

## AGREEMENT TO SALE

This AGREEMENT FOR SALE (hereinafter referred to as "Agreement", which expression shall include the Schedule(s) hereof and all amendments to be made from time to time) is executed at Ghaziabad on this \_\_\_\_\_ Day of \_\_\_\_\_.

### **BY AND BETWEEN**

M/s BABA CONSTRUCTION PRIVATE LIMITED (CIN No \_\_\_\_\_), a Private Limited Company having its registered office at G-83/201, Second Floor, Vijay Chowk, Laxmi Nagar, East Delhi, Delhi (PAN - \_\_\_\_\_), represented by its authorized signatory (Aadhar No \_\_\_\_\_, PAN- \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Promoter and its successor-in-interest, and permitted assigns)

### **[AND]**

Mr. \_\_\_\_\_, (Aadhar No.: \_\_\_\_\_, PAN: \_\_\_\_\_) S/o Mr. \_\_\_\_\_, R/o \_\_\_\_\_, hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee and his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

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

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

### **W H E R E A S**

**A** 1. The recitals, annexure/ s and schedules to this agreement shall form an integral part of this Agreement.

2. **In this Agreement, unless the context otherwise requires:**

- a. Headings are for convenience only and shall not effect interpretation;
- b. Words denoting the singular number shall include the plural and vice versa;
- c. Words denoting any gender shall include all genders;
- d. Words denoting persons shall include bodies of persona and corporations and vice versa;
- e. Where a word or phrase is defined, other parts of speech and grammatical forms of word or phrase and cognate expressional shall have corresponding meanings;
- f. Reference to any party shall include the party's successor and permitted assigns;
- g. References to any document shall be deemed to include reference to it and to its appendices, annexure, exhibits, recitals, schedules and tables as varied from time to time
- h. Documents executed pursuant to this agreement, form part of this agreement,

- i. Reference to any agreement or notice shall mean an agreement or notice in writing. Writing includes all means of reproducing words in a tangible and permanently legible form,
- j. Reference to this agreement to “recitals” and clauses are to the recitals and clause of this agreement,
- k. If there is any conflict in interpreting two or more clauses of this agreement same shall be interpreted harmoniously.

B. The Promoters are developing a Project namely “Kailasha Enclave” hereinafter referred to as the “Project” on a land measuring 22668.01 Sq. Mtr situate at Situated at Khasra No. 1231, 1232, 1233, 1234, 1242, 1243, 12444, 1245 and 1252, Village, Noornagar, Raj Nagar Extn, Ghaziabad, Uttar Pradesh.

C. Whereas,

- i. That the promoter had purchased the Project Land at Village Noornagar, Raj Nagar Extn, Ghaziabad from NR Buildcon Private Limited vide registered sale deed registered with Sub Registrar Second, Ghaziabad on 30-4-2013 Bahi No. 1, Jild No. 7058, Page no. 319 to 1132 Sr. No. 6543 and registered sale deed registered with Sub Registrar Second, Ghaziabad on 08-05-2013 Bahi No. 1, Jild No. 7095 Page no. 1 to 1016 Sr. No. 7034
- ii. That the promoter had planned for Development of Plotted Residential Project on the said project land for which necessary sanction have been obtained from Ghaziabad Development Authority (GDA) vide Sanction Plan Approval Dated 24-08-2023 for development of Residential Project comprising of 90 Residential Plots to be known as “Kailasha Enclave” (“Project”)
- iii. The promoter shall be free to sell, gift, let out or part with in any other manner, sub-divide, create charge, change land use, assign its rights, develop subsequent phases/ future phases etc. on the remaining Land as per its own discretion, in accordance with applicable laws and the Allottee(s) shall not be entitled to object to the same or claim any interest in the same in any manner.
- iv. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

D. The Allottee had applied for Plot No. [REDACTED] having an area of [REDACTED] Sq. Mtr in the Project vide application dated [REDACTED] for a total consideration of Rs [REDACTED] (Rs. [REDACTED]) and has been allotted the said plot vide Allotment No. [REDACTED]. The details of plot allotted and sold is provided in **Schedule A** and the Total Cost of Plot and Payment Plan for the same has been defined in **Schedule B**. The allottee has paid a sum of Rs. [REDACTED] (Rs. [REDACTED]) as booking amount being part payment towards the total price of the plot the receipt of which is acknowledged by the promoter. The allottee hereby agrees to pay the remaining price of the plot as may be demanded by the promoter as per the payment plan decided herewith.

- E. The Allottee hereby acknowledges that the land on which the project is proposed to be developed is owned by M/s Baba Construction Private Limited. The Ghaizabad Development Authority (GDA) has granted the commencement certificate to develop the project vide approval dated 13-10-2023 vide Sanction File No. GDA/LD/22-23/0949.
- F. The promoter has registered project having a total area of 22668.01\_Sq Mtr. under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow on \_\_\_\_\_ under registration No \_\_\_\_\_. The exhaustive list of details of the Promoter and Project are available on the website ([www.up-rera.in](http://www.up-rera.in)) of the Authority;
- G. The Allottee acknowledges that the layout plan of the Project is approved by GDA and that he has personally seen the layout plan and he has no objection whatsoever in respect of the layout plan of the Project.
- H. The allottee acknowledged that the Promoter has provided all the information, document, clarifications as required by the allottee and the allottee is fully satisfied in all respects with regard to the rights, title and interest of the promoter/land owners in the land on which the project is being developed and has understood all limitations and obligations of the Promoter in relation thereto. The allottee has relied on his own judgment and investigation in deciding to apply for allotment of the plot and has not relied up any one not influenced by any architect's plans, advertisements, representations, warranties, statements, estimates of any nature whatsoever, whether written or oral made by Promoter. No Written representations or statements shall be considered to be a part of this Agreement and this Agreement is self contained and complete in itself in all respects.
- I. The Allottee has confirmed to the Promoter that he is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project in general and in particular to the Plot and has clearly understood his/her/their rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement. The Allottee/s has relied solely on his/her/their own judgment and investigation, while deciding to execute this Agreement.
- J. The Promoter, relying on the confirmations, representations and assurances of the Allottee/s to faithfully abide by all the terms and conditions and stipulations contained in this Agreement, has accepted, in good faith, its application to allot Plot in the Project on the terms and conditions appearing hereinafter.
- K. The Allottee/s understands and agrees that only after execution of this Allotment Certificate & Agreement by him the allotment shall become final and binding upon the Promoter. If however, Allottee/s fails to execute and return one copy of this Allotment Certificate & Agreement within thirty (30) days from the date of its dispatch by the Promoter then the allotment shall be treated as cancelled at the sole discretion of the Promoter and the Earnest Money ( defined hereinafter) paid by Allottee shall stand forfeited. Further the allotment shall be automatically cancelled, if the booking amount cheque is not realized after its presentation with Bank.
- L. The Allottee hereby confirms that the Promoter has clarified to him that in case any terms and conditions contained herein is found inconsistent or contrary to the provisions of Real

