

Photograph of
First Allottee

Photograph of
Second Allottee

AGREEMENT

This Agreement is executed on this ___ day of ___, 2022

Between

M/s Ruvik Buildtech Private Limited having CIN U45309DL2020PTC359873, a company incorporated in India, under the Companies Act, 1956 having its Registered office at 1, Ist Floor, Basantlok Community Centre, Vasant Vihar, New Delhi-110057 and Corporate office at 152, 5th Floor, Wing-A, Corenthum, A-41, Sector-62, Gautam Buddha. Nagar, U.P.- 201301 represented by its authorized signatory Mr. Angad Singh (Aadhar No. 3570 5365 4803) and Mr. Goutam Patra (Aadhar No. 7644 1200 6597) authorized vide board of resolution dated 12th April, 2022 hereinafter referred to as '**Promoter**' which expression unless repugnant to the context or subject shall mean and include its successors, representatives and assigns

AND

Mr./Ms. _____ (PAN _____, Aadhar _____) S/D/W of Mr. _____ Resident of _____ and Mr./Ms. _____ (PAN _____, Aadhar _____) S/D/W of Mr. _____ Resident of _____, hereinafter collectively referred to as "**allottee**", which expression unless repugnant to the context or subject shall mean and include their respective legal heirs, successors, representatives, assigns, administrators and executors

[OR]

_____ (CIN no. _____) a company incorporated under the provisions of the Companies Act, 1956/2013, having its registered office at _____, (PAN _____), represented by its authorized signatory, _____ (Aadhar no _____), duly authorized vide board resolution dated _____, hereinafter referred to as "**allottee**", which expression unless repugnant to the context or subject shall mean and include its successors, representatives, assigns, administrators and executors.

[OR]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____), represented by its authorized partner, _____) authorized vide _____, hereinafter referred to as "**allottee**", which expression unless repugnant to the context or subject shall mean and include heirs of partners, their successors, representatives, assigns, administrators and executors).

[OR]

Mr. _____ Son of _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, hereinafter referred to as the "**Allottee**" which expression unless repugnant to the context or subject mean and include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees.

WHEREAS Promoter is developing a Real Estate Project name of which is mentioned at Serial No. 13 in Schedule A on portion of land particulars of which are given at Serial No. 4 in Schedule A.

AND WHEREAS Promoter has offered to Sell/Lease and Allottee has agreed to take a Unit in aforesaid project. Parties hereto have arrived at an agreement, as per following terms and conditions.

NOW THE PARTIES HERETO DECLARE, UNDERTAKE AND AGREE AS UNDER

(A) Definitions

- (i) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)
- (ii) "Appropriate Government" means the Government of State, wherein Project is Located and in case Project is located in any Union Territory then Central Government
- (iii) "Building" means the building wherein the Unit is situated.
- (iv) "Carpet Area" shall have the same meaning as defined in the Act.
- (v) "**Common Areas and Facilities**" means:
 - i. The stair cases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of building, common lobbies, pathways and aisles, excluding Atrium, Terrace;
 - ii. The parks, play areas, open parking areas and common storage spaces;
 - iii. The premises for the lodging of persons employed for the management of the Project including accommodation for watch and ward staffs or for the lodging of community service personnel
 - iv. Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
 - v. The water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - vi. All community and commercial facilities as provided in the real estate project;
 - vii. All other portion of the Project necessary or convenient for its maintenance, safety etc., and in common use.
 - viii. All electrical shafts, D.G. shafts, Plumbing and fire shafts on all floors and rooms, staircases, munties, lift machine rooms and water tanks. In addition entire services area including but not limited to electric sub-station, transformers and the services area in the basement i.e. D.G. set room, underground water and other storage tanks, pump room, shall be counted towards common areas
- (vi) "Conveyance deed" means Sale Deed or Sub-Lease deed, as per nature of allottee's ownership of unit mentioned at Serial No. 21(f) & 21(g) of Schedule A
- (vii) "Earnest Money" means 10% of Basic Sale Price Plus GST thereon mentioned at Serial No. 22(a) & 22(b) in Schedule A
- (viii) "Floor" means the Floor of Building wherein Unit is Located
- (ix) "Force Majeure Conditions" means any condition or event or combination of events or circumstances beyond the control of the Promoter which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Promoter's ability to perform

obligations under this agreement, which shall include but not be limited to:

- i. Acts of God i.e. fire, drought, flood, earthquake, epidemics, pandemic, natural disasters etc.
 - ii. Explosions or accidents, air crashes and shipwrecks, act of terrorism.
 - iii. Strikes or lock outs, industrial dispute, curfew and restrictions by the administration due to law-and-order situations.
 - iv. Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
 - v. War and hostilities of war, riots, revolts, mutiny, or civil commotion
 - vi. The promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the party/company from complying with any or all the terms and conditions as agreed in this Allotment; or
 - vii. any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Project/Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever.
- (x) “Force Majeure Period” mean the period during which Force Majeure Conditions prevails and will also include further period during which impact of force majeure conditions continue to effect the normal business operations and will include period till situation returns to normal.
- (xi) “Land Allotting Authority” means the Authority/Agency whose name is mentioned at Serial No. 6 in Schedule A.
- (xii) “Land” means piece/parcel of land particulars of which are mentioned at Serial No. 4 & 14 in Schedule A.
- (xiii) “Landowner(s)” means the persons to whom Land has been allotted by Land Allotting Authority and whose particulars are mentioned at Serial No. 7 in Schedule A.
- (xiv) “Project” means Real Estate Project name of which is mentioned at Serial No. 13 in Schedule A, which is being developed on portion of land particulars of which are mentioned at Serial No. 14 of Schedule A.
- (xv) “Raw/Shell Condition” means only structure without finished flooring, without interiors, without painting, with all cables, pipelines, services, etc. terminating at one point
- (xvi) “Regulations” mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (xvii) “Rules” mean Rules framed under Real Estate (Regulation and Development) Act, 2016
- (xviii) “Schedule” means Schedule A or Schedule B or Schedule C or Schedule D or Schedule E appended/attached to this agreement
- (xix) “Section” means a section of the Act.

- (xx) "Super Area" means the Carpet Area of the Unit and share of Common Areas in the Building/Project.
- (xxi) "Unit" means Unit in the Project particulars of which are mentioned at Serial No. 21(a) to 21(i) of Schedule A.

Information provided by Promoter:

- (B) Land Allotting Authority has allotted Land to Landowners vide details mentioned at Serial No. 8 in Schedule A.
- (C) Permissible Usage of Land is mentioned at Serial No. 11 in Schedule A.
- (D) Building Plans for construction of building on Land have been approved as per details mentioned at Serial No. 15 and 16 in Schedule A. Promoter agrees and undertakes that it shall not make any changes to the above mentioned approved building plans except in strict compliance with section 14 of the Act and other laws, as applicable
- (E) Promoter has disclosed encumbrances, if any, on Land at Serial No. 28 in Schedule A.
- (F) Promoter has registered the Project with concerned Real Estate Regulatory Authority as per particulars provided at Serial No. 17 to 20 in Schedule A.
- (G) Additional information/disclosures, if any provided/made by Promoter are mentioned at Serial No. 29 in Schedule A.
- (H) Promoter is fully competent to enter into this Agreement.

1. BASIC AGREEMENT:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter hereby agrees to transfer the Unit to Allottee and allottee hereby agrees to take the Unit from Promoter on leasehold/freehold basis, as mentioned at Serial No. 21(f) & 21(g) of Schedule A. Floor Plan of Unit is annexed herewith as Schedule C.
- 1.2 Total Price for the Unit payable by Allottee to Promoter is mentioned at Serial No. 23 of Schedule A. Breakup and Description of various charges included in Total Price is mentioned at Serial No. 22(a) to 22(f) in Schedule A. Rate Per Square Feet of Carpet Area of Unit is mentioned at Serial No. 24 in Schedule A.

Explanations/Notes:

(i) Total Price includes the booking amount paid by allottee to Promoter for Unit;

(ii) Total Price includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Unit to the allottee:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the Promoter shall be increased/reduced based on such change / modification and Total Price payable by allottee to Promoter shall accordingly increase/decrease.

