Ramprastha getting another buyer for the said Apartment/Unit.

(B) In case the possession has been handed over to the Allottee

The Ramprastha may send a notice of the Allottee to cure/ rectify the default as specified in that notice within a period of thirty (30) days from the date of receipt of the notice. In case the default as stated in the notice is not cured/ rectified by the Allottee(s), within thirty (30) days, the Allottee shall be required to pay penalty @ Rs. 10/- (Rupees ten) per sqft of Super Area per day to the Ramprastha till the defaults is not cured/rectified. The Ramprastha will also be entitled to disconnect the electricity/water connection, as also other amenities, of the defaulting Allottee in case the default is not cured by the Allottee within thirty (30) days. Allottee also agrees and understands that the Ramprastha shall have first charge/ lien on the said Apartment/Unit in respect of any such non-payment of penalty/ damages as stated above. The exercise of above remedies is without prejudice to the other rights of Ramprastha as stated hereunder:

- (a) The allottee agrees that Ramprastha shall have the right to make additions to or put up additional structures in/ upon the said tower/ building or anywhere in the said property as may be permitted by the competent authorities and such additional shall be the sole property of Ramprastha which Ramprastha will be entitled to dispose off in any way it chooses without any interference on the part of allottee.
- (b) The Allottee agrees that Ramprastha, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional

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structures. The Allottee further agrees and undertakes that he / she / they it shall after taking possession of the said Apartment / Unit or at any time thereafter, not object to Ramprastha constructing or continuing with the construction of the other building (s)/blocks inside and/or outside / adjacent to the complex or claim any compensation or withhold the payment of maintenance and other charges as and when demanded by Ramprastha on the ground that infrastructure required for the said complex is not yet complete. Any violation of this condition shall entitle Ramprastha to seek remedies provided under this Agreement in cases of breach, non – payment, defaults etc.