Estate (Regulation & Development) Act, 2016 ('RERA ') and/or Rules made/to be made thereunder ('Rules' ), provision/s of RERA and/or Rules will supersede the same i.e. provisions contained herein stand/will stand amended in accordance with the provisions of RERA/Rules effective from the date of their applicability

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THIS AGREEMENT IS WTINESSETH AND IT IS HEREBY AGREED AND DECLARED BY THE PARTIES HERETO AS UNDER:**

**A. DEFINITIONS**

1. "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
2. "Allottee" means the person who has signed this agreement
3. "Authority" means Uttar Pradesh Real Estate Regulatory Authority.
4. "Basic Infrastructure Work" shall mean the internal road connecting the said plot to the public road, provision of sewer line/water supply line/electricity line/storm water drains outside the said plot.
5. "Common Area" means the internal roads, utility corridor, landscaping, greenery and green spaces to be provided by the Promoter in the project as per sanctioned lay-out. It is clarified that the allottee of the plot shall be given right to use the common area along with other allottees but shall not have any ownership rights in the same. It is further specifically clarified that the commercial area, club area and its appurtenant open area including plot for local shopping/shops are not common areas.
6. "Chowkidari/Safe Keeping Charges" means the charges towards guarding the said plot against encroachments/trespassing by the third party(ies), in case allottee fails to take actual and physical possession of the said plot after expiry of the period mentioned in the offer of possession.
7. "Earnest Money" means an amount equivalent to 10% of the Plot Cost of the said Unit.
8. "Government" means the Government of Uttar Pradesh;
9. "Association of Allottee(s) (AOA)" shall mean and include the Maintenance Society/Resident Welfare Association (RWA)/ Association or anybody, by whatever name called, that may be formed as per requirement of clause (e) of sub section (4) of section 11 of the Act.
10. "Holding Charges" means the administrative expenses of the Promoter to hold the said plot if allottee fails to take actual and physical possession of the said plot after expiry of the period mentioned in offer of possession.
11. "Malba Charges" means the charges to be incurred by the promoter towards removal of debris and other construction material that may be dumped by the allottee within the project and/or are adjoining the said plot while carrying out additional construction thereon.
12. "Maintenance Agency" shall mean a Promoter, firm, Association or body or such other persons as may be appointed by the Promoter or the Association of Allottee(s) for the purpose of maintenance of the said project.
13. "Person" means any individual, Promoter, corporation , partnership, government or government authority of agency or any other legal entity.
14. "Project" shall mean the project on land area of 22668.01 Sq Mtr as per approval given by

Ghaziabad Development Authority vide sanction dated 13-10-2023. It shall include 90 no. of residential plots along with common area, common facilities, open spaces in the project.

15. "Rules" means the Real Estate (Regulation and Development) Rules, 2016 as amended from time to time;
16. "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act), 2016;
17. "Section" means a section of the Act.

## **B. PAYMENTS**

1.
  - (a) The Allottee agrees that the timely payments as indicated in the Payment Plan are the essence of the allotment. If any installment / payment as demanded by the promoter and/or as per schedule is not paid when it becomes due, then the Allottee shall be liable to pay interest @15 p.a. on the delayed payment for the period of delay. However, if the same remains in arrears for more than three consecutive months, then the allotment shall automatically stand cancelled without any prior intimation to the Allottee and the Allottee shall be left with no lien/right/interest on the Said Plot in any manner whatsoever. In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest/compensation. However, in exceptional and genuine circumstances the Promoter may, at its own discretion condone the delay in payment exceeding three months by charging interest @ 15% p.a. alongwith the restoration charges as per Promoter policy and restore the allotment of the Said Plot, case it has not been allotted to someone else. In such a situation an alternate residential Said Plot/property, if available, may be offered in lieu of the same.
  - (b) The Allottee agrees that in default case, if part payment is received from him/her/them, such payment shall be first adjusted against the interest on delayed payments till date and then sequentially against the payments due. If after such adjustment there still remains some defaults for more than 3 months, it shall be a fit case for cancellation of allotment.
  - (c) The Allottee agrees that the refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments, if any, shall be made only out of the sale proceeds, when realized, from the re-allotment of the Said Plot. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee shall be accordingly delayed without a claim towards interest for such delay.
  - (d) The Allottee agrees that the payment shall be considered received when it actually gets credit to the Bank Account of the Promoter. Further the promoter is not obliged to inform the Allottee in case of dishonour of his cheque. The Allottee shall be responsible for the delay caused due to such reasons.
2. The Allottee understands & agrees that in case he, at any time, requests for cancellation of the allotment of the Said Plot, the Promoter shall have the right at its sole discretion to accept/reject such request for cancellation. It is further understood & agreed by Allottee that any such cancellation shall be subject to forfeiture of the Earnest Money and the balance, if any, be refunded without any interest, claims etc after adjustment of interest accrued on the delayed payments (if any), provided that the basic price of the Said Plot (as applicable then), upon its re-allotment to any person/s, is received. If for any reason, the re-allotment or sale realization from

such re-allotment is delayed, the refund to the Allottee shall be accordingly delayed without any claim towards interest for such delay.