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount of instalment of Total Price payable by Allottee and the Allottee shall make payment of amount demanded by the Promoter within the time and in the manner specified therein;

(iv) In case Court or Government or Land Allotting Authority, enhances the cost of Land, enhanced amount alongwith interest if any, shall be borne by allottees of different units on Land and therefore Total Price [as well as per square feet rate mentioned at Serial No. 24 of Schedule A] payable by allottee to Promoter shall increase accordingly.

(v) Stamp Duty, Registration Charges and Expenses involved in registration of Conveyance Deed for the Unit as well as this agreement shall be borne by allottee separately.

- 1.3 Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay in terms of this agreement and due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the allottee.
- 1.4 Allottee(s) shall make the payment as per the payment plan set out in Schedule D (“Payment Plan”).
- 1.5 Specifications of Unit are mentioned in Schedule E. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in Schedule E without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee or minor changes or alterations as per the provisions of the Act.
- 1.6 Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of Floor is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter may demand that from the Allottee as per next milestone of the Payment Plan. All these monetary adjustments shall be made at same per square feet rate as mentioned at Serial No. 24 in Schedule A with modification therein with change in Total Price as per this agreement.
- 1.7 Subject to clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Unit as mentioned below:
- (i) The Allottee shall have exclusive rights of the Unit in accordance with nature of allottee’s ownership as mentioned at Serial No. 21(f) & 21(g) in Schedule A;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act.

- (iii) Computation of the price of Unit includes recovery of price of land, cost of construction, internal development charges, external development charges, taxes, cost of providing electrical connectivity to the Unit, common lifts, fire detection and fire fighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Project;
- 1.8 It is made clear by the Promoter and the Allottee agrees that Building will be constructed in Phases (Floor-Wise). Though there will be common building plans for the whole building, different floors of the same building shall be constructed in different phases, which have been registered as separate projects with Real Estate Regulatory Authority. Allottee understands that there will be services, facilities and amenities which will be common to all these phases. Allottee understands that after handing over possession of Unit to Allottee, Promoter will be carrying on construction and development works of other Floors/Phases of the Building, to which Allottee shall not have any objection.
- 1.9 The Promoter agrees to pay all outgoing before transferring the possession of the Unit to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.10 Allottee has paid booking amount being part payment towards the Total Price of the Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan as may be demanded by the Promoter within such time and in the manner specified therein.
- Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules for the period of default.
- 1.11 Notwithstanding anything to the contrary in this agreement, promoter shall have all rights and authorities to do or omit do such acts which it may deem fit and proper in best interest of Project and majority of the allottees even if it is contrary to interest of any particular allottee or group of allottees.

2. **MODE OF PAYMENT:**

- 2.1 Subject to the terms of Agreement, Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) issued in favour of name as mentioned at Serial No. 25 in Schedule A and payable at Place mentioned at Serial No. 26 in Schedule A.
- 2.2 In the event any cheque deposited by allottee is dishonoured by the bank for any whatsoever reason, the Allottee shall be liable to pay the cheque dishonour charges @ Rs.500/- (Rupees Five Hundred Only) or any other amount as may be notified from time to time, with applicable taxes per event of dishonour / bouncing and/or such other charges/taxes as may be levied by the bank in respect of the same from time to time. Payment of aforesaid charges shall be in addition to the liability of Allottee for payment of interest on the delayed payments as per the terms of this Agreement.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law of the land. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Unit, if any, and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. It is clarified that payments made by Allottee shall be first adjusted towards the payment / satisfaction of any outstanding or past interests/dues/amounts, if any, and thereafter same shall be adjusted towards current demand/total price.

5. **TIME IS THE ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with Real Estate Regulatory Authority and/or if any such extension is granted for handing over the Unit to the Allottee. Similarly allottee shall make timely payment of instalments and other dues payable by him/her as per Payment Plan.