22. MAINTENANCE

- (a) The Allottee hereby agree and undertakes that he/she/they/it shall enter in a separate tripartite maintenance agreement to be provided by Ramprastha with the maintenance agency as may be appointed or nominated by Ramprastha for the maintenance of the Group Housing Complex and the common areas therein ("Maintenance Agreement").
- (b) The Allottee agrees and undertakes to execute the Maintenance Agreement, with the maintenance agency identified/ nominated and/or appointed by Ramprastha. The Allottee further agrees and undertakes to pay the indicative and approximate maintenance charges as may be levied by the maintenance agency for the upkeep and maintenance of the Group Housing Complex, its common areas, utilities, equipment installed in the Group Housing Complex and such other facilities forming part of the property.
- (c) In addition to the payment of the maintenance charges to be paid by the Allottee(s), the Allottee agrees and undertakes to pay interest free maintenance security @ Rs. 50/- per sqft on the basis of the Super Area as provided in the maintenance agreement. (IFMS)
- (d) The Allottee further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all such demands, bills and charges as may be raised by the maintenance agency from time to time.
- (e) Ramprastha reserves the right to change, modify, amend, add, delete and / or impose such additional conditions in the Maintenance Agreement at its sole discretion from time to time.
- (f) The Allottee agrees that any violation of the terms of the Maintenance Agreement shall automatically be construed as an event of default under the terms of this Agreement. The Allottee hereby conveys his no objection in respect of the said maintenance agency nominated by Ramprastha for performing such services.
- (g) The Allottee agrees that Ramprastha or its nominated maintenance agency shall carry out the maintenance and common services and facilities pertaining to the said Complex from the date of issue of final notice of possession to the Allottee. The Allottee agrees to permit the Ramprastha or its nominated agency to enter into the Apartment or any part whereof, after due notice in writing and during the normal working hours, unless circumstances warrant otherwise with a view to carry out the maintenance of common services and facilities and to set right any defect in the Apartment or any defect in the Apartment above or below the Apartment. Any refusal of the Allottee to give such right to entry will be deemed to be a violation of this Agreement and Ramprastha shall be entitled to take such actions as it may deem fit. The Allottee shall pay necessary charges for maintenance of common services and facilities as determined from time to time. The Allottee also agrees to sign and execute a separate maintenance agreement with Ramprastha or its nominated maintenance agency, at the time of taking possession of the Apartment. It is clarified that scope of maintenance and upkeep of various common services within the building / Group Housing Complex and outside has been understood by the Allottee including the fact that the maintenance and insurance of individual Apartment shall always remain the responsibility of the Allottee(s).
- (h) The Allottee undertakes to pay the maintenance bills as raised by Ramprastha or its nominated agency from the date of notice for possession on pro – data basis irrespective of whether the Allottee is / are in actual possession of the Apartment or not. In order to secure performance by the Allottee in payment of the maintenance bills and other charges raised by the maintenance agency, the Allottee agrees to deposit with Ramprastha, IFMS @ Rs. 50/- for the Super Area of Apartment. In the event the Allottee fails and or neglects to pay the maintenance bill, other charges on or before the due date, the Allottee(s), shall not be entitled to receive the services being rendered by the maintenance agent and in addition hereto Ramprastha shall also have the right to adjust unpaid amount against maintenance bills out of amount of the IFMS. Ramprastha shall handover the corpus so collected, after settlement of accounts / adjustment of outstanding amounts, if any, to the society as and when the same is formed.
- (i) The actual maintenance charges shall be informed at the time of giving possession of the Apartment when the Maintenance Agreement would compulsorily be executed by and between the Allottee and the maintenance agency and /or Ramprastha. It is further agreed and acknowledged by the Allottee that the maintenance charges to be paid by him in respect of the maintenance services shall be payable as per the bills of maintenance agency without considering the interest as stated hereinabove.
- (j) The scope of maintenance and general upkeep of various common services within the building/tower, Complex shall broadly include but not be limited to operation and maintenance of lifts, generators, including diesel, fire, fighting system, garbage disposal and upkeep of common areas, water supply, sewerage system, common area lighting. The service outside the Apartment but within the Complex shall include maintenance of internal roads, pathways, boundary walls/ fencing, horticulture, drainage system, street lighting, water supply, general watch, security and such other services within Complex.

23. PURCHASE NOT DEPENDENT ON FINANCIAL CONTINGENCY

The Allottee may obtain finance from any financial institution / bank or any other source but the Allottee obligation to purchase the Apartment and making all the payments pursuant to this Agreement shall not be contingent on his/her/their/its ability or competency to obtain such financing, and the

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Authorised Signatory	(Sole /First Applicant)	(Second Applicant)	(Third Applicant)

Allottee will remain bound under this Agreement whether or not the Allottee has been able to obtain financing for the purchase of the Apartment.

24. INSURANCE

The structure of “**Pearl Club Residency**” may be insured against fire, earthquake, riots and civil common, military action etc. by Ramprastha or the maintenance agency, on behalf of the Allottee and the cost shall be paid by the Allottee as part of the maintenance bill raised by the maintenance agency but the contents inside each Apartment shall be insured by the Allottee at his/her own cost. The Allottee shall not do or permit to be done any act which may render void or voidable any insurance of any apartment or any part “**Pearl Club Residency**”.

25. UTTAR PRADESH APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) ACT 2010

The Allottee has confirmed and assured Ramprastha that prior to entering this Agreement he/she/it has read and understood the Uttar Pradesh Apartment (Promotion of construction, ownership and Maintenance) Act 2010 (“Act”) and its implications in relation to various provisions of this Agreement and the same shall be binding upon the Allottee.