3. The Allottee agrees that in case he wants to avail of a loan facility from his employer or financial institution/agency to facilitate the purchase of the Said Plot, the Promoter shall facilitate the process subject to the following:
  - a. The terms of the employer/financial institution/agency shall exclusively be binding and applicable upon the Allottee alone.
  - b. The responsibility of getting the loan sanctioned and disbursed as per the Promoters' schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Promoter, as per schedule, shall be ensured by the Allottee, failing which, the Allottee shall be governed by the provisions contained in Clause I as above .
  - c. In case of default in repayment of dues of the employer/financial institution/agency by Allottee, the Promoter may cancel the allotment of the Said Plot (the Allottee hereby authorizes the Promoter for this purpose) and repay the amount received till that date after deduction of Earnest Money, adjustment of interest on delayed payments and adjustment of other dues under various heads as stipulated herein, directly to employer/financing institution / agency on receipt of such request from financing agency without any reference to Allottee. Upon such cancellation, the Allottee shall have no right, interest or lien in the Said Plot. The refund to the employer/financing institution / agency and the Allottee (after deduction/adjustment amounts as aforesaid) shall be governed by the provisions provided in Clause I above.
  - d. The Promoter shall issue NOC to mortgage in favour of employer/financial institutions/agency based on the Allottee request subject to up to date payments of all dues.

### **C. COMPLETION OF DEVELOPMENT WORKS OF THE SAID PLOT**

1. That completion of the Basic Infrastructure Work of the Said Plot likely to be completed up to 31-12-2026 with a grace period of 6 (six) months subject to Force Majeure ( defined hereinafter) and subject to timely receipt of the entire cost & other payments as per the terms of allotment. However, if the Allottee opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected.
2. The Allottee understands and agrees that in case the Promoter is unable to transfer/ handover the Said Plot to the Allottee for any reason, whatsoever, beyond its control including Force Majeure Conditions (defined hereinafter) then the Promoter may offer an alternate residential Said Plot and in the event of non-acceptability by the Allottee, the Promoter will refund only the actual amount received from the Allottee till then (within the timeframe as may be mutually agreed) consequently the Allottee shall have no right, title, interest or claim of any nature, whatsoever respect of the Said Plot and in the Project. In such case the Promoter shall not be liable to pay any damages/ compensation or interest to the Allottee, whatsoever. The Allottee irrevocably agrees not to raise any dispute/demand/claim against the Promoter on account of it not providing '

the Said Plot or alternate residential Said Plot.

3. The final Plot area will be intimated after final physical measurement. In case of any variation actual area vis-a-vis allotted area, the difference of cost of the plot shall be adjusted on the basis of price decided at the time of booking. However, in case where final area of the plot varies beyond 5 % then the allottee shall have option to seek cancellation of the allotment without any forfeiture of Earnest Money. It is clarified neither party is liable to pay any interest on amounts so calculated due to change in area which shall become payable at the time of offer of possession. No cost adjustment shall be made on change in area dimension of the Said Plot i.e. length and width without any change in its area.
4. The Allottee acknowledges that the Project is under construction and as such the Promoter shall be entitled to make any variations, alterations, amendments or deletions in the facilities, open spaces, recreation areas or any other areas and /or relocate/realign service and utility connections and lines, as the Promoter may deem fit in the interest of the Project or if the same is required the concerned authority or due to architectural and structural reasons.
5. The Allottee shall carry out the construction on the Said Plot in accordance with the plans and specifications approved by the appropriate authority. The Allottee shall comply with all laws, rules, regulations and building byelaws applicable to the construction on the Said Plot a comply with the time frame, if any, stipulated by the concerned authorities for completing the construction/development thereon. The Allottee shall apply and obtain the approvals at its own cost and expenses.
6. The Allottee shall be responsible and liable for all consequences, claims, penalty, actions arising out of any breach or non-compliance of applicable laws and rules with regard to construction on Said Plot and shall keep the Promoter harmless and indemnified from consequences of non-compliance.
7. The Allottee shall carry out construction on the Said Plot subject to:
  - i. he shall not cause nuisance or annoyance to the other occupants in the adjoining area and/or
  - ii. he shall not raise any construction & structure including but not limited to laying foundation, boundary wall, fencing etc outside the dimension of the Said Plot.
  - iii. he shall not obstruct or block the Common Areas of the Project.
  - iv. he shall not stock construction material on the road or areas adjoining the Said Plot.
  - v. he shall not keep the foundation, runnels or other pits in the Said Plot open or exposed to weather causing any injury to contiguous or adjacent areas/buildings;
  - vi. he shall not dig any pits near the foundation of any buildings(s) thereby causing an injury or damage to such buildings and/or
  - vii. he shall not erect or permit to erect at any part of the Said Plot any stables, sheds other structures of any descriptions whatsoever for keeping horses, cattle, dogs, poultry.
  - viii. He shall not dump the construction materials/debris in the common areas of Project.

In case of non compliance of the aforesaid stipulations by the Allottee , he shall be liable to rectify the same to the satisfaction of the Promoter, failing which the Promoter may recover the expenditure incurred in such rectification from the Allottee. The Allottee shall also be liable for all consequences, claims, penalty, actions etc. arising there from and keep the Promoter harmless and indemnified in this regard.