6. **CONSTRUCTION OF THE PROJECT/ UNIT:**

The Allottee has seen and accepted the specifications of the Unit, Payment Plan and Floor Plan of Unit, annexed with this agreement. The Promoter shall develop the Project in accordance with the said approved layout plans and annexed floor plan and specifications. Subject to the terms contained in this Agreement, the Promoter undertakes to strictly abide by building plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by Law/Competent Authority and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act.

7. **POSSESSION OF THE UNIT:**

- 7.1 **Schedule for possession of the Unit** - The Promoter agrees and understands that timely delivery of possession of the Unit to the allottee is the essence of the Agreement. The promoter based on the approved plans and specifications assures to handover possession of Unit by the date mentioned at Serial No. 20 in Schedule A unless there is delay due to Force Majeure Conditions. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter in respect of allotment within 120 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any interest, right, claim etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Allottee shall not be entitled to any interest or compensation for the period during which Force Majeure Conditions were existing. Promoter will not be liable to perform any of its obligations either regarding construction or for payment of any money or return or interest or compensation of any nature whatsoever to allottee during Force Majeure Period.

Without subjecting itself to any legal obligation, promoter has represented that it may offer possession of unit to allottee by the date mentioned at Serial No. 27 in Schedule A. Allottee confirms that he will not entered into this agreement/transaction on the basis of tentative date of possession mentioned at Serial No. 27 in Schedule A and allottee will not raise any grievance or claim any interest or compensation in case possession is not offered by the date mentioned at Serial No. 27 in Schedule A. Confirmed date of offer of possession of Unit by promoter to allottee remains the date mentioned at Serial No. 20 in Schedule A.

- 7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate for the Floor from the Competent authority shall offer in writing the possession of the Unit within 60 days, to the Allottee in terms of this Agreement and Allottee shall take possession within thirty days from the date of issue of such notice. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or Association of allottees, as the case may be.
- 7.3 **Failure of Allottee to take Possession of Unit** - Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and documents, and the Promoter shall give possession of the Unit to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges, as applicable and shall further be liable to pay to the Promoter per day holding charges of Rs. 5/- per sq. ft. of super area for the period of delay in taking possession. In case allottee fails to take possession of Unit within 6 (six) months from the date of offer of possession of Unit by Promoter, Promoter may cancel allottee's booking/allotment and in such a case Promoter will refund the money paid by allottee after forfeiting earnest money, brokerage, taxes and interest paid/payable by allottee for delay in payment of instalments.
- 7.4 **Possession by the Allottee** -After obtaining the occupancy certificate and handing over possession of the Unit to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans to the association of Allottees or the competent authority, as the case may be, as per the local laws.

As there may be multiple projects on Land/Building there may be multiple associations of allottees each for different project and there may also be common association of allottees of different project or federation of different associations. In case there is common associations of allottees of different projects on Land or if there is federation of different

associations, promoter shall hand over the documents and plans to such common association/federation and if such common association/federation does not exist, promoter may hand over the documents and plans to any association of allottees of any project on Land.

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

Provided that where the allottee proposes to cancel/withdraw from the project, the promoter herein is entitled to forfeit the earnest money, brokerage, taxes and interest paid/payable by allottee for delay in payment of instalments, the promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 90 (ninety five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on reallotment of Unit or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier.

It is clarified that whenever a booking/allotment is cancelled due to any reason whatsoever any and all payments made by promoter to allottee (including under the head of returns) shall be treated as part of refund of principal amount of price/consideration/money paid by allottee to promoter

- 7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter and Confirming Party (if any) hereby represents and warrants to the Allottee as follows:-