26. BINDING EFFECT :-

- (a) Forwarding this Agreement to the Allottee by Ramprastha does not create a binding obligation on the part of Ramprastha or the Allottee unit firstly, the Allottee signs and delivers this Agreement with all the annexures and schedules along with the payments due as stipulated in the schedule of payments in Annexure – II at the address of Ramprastha within 30 days from the date of dispatch by Ramprastha of this Agreement and the copy of this Agreement duly executed by Ramprastha being delivered to the Allottee.
- (b) If the Allottee fails to execute and deliver to Ramprastha this Agreement within 30 days from the date of its dispatch by Ramprastha, then the application of the allottee shall be treated as cancelled and the earnest money paid by the Allottee shall stand forfeited.

27. ASSIGNMENT

This Agreement with its annexures together with the application supersedes any and all understandings, any other agreement, correspondences or arrangements whether written or oral if any between the Parties. The Agreement along with its preamble, recitals and the terms and conditions contained in the Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof. That the Parties further understand that the terms and conditions as mentioned in the application shall form part parcel of this Agreement and in the event of any conflict between the terms and conditions mentioned in the agreement and the application, the terms and conditions mentioned in this Agreement shall prevail.

28. ENTIRE AGREEMENT

This Agreement or any interest of Allottee in this Agreement shall not be assigned by the Allottee without prior consent of Ramprastha. The Allottee shall be liable for all legal, monetary or other consequences that may arise from such assignment and Ramprastha shall have no involvement whatsoever.

29. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALL SUBSEQUENT ALLOTTEE(S) / OCCUPIER(S)

It is clearly understood between the Parties that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment, “**Pearl Club Residency**” shall equally be applicable to and enforceable against any and all occupiers, tenants, licenses and/or subsequent Allottees of the said Apartment.

30. SEVERABILITY

If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable under any applicable law, such provisions 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 the applicable law and the remaining provisions of the Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

31. FORCE MAJEURE

Ramprastha shall not be held responsible or liable for not performing any obligation or undertaking provided for in this Agreement if such performance is prevented, delayed or hindered by act of God, fire, flood, explosion, war, riot, terrorist act, sabotage, inability to procure or general shortage of energy, labour, equipment facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions, change in law or any other cause not within reasonable control of Ramprastha.

32. INDEMNIFICATION

- (a) The Allottee(s) hereby undertake to keep and hold Ramprastha indemnified and harmless against all costs, expenses, claims, liabilities and

For RBPL

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Authorised Signatory	(Sole /First Applicant)	(Second Applicant)	(Third Applicant)



proceedings which may be caused to or suffered by Ramprastha or made or taken against Ramprastha, negligence or fault of the Allottee(s), misrepresentations or wilful misconduct, or due to non-compliance of any applicable laws, rules, procedures or any other laws, rules, regulations or directions, policies, guidelines and/or in respect of non-compliance of terms of this Agreement or otherwise.

- (b) The Allottee agrees and understands the employees, officials and or any other authorized person of Ramprastha shall provide relevant and necessary assistance for completing the procedural formalities in this Agreement. The Allottee agrees and undertakes to indemnify and keep and hold the employees, officials and or authorized person harmless and indemnified for any loss, arising out, in relation in connection of rendering such assistance.

33. COPIES OF THE AGREEMENT

Two copies of this Agreement shall be executed in originals and Ramprastha shall retain the first and send the second executed copy of the Allottee for his / her / its reference and record.

34. PLACE OF EXECUTION

The place of execution of this Agreement shall be at registered office of Ramprastha at New Delhi after the copies duly executed by the Allottees are received by Ramprastha. Hence, this Agreement shall be deemed to be executed at Delhi even if the Allottee (s) may have executed this Agreement in any other place other than New Delhi.

35. NOTICES

All notices, demands and other communications hereunder shall be in writing and shall be deemed to be given to the other party when delivered by registered A.D. post or courier services with proof of delivery. Either party may, by notice, specify a different person or address than the person listed below for the purposes herein.