8. The Allottee agrees to carry out and complete civil works, internal development, boundary walls etc. of the Said Plot at its own cost and expenses.
9. The Allottee or any person claiming through them shall not be entitled to subdivide the Said Plot or amalgamate the same with any other adjoining Said Plot. In case of joint Allottee(s), each Allottee share in the Said Plot shall always remain undivided, unidentified and impartible.
10. The Allottee agrees and understands that the facilities viz. club, community centre, shops, commercial premises etc., if any, will be developed/provided in the project and the completion of construction/provision of all these facilities may go as long as the completion of the entire Project depending on the market conditions and therefore some/all these facilities may not be available at the time of handing over possession of the Said Plot as such the same shall not be deemed to be non completion on part of the Promoter and the Allottee agrees not to raise any claim, dispute etc. in this regard.
11. The Allottee agrees that, if as a result of any legislation , order or rule or regulation made or issued by the Govt. or any other Authority or if competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Project/Said Plot or if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent authority (ies) become subject matter of any suit /writ before a competent court or due to Force Majeure Conditions , the Promoter , after allotment, is unable to deliver the Said Plot, the Promoter shall be only be liable to refund the amounts received from the Allottee without any interest and/or compensation, whatsoever.

#### **D. POSSESSION**

1. The possession of the Said Plot will be given after execution of Conveyance Deed/Transfer/Sale Deed, subject to (a) Force Majeure conditions, (b) completion of Basic Infrastructural Work and (c) receipt of all the amounts due and payable by the Allottee/s up to the date of such possession including maintenance charges, IFMS & other charges etc. to the Promoter.
- 2.

- i. The Allottee has to make up-to-date payment of all dues within 30 days of written offer of possession or Final Demand Notice (FDN). Further, the Allottee has to take possession of the Said Plot within 60 days of the written offer of possession or Final Demand Notice (herein "Said Period") from the Promoter failing which the Said Plot will lie at the risk & cost of the Allottee. In other words, possession of the Said Plot shall become due on the date of expiry of the said 60 days Period (herein "Possession Due Date"). The Allottee understands & agrees that the Maintenance charges (defined hereinafter) and other charges etc, as applicable, shall become due/payable effective from the Possession Due Date or the actual date of possession, whichever is earlier, whether or not the Allottee takes over possession of the Said Plot
  - ii. The Allottee understands & agrees that in the event of his failure to take over the possession of the Said Plot beyond 60 days from the Possession Due Date, then the Allottee shall be liable to pay Holding charges, Safe Keeping charges, Maintenance Charges, other charges etc. for the period of delay in taking over actual physical possession of the Said Plot.
3. The Allottee understands and agrees that in case he fails to take possession of the Said Plot after Possession Due Date then he shall be liable to pay Holding Charges @ Rs. 20 per sqmts per month and chowkidari/safe keeping charges @Rs. 10 per Sq. mtr per month respectively. The area of the Said Plot till the date of actual possession of the said plot. In case of delay of more than 6 months , the Promoter shall be entitled but not obliged to cancel the allotment refund the amounts deposited by the allottee till date after forfeiture of the earnest money.
4. If the promoter fails to give hand over possession of the plot along with ready and complete basic infrastructure works, within the stipulated time period as mentioned in the agreement with a reasonable extension of 6 months and subject to force majeure conditions, the promoter shall be liable to pay compensation @ Rs. 20 Per Sq. Mtr per month for every month of delay thereof.
5. In case of failure on part of the promoter to give timely possession of the plot, the allottee a non defaulting allottee who has made up to date timely payment of all sums due from him shall have right to terminate the agreement in which case the promoter shall be liable to refund the entire money paid by the allottee along with interest at the rate equal to MCLR (Marginal Cost of Lending rate) on home loan of SBI +1% unless provided otherwise under the rules within 45 days of receiving the termination notice
6. The allottee agrees that upon taking over the possession of the said plot he shall be entitled to use and occupy the said plot for residential purposes. The allottee further agrees to cause not to cause nuisance or annoyance to other said plot owners or residents of the Project, or to do any activity which is commercial or illegal or immoral; or to do or cause anything to be done around the said plot which tends to cause interference to any adjacent

are or in any manner interfere with the use of roads or amenities available for common use. The allottee shall indemnify the Promoter against any action, damages or loss due to misuse for which the allottee shall be solely responsible.

7. The Allottee agrees and undertakes to sign the Possession document/s, Maintenance Agreement etc. as and when called upon to sign by the Promoter and shall abide by its terms and conditions contained therein. The Allottee shall pay charges towards Interest Free Maintenance IFMS and recurring maintenance at the time of offer of possession.
8. The Allottee agrees that the possession date of the said plot as agreed upon is only indicative and the promoter may offer possession before that, in which case the balance installment shall become due and payable immediately.
9. The allottee agrees to pay in respect of his Said Plot all charges payable to various departments or to the Promoter (as may be applicable) for obtaining service connections of electricity, telephone, water, sewer etc. including Security Deposit for sanction and release such connections as well as service charges pertaining thereto as and when demanded. If the Promoter pays these similar charges in bulk to any public or private agency it shall be liable to recover the same on pro rata basis from the Allottee.
10. The Allottee agrees that if the Promoter provides infrastructure for Broadband, telephone cable TV etc. or any other value addition, then the Promoter shall be entitled to recover the cost on pro rata basis from the Allottee.

## **E. MAINTENANCE**

1. On offer of possession of Said Plot an Interest Free Maintenance Security (hereinafter IFMS) towards the maintenance and upkeep of the Said Plot/Project shall be payable by the Allottee to the Promoter. The IFMS shall become payable within 30 days from the date of offer of possession by the Promoter, whether or not the allottee/s takes possession of his/her Said Plot. In case of delay in payment of IFMS within this period, interest at the rate 18% p.a. shall be charged for the period of delay.
2. The Allottee(s) upon offer of possession of the Said Plot agrees to enter into a maintenance agreement with the Promoter or any association / body of Plot owners or any of its nominee/agency/association(s) or other body as may be appointed / nominated by the promoter (hereinafter referred to as "the Maintenance Agency") from time to time for the maintenance and upkeep of the Project. However, failure on the part of Allottee(s) to enter in to Maintenance Agreement for any reasons whatsoever will not absolve him from his obligation to pay Maintenance Charges and other related charges etc.