- (i) The Promoter has requisite rights to carry out development upon Land and actual, physical and legal possession of the area of Land on which Project is being developed;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) Particulars of encumbrance on land, if any, are mentioned at Serial No. 28 in Schedule A;
- (iv) There are no litigations pending before any Court of law or Forum with respect to title of Land, Project or the Unit;
- (v) Promoter shall keep the required approvals, licenses and permits issued by the competent authorities with respect to the Project valid and subsisting at all times. Further, the Promoter shall, at all times, remain in compliance with all applicable laws in relation to the Project, Land, Building and Unit and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which may, in any manner, affect the rights of Allottee under this Agreement;
- (viii) It is hereby confirmed that the Promoter is not restricted in any manner whatsoever from transferring the said Unit to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of conveyance deed/lease/sub-lease deed the Promoter shall handover lawful, vacant, peaceful, possession of the Unit to the Allottee;
- (x) Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities till the completion certificate has been issued.
- (xii) With effect from date offer of possession of Unit by Promoter to Allottee, all Charges and Taxes, by whatever name be called, including Property Tax demanded by Land Allotting Authority, Municipality or any Government Department for the Unit or Project will be payable by the Unit holders and allottee shall, without any protest or objection will pay his share thereof, for the Unit.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter/Confirming Party in respect of the Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- (i) Promoter fails to provide ready to move in possession of the Unit to the Allottee within the time period specified [i.e., by the date mentioned at Serial No. 20 in Schedule A]. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be complete as per specifications. Unless otherwise specified in specifications, promoter shall handover possession of Unit in Raw/Shell Condition.
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case of Default by Promoter under the conditions listed above, Allottee, provided he is himself not in default, shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit.

It is clarified that whenever a booking/allotment is cancelled due to any reason whatsoever (even due to default of promoter) any and all payments made by promoter to allottee (including under the head of returns) shall be treated as part of refund of principal amount of price/consideration/money paid by allottee to promoter. It is clarified that allottee shall not be entitled to claim Returns as well as interest/compensation for delay in offering possession by promoter for same period.

- 9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
- (i) In case the Allottee fails to make payment of any demand made by the Promoter as per the Payment Plan annexed hereto, allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules for the period of default and Promoter's time for handing over possession of Unit to allottee shall be extended by such number of days during which allottee was in default.
 - (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 30 days after the due date of payment, Promoter may cancel the allotment of the Unit in favour of the Allottee and refund the money paid to Promoter by the allottee by deducting the earnest money, brokerage, taxes and the interest liabilities and this Agreement shall thereupon stand terminated.
 - (iii) In case Allottee either himself or through any group of association directly or indirectly malign either the project or the promoter or takes any direct or indirect action which may have negative impact on the image of Promoter, Brand Value of Project or larger interest of other allottees, Promoter may cancel the allotment of the Unit in favour of the Allottee and refund the money paid to Promoter by the allottee by deducting the earnest money, brokerage, taxes and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID UNIT:

The Promoter, on receipt of Total Price of the Unit under the Agreement from the Allottee, shall cause execution of Conveyance Deed of the Unit within 3 months from the date of issuance of the occupancy certificate, in favour of allottee. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental & legal expenses etc. so demanded within the period mentioned in the demand letter, Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges is made by Allottee to the Promoter. Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

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

- 11.1 The Promoter (either itself or through its nominated maintenance agency) shall be responsible to provide and maintain essential services in the Project till the handing over of the maintenance of the project to the association of allottees.
- 11.2 The Allottees agrees and undertake to enter into a maintenance agreement with the Promoter or the Maintenance Agency appointed by the Promoter for maintenance and upkeep of the said building/complex (including common areas & facilities) and undertakes to pay the maintenance bills/charges thereof. Subject to other clauses of this agreement, the Allottee agree(s) to pay the maintenance charges as determined by the Promoter/Maintenance Agency appointed, as the case may be, after the issuance of the occupation/completion certificate for the project. In case allottee has leased the Unit, allottee shall instruct tenant to pay the maintenance charges. The Allottee shall always maintain the amount of IFMS at all times by paying the maintenance and other dues in time.
- 11.3 The Allottee agree(s) to pay the maintenance charges on Super Area in every month ("Maintenance Charges") which is inclusive of building insurance and shall be charged on Super Area after 60 days from the date of issuance of offer of possession or after expiry of

leasing authority period (Schedule B) if signed, in respect of the Unit irrespective the fact whether physical possession of the Unit has been taken or not. However, it is agreed that the total maintenance charges will be fixed by the Company/Maintenance agency on an estimated basis of the maintenance cost to be incurred for the forthcoming year which shall be 1.2 times of total cost/expenses/expenditure on Super Area. The Allottee accepts that the provision of such maintenance services shall at all times be subject to the timely payment of the Maintenance Charges, including but not limited to the requisite Interest-Free Maintenance Security Deposit ("IFMS") (including any further contributions to the IFMS, when necessary). The Allottee shall deposit and shall always keep deposited with the Promoter/MSA, the IFMS as specified above. However, the allottee shall pay the maintenance charges in advance as and when demanded after maintenance free period as stated above by the Promoter or the Maintenance Agency appointed by the Promoter.