IF TO RAMPRASTHA

Name: **RAMPRASTHA BUILDERS PVT LTD**

Address: **MARKETING OFFICE:- C-168 RAMPRASTHA COLONY**

GHAZIABAD, UP. - 201011

Fax No: **0120-4104841**

IF TO THE ALLOTTEE

Name:

Address:.....

.....

E-mail:

Fax No:

It shall be duty of the Allottee to inform Ramprastha of any change subsequent to the execution of this Agreement in the above address by registered post A.D. failing which all communication and letters at the above address shall be deemed to have been received by the Allottee.

36. JOINT ALLOTTEE(S)

In case there are joint allottee(s) all communications shall be sent to the address of the allottee(s) as mentioned in the aforesaid "Notice" clause by Ramprastha shall for all purpose be considered as served on all Allottee(s).

37. TRANSFER OF ALLOTMENT

37.1 Ordinarily, the transfer of allotment/ booking is not allowed by the Ramprastha.

37.2 However, Ramprastha at its sole discretion may allow the transfer of booking in deserving/special cases only, subject to the payment of transfer charges and only after payment of minimum locking amount by the Allottee. The Company, at its sole discretion, may reduce or waive transfer charges upon consideration of humanitarian / compassionate grounds, if any and the Allottee shall not claim any parity with other cases decided by the Company in this regard.

37.3 The above transfer shall be subject to the payment of transfer charges prevalent at the time of transfer to be decided by the Ramprastha, which shall not be less than Rs. 300 per Sq. feet in any event.

For RBPL
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Authorised Signatory (Sole /First Applicant) (Second Applicant) (Third Applicant)

38. FLOOR AREA RATIO (FAR)

The Applicant(s) agrees and understands that if the FAR is increased beyond the current applicable FAR of 2.5 by the Government Authority, the Company shall have the exclusive right and ownership on the additional FAR beyond the current applicable FAR. The company shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings in the Said Complex as per the approvals granted by the Governmental Authorities. As per the present sanction by GDA, FAR of the "Platinum" presently is 2.5 of the residential plot area, which comprises of fixed number of the Apartments in proportionate to the density i.e. 1650 PPH, and thereafter the company has right to purchase Permissible increased/Purchasable FAR beyond 2.5 of the residential plot from GDA and further company may use additional 5% FAR as per the norms of the Green Building by laws. Furthermore, 10% of the total FAR is compoundable; accordingly the numbers of the dwelling units/apartment and population density may be increased. The Applicant(s) agrees and undertakes to all such declarations/no-objections etc. that may be required by the Promoter Company / Ramprastha to avail such additional FAR. The Applicant(s) further agrees and confirms that on such additional construction by use of additional FAR, the additional construction shall be the sole property of the Company, which the Company shall be entitled to dispose of in any manner it chooses without any interference from the Applicant(s). The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Complex. The Applicant(s) acknowledges that the Applicant(s) has not made any payment towards the additional FAR and shall have no objection to any of such construction activities carried on the said Building/Said Complex. Also, in the eventuality of the change in FAR the company shall have the right to explore the terrace to achieve the enhanced FAR. That the company can make any type of changed in layout/elevation/design/alteration in open spaces area or parking space etc. as and when required and deemed fit by the company and signing this allotment and terms and condition it shall be presumed all time consent of the Allottee for always have been started herein.

39. DISPUTE RESOLUTION

- (a) Any dispute, controversy or claim ("Dispute") arising out of, relating to, or in connection with this Agreement, shall initially be resolved by conciliation between the parties and, if not resolved through such negotiations with thirty (30) days of the written notice to the existence of such dispute, be finally settled by arbitration of the sole arbitrator appointed by Ramprastha or his nominee within thirty (30) days after receipt of a request for appointment of Arbitrator, which notice should contain all information regarding the dispute (s) between the Parties.
- (b) The arbitration shall be conduct in accordance with the Arbitration and Conciliation Act, 1996 as amended up to date. The venue of arbitration shall be New Delhi, India and it shall be conduct in the English language.
- (c) Each Party acknowledges and agrees that Arbitration pursuant to this Section shall the sole and exclusive procedure for resolving any dispute, and that any award rendered by the arbitrator shall be final and binding upon the Parties.