3. Commencing from the date notified by the Promoter for taking over possession of the Said Plot as aforesaid the Allottee agrees to pay to the Promoter or its maintenance agency the Maintenance Charges/IFM to be determined at the said time on the basis of size of said plot. The Allottee understands and agrees that the Maintenance Charges may be enhanced by Promoter or the Maintenance Agency from time to time. Incidence of any Taxes etc on Maintenance Charges and outsourced services shall be on the Allottee(s).
4. The Allottee(s) is liable to pay monthly/quarterly/yearly Maintenance Charges as intimated/demanded by the Promoter/ Maintenance Agency, irrespective whether the allottee(s) is in occupation of the Said Plot or not ,within a period of 7 days of demand. In case of delay in monthly/quarterly/yearly Maintenance Charges, interest @ 18% p.a. shall be charged for the period of delay. The Promoter/Maintenance Agency reserves the right to collect Maintenance Charges in advance as per its policy. No interest shall be payable on such advance collection.
5. In case of failure of the Allottee(s) to pay the Maintenance Charges on or before the due date, the Promoter shall have the right to recover the same from the IFMS. However , in such a case interest @ 18 % p.a. will be payable by the Allottee on the deficit amount of IFMS, from the date of its withdrawal till the date of its replenishment to the required amount of IFMS. Further, if the IFMS falls insufficient for the recovery of Maintenance Charges, the Promoter / Maintenance Agency in addition to levy of interest @ 18% p.a. for the period of delay shall also reserves the right to deny the Allottee(s) maintenance services and the Promoter/ Maintenance Agency /Allottee's Association will be entitled to effect disconnection of services to defaulting allottee(s) that may include disconnection of water/sewer, power, piped gas supply etc. and debarment from usage of any or all common facilities within the Project. Further, non-payment of Maintenance Charges shall constitute a breach of the terms contained herein by the Allottee/s.
6. The Promoter/Maintenance Agency shall maintain the Project till its maintenance is handed over to the Allottees ' Association/Local authorities or for a period of 1 year from the date of offer of possession given to 70% units in the project, whichever is earlier. The Promoter is not bound to maintain the Project beyond a period of one year from the date of offer of possession as aforesaid. The Allottee/s understands that the IFMS lying with the Promoter shall not earn any interest, either real or notional and no such amount shall be creditable to his maintenance or any other account and further agrees & undertakes not to raise any claim, dispute etc. in this regard. If the Allottees Association fails to take over the maintenance within that period, the promoter is authorized to cease the maintenance and return the IFMS after deducting any default of Maintenance Charges etc along with interest accrued thereon & other charges/deposits borne by the Promoter with respect to the Plot to the Allottee/s and discontinue maintenance of the Project. If the Allottee/s fails to accept the said return of IFMS within 15 days of written

intimation to such effect then the net of default IFMS shall lie with the Promoter without creating any liability to either provide maintenance or interest on the same. Further, it is clarified & understood by the Allottee/s that it will not be Promoter's obligation to handover the maintenance within the prescribed timeframe. The allottee authorizes the Promoter that on handing over of maintenance of common areas to the Allottees Association, the Promoter shall novate the Maintenance Agreement/electricity supply agreement etc to the Association without any objection from the allottee.

7. The Allottee will neither himself do nor permit anything to be done which damages Common Areas/facilities of the Project, adjoining Plot Villa/s / areas etc. or violates the rules or bye-laws of the Local Authorities or the Association of Allottee/s. The Allottee/s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Promoter may recover the expenditure incurred in such rectification from the Allottee's IFMS along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses than the Promoter shall be entitled to raise demand against it, which shall be strictly payable by the Allottee/s within 30 days of such demand. However, in such an event Allottee/s shall make further payment to maintain required balance of IFMS as applicable. The Allottee/s shall always keep the Promoter indemnified in this regard.
8. It shall be incumbent on each allottee to form and join a common Association comprising of the Allottees for the purpose of management and maintenance of the Project.
9. The common lawns and other common areas in the Project shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided an in any area for organizing meetings and small functions the same shall be used on payment basis.
10. The allottee or its nominees/agents/employees etc shall at all times comply with the rules and regulations laid down by the Promoter or its nominated maintenance agency including terms of maintenance agreements.
11. The maintenance of said plot and all services within its periphery including walls and partitions, sewer, drains, pipes, lawn and terrace area etc shall be exclusive responsibility of the allottee from the date of possession or possession due date whichever is earlier. However Promoter/maintenance agency shall always have the right to enter the plot after due notification required for the purpose of common maintenance.
12. Issues related to adjacent Plots including seepages shall be resolved between the concerned neighbors without resort to the Promoter/maintenance agency and the same shall not be ground for withholding maintenance charges.