The enhancement/variation in the maintenance charges shall be subject to the escalation / increase in the cost of materials and services used for providing the maintenance services in the complex and the said enhancement/variation would be directly in proportion to the increase in such input cost from time to time.

- 11.4 All common electricity, power back up, water and sewer charges for running all the common services shall be paid by Allottee(s) on proportionate basis in addition to the charges mentioned above.
- 11.5 The total running and maintenance costs of all other power backup systems shall be borne by the Allottee(s) as per their usage over and above the general maintenance charges.
- 11.6 The maintenance of the Unit including all walls and partitions, sewers, drains, pipes and terrace areas shall be the exclusive responsibility of the Allottee(s) from the date of the possession. Further, the Allottee(s) will neither himself/herself/themself do not permit anything to be done which damages and deface any part of the building, the staircases, shafts, common passages, adjacent unit/s etc. or violates the rules or bye-laws of the Local Authorities.
- 11.7 That as and when any Plant & Machinery within the Building/Plot, as the case may be, including but not limited to DG sets, electric sub-stations, Elevator & Escalator, pumps, fire fighting equipment, any other plant/equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by the Allottee and all the allottees in the Building/Unit, as the case may be on pro-rata basis (i.e. in proportion to the Super Area of the said Unit to the total Super Area of all the Unit in the Building). The Promoter/Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same. For the said purpose for the time being the Allottee shall keep deposited with the Promoter amount mentioned under the head "Sinking Fund" at Serial No. 22 in Schedule A and the Allottee agrees to replenish the same and /or pay additional Sinking Fund if so required for meeting the aforementioned purpose upon receipt of intimation from the Promoter/Maintenance Agency which shall be paid without raising any objection and the decision of the Promoter/Maintenance Agency in this regard shall be final and binding.
- 11.8 The Allottee agrees that the Promoter may obtain single point electric connection for the whole project/building from state authorities and shall be legally entitled to supply power in the said project/building in which the Unit is located. The Allottee agrees that the Electricity shall be provided with a separate electric meter. The Allottee further agrees that this arrangement of being supplied the power to individual Allottee shall be provided by the Promoter or its agent only through a separate energy distribution arrangement, directly or through the Promoter's agent. It is further agreed by the Allottee that the Promoter shall have sole right to select the site for installations, determine the capacity and type of power generating and supply equipment, after taking diversity factor into consideration, as may be deemed necessary by the Promoter. It is also understood that the said equipment may be located anywhere in the complex. For any reason whatsoever, if any malfunctioning in these installations is observed, the Promoter shall be responsible to get the same set right within a reasonable time, but shall not under any circumstances or in any manner be responsible for it, nor shall be liable for any civil or criminal liability in this regard.

- 11.9 The Allottee agrees and confirms that he/she/they shall pay the amount based on electricity tariff to the Promoter or its subsidiaries/affiliates directly for consuming the power, power back up and other utilities so supplied but shall have no ownership right, title or interest in the equipment so installed by the Promoter or its subsidiaries/affiliates. The Allottee confirms and understands that the Promoter shall provide power back-up systems/ generators in the project/building as a back-up for power supply. Such power generating or supplying equipment may, during its operation, cause inconvenience to the Allottee and the Allottee shall have no objection to the same. The Allottee shall be liable to pay the consumption charges through a prepaid electric meter, which shall always remain under the control of the Promoter or its agency. The clause shall survive the conveyance of the Unit or any subsequent sale/sub-lease/re-sale/sub-lease or conveyancing thereof. The Allottee agrees that it shall be at no liberty to get the power from any outsource including any power supply authority or to install an alternate power backup for its independent unit.
- 11.10 The transformer, DG Sets, electrical panels and any other installations shall be located within the building/project. It shall be the endeavour of the Promoter to locate the same as per approved plan but due to any minor changes and for safety and in the best interests of the Allottee(s) the same may be located at other place and such location shall be final and binding.
- 11.11 The Promoter/Maintenance Agency reserves the right to increase the IFMS and Maintenance Charges from time to time in keeping with the increase in the cost of maintenance services and the Allottee agrees to pay such increases within fifteen (15) days of the receipt of a prior written notice from the Promoter/its nominees (including Maintenance Agency).