40. GOVERNING LAW AND JURISDICTION

This Agreement will be construed, performed and enforced in accordance with the laws of India. The courts in New Delhi, India shall have exclusive jurisdiction to deal with any mater / dispute arising out of this Agreement.

41. INTERPRETATION

In this Agreement, unless the context requires otherwise:

- (a) The headings are for convenience only, and shall not in any way define or limit the scope of this Agreement.
- (b) Reference to this Agreement or any other instrument is a reference to this Agreement or that other instrument as amended, varied, remodeled substituted from time to time.
- (c) References to recitals, clauses, appendices and articles are references to recitals, clauses, appendices and articles of and to this Agreement.
- (d) Reference to any statute or any statutory provision includes a reference to that statutory provision as from time to time amended, extended or re-enacted.
- (e) A reference to this Agreement incorporates a reference to the annexure and schedules to this Agreement.
- (f) The use of phrase (s) word(s), term (s) in singular shall be equally applicable to both the singular and plural forms.
- (g) Capitalized expressions used in this Agreement shall have the meanings respectively assigned to them elsewhere in this Agreement.
- (h) All capitalized terms not defined/ described in this Agreement shall have the meaning ascribed to them in the Application. Further, all such capitalized terms defined the Application shall be deemed to be incorporated by reference in this Agreement.
- (I) Words of the masculine gender include the feminine and the neuter, and when the sense so indicates words of the neuter gender may refer to any gender.

For RBPL

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Authorised Signatory (Sole /First Applicant) (Second Applicant) (Third Applicant)



PLEASE
AFFIX
PHOTOGRAPH
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Annexure I