## **F. TERMS OF GHAZIBAD DEVELOPMENT AUTHORITY (GDA) /OTHER COMPETENT AUTHORITY(JES)**

1. The Allottee or its nominees/ agents/ employees etc. shall at all times pay on demand such amount, which may be levied, charged or imposed now or in future or retrospectively, on account of GST/any taxes (municipal tax, property tax, wealth tax, service tax , water tax, sewerage other taxes etc), rates, duty, charges, cess, fee, assessment, etc. of any nature whatsoever, by local administration, State, Government, Central Government on the project/Said Plot building to be constructed there on by virtue of any notification or amendment in the existing laws { including any levy of any additional charges payable to the GDA other Competent authorities , any other taxation etc } and/ or any increase therein effected , on pro-rata basis. The Allottee agrees and understands that if such the pro-rata demand is raised as above said on the Allottee, the same shall be payable by the Allottee directly to the concerned government agency/ Competent Authority(ies) or department concerned or to the Promoter as the case may be.
2. The Allottee acknowledges and agrees that the infrastructure facilities / external services to be provided by GDA /other Competent Authority(ies) like water supply network, sewer, drains, roads, and electricity outside the Project are to be connected with the internal services of the Project. The Allottee acknowledges and confirms that the time frame and quality of execution of infrastructure facilities/ external services to be provided by the GDA /other Competent authorities are beyond the control of the Promoter and the Allottee agrees not to raise any claim or dispute against the Promoter in respect of the infrastructure facilities/external services by public agencies and also of the effect of such delay and inadequacy on the performance of internal services within the project.
3. The Allottee agrees that he shall always abide by all the terms and conditions of GDA/other Competent Authority(ies ), if any in respect of carrying out construction on the Said Plot.
4. The Allottee agrees that the construction on the Said Plot shall be carried out by the Allottee in accordance with the approved building plans and specifications as may be approved by GDA/ any other competent authority. The cost and expenses to be incurred in approval of plan shall be borne by Allottee.
5. The Allottee understands and agrees to comply with the time frame if any, stipulated by GDA any other competent authority for getting the construction to be done on the Said Plot.

## **G. SALE DEED/TRANSFER DEED**

1. The allottee undertakes to execute and get registered the conveyance/transfer deed in respect of Said Plot within 60 days from the date of intimation by the Promoter in writing, failing which, the Allottee authorizes the Promoter to cancel the allotment and forfeit the Earnest Money, interest on delayed payments etc. and refund the balance amount to the Allottee without any interest upon realization of money from re-sale /re-allotment of Said Plot to any other party.
2. The Allottee agree to pay all charges, expenses, stamp duty, registration fee and incidental expenses etc. toward Conveyance/Transfer Deed of the Said Plot, at the rate as may be applicable on the date of execution and registration of the Conveyance/Transfer Deed including documentation. If the Promoter incurs any expenditure towards the registration of the Said Plot, the same shall be reimbursed by the Allottee.
3. The Allottee agrees that prior to execution of Conveyance/Transfer Deed of the Said Plot he shall not assign/ attorn his interest/rights of allotment, as stipulated herein without taking prior consent of the Promoter. The Promoter may, at its sole discretion and subject to no subsisting breach of terms/conditions contained herein by the Allottee, up to date payment of dues under all various heads mentioned herein and subject to applicable laws & notifications or any government directions as may be in force, permit the Allottee to get the name of his/her/their nominee(s) substituted in his/her/their place subject to such terms and conditions and charges as the Promoter may impose and on payment of fee(s) & such other administrative /processing fees/other charges as may be prescribed by the Promoter from time to time. It is to be noted that first transfer of allotment shall not be charged by the promoter, but such transfer shall be permissible only after payment of 50% of the total cost of the plot by the allottee. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/assignment/nominations. In the event of any imposition of executive instructions at any time after the date of this Agreement to restrict nomination/transfer/assignment of the allotted Said Plot by any authority, the Promoter will have to comply with the same and the Allottee has specifically noted the same. If the Allottee is either a Firm or a Promoter, it has also understood that the change in majority of proprietary interest in Partnership Firm/Promoter shall require prior approval of the Promoter and shall be subject to applicable transfer fees. It is further clarified that any alteration and/or reconstitution and/or dissolution of the Allottee shall be construed as "Transfer" and shall be subject to such terms and conditions and administrative charges/processing fees/other charges as the Promoter may impose and on payment of such transfer fees as may be prescribed by the Promoter.

4. The Allottee agrees that he for any subsequent transfer of the Said Plot by way of sale or otherwise, after execution and registration of Conveyance/Transfer Deed, shall obtain " No Dues Certificate" from the Promoter as per the policy of the Promoter and /or the Maintenance Agency and on payment of such Administrative Charges as may be prescribed. It is clarified that the terms of this Agreement as well Conveyance /Transfer Deed to be entered with the Allottee shall be binding and applicable upon the subsequent buyer of the Said Plot.

## **H. INDEMNIFICATION**

1. The Allottee shall indemnify and keep the Promoter, its agents, employees, representatives, estate, indemnified against all actions, proceedings or any losses, costs, charges, expenses, losses or damage suffered by or caused to the Promoter, by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Allottee and due to non- compliance with any rules, regulations, laws as may be laid down by any authority/department//government and/or non-payment of municipal taxes, charges and other outgoings in respect of the Said Plot. The Allottee agree to pay such losses on demand that the Promoter may or likely to suffer. This is in addition to any other right or remedy available to the Promoter

## **I. SEVERABILITY**

The Allottee agrees that if any term/s / provision/s contained herein is determined to be void or unenforceable under applicable laws/order/notification then such term/provision shall be deemed amended or deleted in so far as reasonably with the remaining part of the terms and conditions of the allotment and to the extend necessary to conform to applicable law and the remaining shall remain valid and enforceable.

## **J. FORCE MAJEURE**

The allottee agrees that the Promoter shall not be held responsible or liable for not performing delay in performing any of its obligations as provided herein, if such performance is prevented delayed or hindered by any reason/s which are beyond the control of the Promoter and could have been prevented or reasonably overcome by the Promoter with the exercise of reasonable skill and care and does not result from negligence or misconduct of the Promoter materially and adversely affects the performance of any obligation hereunder including but not limited to non receipt of critical approvals, non availability of any building material and labour or enemy action or natural calamities or act of god or strike, lockout or other labour disputes, act of foreign or domestic de jure or de facto Government, whether by law, order, judgement, legislation, decree, rule, regulation or otherwise, revolution, civil disturbance, breach of peace, declared or undeclared ware, act of interference or action by civil or military authority or any other cause beyond control of the Promoter. It is clarified that the performance time be considered extended for a period of time equivalent to the time lost because of any such condition mentioned hereinabove.

## K. GENERAL TERMS AND CONDITIONS

1. The Allottee acknowledges that the Promoter shall have the right to raise loan from bank/financial institution/body corporate by way of mortgage/charge or any other mode manner by creating charge/mortgage of the Project along with the land underneath, subject to the condition that (i) the Promoter shall obtain no objection certificate ("NOC") from the bank/financial institution/body corporate with respect to the allotment of the Said Plot and( Said Plot shall be free from all encumbrances at the time of execution of Conveyance/Transfer Deed.
2. The address given in the Application Form/ Allotment Agreement shall be taken as final unless any subsequent change has been intimated under Regd. AD letter. All demand, notices, letters etc. posted at the address given in the Application Form/Allotment Certificate & Agreement shall be deemed to have been received by the Allottee.
3. The Allottee shall make all payments through Demand Draft / cheque drawn in favour "Baba Construction Private Limited Collection Account for kailasha Enclave" payable at Ghziaabad only or as may be directed by Promoter.
4. The Allottee shall not be entitled to subdivide the Said Plot or amalgamate the same with other Said Plots/adjoining area. In case of joint Allottee, each Allottee share in the Said Plot always remains undivided, unidentified and imitable and none of them shall be entitled to do partition of its share therein.
5. The allottee agrees and undertakes to pay GST/all rates, tax on Project/Said Plot, Municipal , property taxes, wealth tax, service tax, fees or levied on taxes of al and any kind by whatsoever name called, whether levied or leviable now or in future or retrospectively by the Government, municipal authority or any other government authority on the project/said plot as the case may be as assessable or applicable from the date of the allotment. If the said plot is assessed separately the allottee shall pay directly to the Government Authority and if the said plot is assessed jointly then the same shall be paid on pro-rata basis and the determination of proportionate share by the Promoter and demand shall be final and binding of the allottee. Additionally , if any additional taxes, cess by any government or authorized body is levied/imposed on the Promoter after the date of allotment including increase in any tax the same shall be proportionally passed and payable by the allottee levied/imposed on the Promoter after the date of allotment including increase in any tax the same be proportionately passed and payable by the Allottee.
6. The Allottee understands that he shall have no right and interest in the shops, club and its adjacent open areas including commercial areas/plots/s paces and community centre etc. if any constructed in the Project. Such areas shall be the property of the Promoter and title Promoter shall have sole right and absolute discretion to decide the usage, manner and

method of disposal of the same and appropriate revenue therefrom, on such terms and conditions, as it may deem fit and proper. The Allottee agrees that he shall have no right to interfere in the operation, management, manner of booking/allotment/sale of such areas to any person/s and as such he shall not raise any objection in any manner whatsoever in this regard.

7. The Allottee shall carry out construction on the Said Plot subject to that (i) it shall not cause nuisance , annoyance or cause damage to properties of other occupants in the adjoining areas, (ii) shall not obstruct/block the common areas of the Project, common amenities/facilities etc of the Project, and (iii) shall not stock construction material on the road or areas adjoining the Said Plot.
8. The Allottee understands that the Project will be developed/completed over a period of time and the Promoter shall also be carrying out extensive development /construction activities for many years in future. Further, the Promoter shall also be connecting /linking the facilities viz. electricity, water, sanitary/drainage system etc. of development /construction in the Project across various parts in the Project, which the Allottee understands and agrees not to raise any objection in this regard at any time whatsoever. The Allottee has confirmed that he shall not make any objection or make any claim or default any payment as demanded by the Promoter on account of inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/related activities as well as connecting/linking of facilities etc as above said.
9. The Allottee agrees and understands that allotment of Said Plot is on "as is where is" basis.
10. The Allottee understands and agrees that in order to maintain the uniformity and aesthetic of the Project he shall in all circumstances, whatsoever maintain the plinth level of the Said Plot at 0.50 mtr above the abutting road and the height of the boundary wall shall be 1.65 mtrs above road level to have uniformity in the project.
11. The Allottee understands and agrees that the Promoter might take bulk supply electricity connection to distribute power in the Township and as he shall not apply to the concerned department directly for supply of electrical energy. However, if for any reason the Promoter will not be in a position/decides not, to take bulk supply then in that case the Promoter will only be providing cable network for electricity distribution till the Said Plot and as such the Allottee shall at its own cost and expenses apply to the concerned department directly for supply of electricity through grid subject to its technical viability to the Said plot and building to be constructed thereon.
12. The Allottee shall not have any right in any commercial areas/plots/premises, community centres, shops, club and its adjacent open areas constructed in the Project. The Promoter shall be free to dispose of the same on such terms and condition, as it may deem fit and

proper. The Allottee shall not have any right to interfere in the manner of booking/allotment/sale of such commercial premises, buildings, shops, club etc. to any person/s and also in their operation and management.