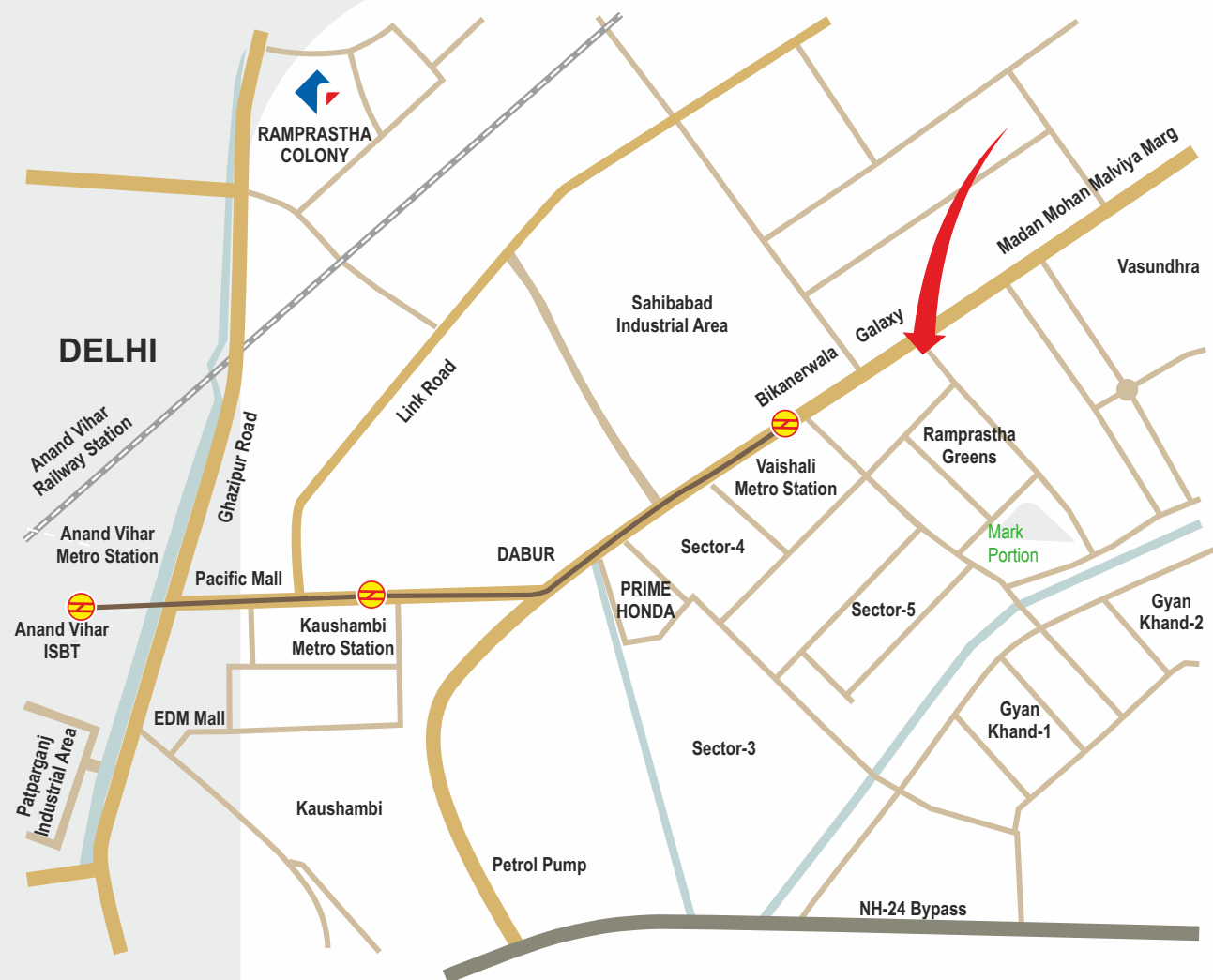
SCHEDULE OF PROJECT LAND

Plot Details:

Ramprastha is the owner and in possession of freehold land admeasuring **Square meters** forming part of **Khasra No.** at Village Pahlad Garhi, Pargana Loni, Tehsil & District Ghaziabad (Uttar Pradesh) and the said plot is located within the boundary of Ramprastha Greens Area in Vaishali Extension.

On the said plot Ramprastha has planned to build blocks of multi-storied Blocks/Towers. Out of these blocks, Block & , to be known as **"Pearl Club Residency** developed by **Ramprastha Builders Private Limited** (the Developer).

LOCATION MAP



The above Map is not in scale

For RBPL

X.....
Authorised Signatory

X.....
(Sole /First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

Annexure II

SCHEDULE OF PAYMENT

Name of First Allottee :

Name of Second Allottee :

Name of Third Allottee :

Project & Location : **The Pearl Club Residency** ☐



Ramprastha Greens, Vaishali Extn, Ghaziabad, U.P.

Type _____ Bedroom unit

Type of unit : Comprising of Drawing-cum-Dining + _____ Bedrooms + _____
Toilets + 1 Kitchen + _____ Balconies + _____ Servant Room

Flat No. : _____

Floor : _____

Super Area of Unit : _____ Sq. Ft.

Payment plan : i) Down Payment Plan ☐
ii) Custom Payment Plan ☐
iii) Construction Link Plan ☐

STATEMENT OF AMOUNT PAYABLE

Basic Sale Price : Rs.

Servant Room : Rs.

Car Parking : Rs.

Total Amount Payable : Rs.

Interest Free Maintenance Security : As Applicable/ Prevalent At the time of possession

Net Amount Payable : Rs. (In words)
.....)

For RBPL

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Authorised Signatory

X.....
(Sole /First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)



Annexure II (CONTD...)

PAYMENT PLAN

(I) DOWN PAYMENT PLANS.

S.No	Instalments	Amount (in Rs.) (W/o Tax)	Servant Room	Cumulative Total (in Rs.)
1.	On Booking			
2.	Within 60 days of Booking			
3.	At the time of offer of Possession			
	TOTAL AMOUNT (in Rs.)			

(II) CUSTOM PAYMENT PLAN

Paste Custom Payment Plan Here

For RBPL

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Authorised Signatory

X.....
(Sole /First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)

Annexure II (CONTD...)

PAYMENT PLAN

(III) CONSTRUCTION LINK PLAN

Area (Sq. Ft.)	As applicable
Basic Price/Sq. Ft.	As applicable
PLC	If applicable
Parking Bay	As Applicable
Servant Room	As Applicable
Service Tax	As Per Government Norms

INSTALLMENT- PAYMENT PLAN

NOTES:

1. Down payment price shall be calculated taking 9% rebate on 70% of Basic Price, which is subject to change without prior notice.
2. Stamp Duty/Registration Charges and Service Tax shall be payable by the Applicant(s) or Allottee(s).
3. One Car Parking Bay for each apartment is mandatory.
4. Price is subject to revision at the sole discretion of the company without prior notice.
5. Basic Sale Price = Price X Area of the Apartment.
6. Service Tax and Registration charges will be charged as per the existing Government rates, and in case of any revision in future by the Government, the same would be applied accordingly.

For RBPL

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Authorised Signatory

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(Sole /First Applicant)

X.....
(Second Applicant)

X.....
(Third Applicant)



Annexure - II
SPECIFICATIONS

FOR OFFICE USE ONLY

Tentative Specifications of Pearl Club Residency					
AREAS	WALLS	FLOOR	DOORS	WINDOWS/GLAZING	OTHERS
LIVING ROOM/ DINNING ROOM/ LOBBY	Acrylic Emulsion	Italian Finished Flooring	Hardwood door frames & UPVC Doors	UPVC Windows & Glazing	Provision of a sleeve and drain pipe for Split AC
ALL BEDROOM	Acrylic Emulsion	Italian Finished Flooring	Hardwood door frames & UPVC Doors	UPVC Windows & Glazing	Provision of a sleeve and drain pipe for Split AC
KITCHEN	Walls with Smooth Finish	Designer Anti-Skid Tiles	Hardwood door frames & UPVC Doors	UPVC Windows & Glazing	CP Fitting
BALCONIES/ OPEN TERRACES	Acrylic Emulsion	Anti-Skid Tiles	Hardwood door frames & UPVC Doors	UPVC Windows & Glazing	Acrylic Emulsion/Weather Proof paint
TOILET	Combination of Ceramic Tiles on the walls	Anti-Skid Tiles	Hardwood door frames & UPVC Doors	UPVC Windows & Glazing	Shower partition in master bedroom, single lever CP fittings, wash basin with platform and wall mounted WC pan
SERVANT ROOM/ UTILITY	Oil Bound Distemper	Ceramic Tiles	Hardwood door frames & UPVC Doors	Powder coated aluminium glazing	CP fitting & white chinaware
ELECTRICALS	Modular type switches & sockets, Copper wiring in all room.				
FACILITIES	High Speed Elevators; Power backup and treated water supply; Adequate basement parking.				
	Pedestrians paths, Jogging track with several trellises enhancing outdoor landscape				
	Club: Swimming Pool, Gymnasium, Table Tennis, Party Hall (Club Membership applicable & Club infrastructure would be common with Pearl Court)				
SECURITY	CCTV for Basement parking and Entrance lobby at Ground floor. Boom Barrier at the Entrance Gate				

PREPARED BY

LEGAL DEPTT

ACCOUNTS DEPTT

BROKER NAME, IF ANY

CHECKED BY

AUDITED BY

For RRPL

X.....

Authorised Signatory

X.....

(Sole /First Applicant)

X.....

(Second Applicant)

X.....

(Third Applicant)