13. The Allottee/s understands and agrees that the Promoter may at its sole discretion appoint/engage designated service provider(s) for various facilities in the Project viz. cable, intercom, satellite/cable/internet etc. The allottee agrees with the said arrangement and also specifically agrees that it will not be possible to grant flexibility in choosing vendors for various such services at the individual unit level and understands that he will have to go with the choice of such service providers at a bulk level for the entire project. Further, the allottee agrees to enter in to specific service supply agreements with each of these service providers a their standard commercial terms.
14. The allottee may be offered membership of the club, if provided, in the project on stipulated terms and fee at a prescribed rate but shall not above any ownership right to the club and its adjacent open. The allottee shall have to abide by the terms of membership of the club including payment of membership fee, recurring annual/monthly charges as well as usage charges.
15. The Allottee agrees that any unilateral alteration/changes made in this allotment certificate /agreement to sale by him shall render the Agreement as null and void to that extent.
16. The Allottee understands and agrees that in case of breach of any\_ terms & conditions contained herein including his failure to take possession of the said plot beyond a period of 60 days from the Possession Due Date then besides & without prejudice to Promoter's available herein including / under law, the Promoter shall have right to cancel the allotment/Sale the case may be) of the Said Plot and take over the possession of the Said Plot. As a result of the cancellation, the refund (if any) after deduction of Earnest Money and dues under various heads as stipulated herein shall be governed by the terms & conditions contained herein or« applicable policy framed from time to time by the Promoter. Further, the Promoter will thereafter, be free to re-allot and/or deal with the Said Plot in any manner whatsoever at its discretion.
17. The Allottee agrees that in case of NRI/Person of Indian Origin buyers, the observance of provisions of the Foreign Exchange Management Act, 1999, Reserve Bank of India and Rules made there under or any statutory notifications, amendments/s, modification/s made shall and all other applicable law as may be prevailing including that of remittance of payments , sale/Transfer deed of immovable property in India shall be the responsibility of the Allottee. The Allottee understands and agrees that in the event of failure on his part to comply with applicable guidelines issued by Reserve Bank of India, he shall be liable for any act under Foreign Exchange Management Act, 1999, as amended from time to time. The Allottee shall keep the Promoter fully indemnified and harmless in this regard.

The Promoter shall not be responsible towards any third party making payments, remittances on behalf of any Allottee/s such third party shall not have any right in the Allotment Certificate & Agreement, allotment the Said Plot in any way and the Promoter shall issue the payment receipts in favour of Allottee only.

18. The Allottee agrees that in case of joint Allottee, the Promoter may, at its discretion, correspond with any one of the Allottee which shall for all intents and purposes be considered as properly service on all the Allottees.
19. The Allottee agrees that in case of any dispute between the co-Allottee, the decision from competent court shall be honored by the Promoter.
20. The Allottee agrees that in case of any conflict between the terms/specifications mentioned in Promoter's sale brochures/CD, walk through, advertisement and other sale documents/s then the terms contained herein shall prevail.
21. The allottee agrees & undertakes to pay the stamp duty and/or other incidental charges if levied or imposed by any local administration, state, Government, Central Government or any other lawful authority on allotment certificate and agreement, maintenance agreement etc.
22. Wherever in this agreement it is stipulated that the allottee has to make any payment in common with other allottee(s) in the project, the same shall be the proportion which the plot area of his allotment bears to the total plot area of all the plots in the project.
23. The Allottee/s acknowledge and accepts that Promoter has informed & showed him that as per the present understanding received from consultants, GST is not payable on sale of the said developed plot and accordingly none is being charged by Promoter. However, if the competent authorities/court in future conclude that GST is payable on sale of the Said Plot or on this transaction and imposes any interest or other penalty thereon then the same shall be borne and payable by the Allottee/s. The Allottee/s further confirms that the Promoter shall have the charge on the Said Plot in respect of any amount outstanding and payable by the Allottee/s in terms of this Agreement

#### **L. JURISDICTION & LAWS OF INDIA**

1. The Allottee/s agrees that all or any disputes arising out or touching upon or in relation to the terms of this application including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996. The Arbitration proceeding shall be held at an appropriate location in Lucknow by the sole arbitrator who shall be appointed by the Promoter and whose decision shall be binding and final upon the parties, the Allottee agrees that he shall not have any objection to this

appointment, even if the person so appointed, as the sole arbitrator, is an employee / advocate of the Promoter or is otherwise connected to the Promoter and the Allottee/s agrees that notwithstanding such relationship/connection, the Allottee/s shall have no doubts as to the independence or impartiality of the said sole Arbitrator.

2. The courts at Ghaziabad shall have the exclusive jurisdiction in all matters arising out of/touching and/or concerning thereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands at the place and on the day, month and year, first above written under their respective signatures and in the presence of following witnesses.

Witness

Baba Construction Private Limited

1.

Authorized Signatory

2.

Allottee/s Signature

## SCHEDEULE : A

All that piece & parcel of Plot No. \_\_\_\_\_ admeasuring Area of \_\_\_\_\_ Sq. Mtr in Block \_\_\_\_ of Kailasha Enclave Situated at Village Noornagar, Raj Nagar Extn, Ghaziabad, U.P. bounded on four sides as under

East	:	Plot no. _____
West	:	Plot No. _____
North	:	Plot No. _____ /Road
South	:	Plot No. _____

## SCHEDEULE : B

### Particulars of Allotment

Name of Allottee	:		
Allotment No./ Date of Allotment	:		
Plot No./ Plot Area	:		
Payment Plan	:		

### Total Cost of the Plot is as under

<b>Total Cost Of the Plot</b>	<b>A</b>	<b>Rs. _____</b>
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### Other Charges Payable at the time of Offer of Possession

Interest Free Maintenance Service Deposit (IFMS)	<b>A</b>	<b>Rs. _____</b>
One Year Advance Monthly Recurring Maintenance Charges (MRMC)	<b>B</b>	<b>Rs. _____</b>
Duties and taxes (18% on MRMC)	<b>C</b>	<b>Rs. _____</b>
<b>Total Other Charges Payable at offer of possession</b>	<b>D= A+B+C</b>	<b>Rs. _____</b>

#### Note:

- 1) The Above cost does not include Registration Charges, Stamp Duty applicable as per Government Norms and Applicable Rates.
- 2) Electricity Connection Charges, Water Connection Charges, society formation charges and other Govt charges extra on actual basis.
- 3) Any future taxes that may be levied or change in rates of existing taxes wherever applicable shall be adjusted from the above.