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of offer of possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. **RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF MAINTENANCE CHARGES**

The Allottee hereby agrees to take the Unit on the specific understanding that his/her right to use the Common Areas shall be subject to timely payment of maintenance charges as determined and thereafter billed by the maintenance agency/promoter or the association of allottees and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency/promoter or the association of allottees from time to time.

14. **RIGHT TO ENTER THE UNIT FOR REPAIRS:**

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE:**

Use of Unit: The Allottee shall use the Unit exclusively for the permitted purpose as mentioned at Serial No. 21(h) of Schedule A and for no other purpose. Allottee shall not use the Unit in a manner which is likely to cause inconvenience to other Unit holders or public nuisance or not permissible under the law. The Allottee shall not use the Unit for any business which is not appropriate to ambience of the building i.e., as Pan/Pan Masala/Gutka/tobacco Shop, Cigarette Shop, Meat, Chicken or Fish Shop, Pet Shops, Automobile repair shop, massage parlour, spa, wine/beer shop or any other business

which is declared unwanted by Promoter or association of allottees. The Allottee shall also not use the Unit for serving of alcoholic drinks until and unless he is in possession of all necessary licenses and approvals in this regard from the competent authorities. In such case the Allottee shall display such license/approval at the entrance point of the Unit and would be properly visible. Further, it is agreed that the allottee shall use the Unit as per the Zoning Plan/ Tenant Mix Plan of the Mall with prior approval from the promoter.

That the use of the Unit is not allowed for the following purposes even after the execution and registration of Sub Lease Deed:

- a. Butcher shop/ slaughtering of animals/ trading of live animal stocks;
 - b. Storage of any chemical/hazardous material prone to fire / Poisoning / Nauseating leakage;
 - c. Service station / Repairing centre of any type of automobile;
 - d. Trading of building materials or any other commodity which are required to be stacked outside the shop area;
 - e. Public Nuisance and anything dangerous to human life and safety;
 - f. Any activity which creates noise pollution or air pollution or water / chemical pollution;
 - g. Pets would not be allowed;
- Any business/trade/product/goods which is/are restricted and not allowed by the government / concerned authorities to be done/sold publicly at any particular place or time.

- 15.2 Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the said building/project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Developer/Promoter/Maintenance Agency /association of Allottees for rendering maintenance services. That the Basement spaces as per the permissible usage can also be allotted for other purposes like storage spaces, loading and unloading of materials, etc. as per Promoter Maintenance Agency /association of Allottees decision.

16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

16.1 Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good condition and shall not do or suffer to be done anything in or to the Building, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good, usable, repaired condition and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

16.2 That all signage rights are exclusively with the promoter only and the allottee shall not raise any objection in this regard. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Project or anywhere on the exterior of the Project therein or Common Areas except the place as earmarked for the said Shop/Office and only after getting written permission from the Promoter. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. However, any modification/ alteration inside of the Unit or façade of the Unit will be done as per "Fitout Manual" to be provided by the promoter at the time of offer of possession only. Further the Allottee shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, bear, column including the outer and load bearing wall of the Unit. All taxes including but not

limited to municipal taxes, duties, rates, cesses, costs, penalties and charges relating to the Signage payable to the authorities concerned from time to time, shall be borne by the Allottee alone.

- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter as per the guidelines of association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.4 Allottee shall use the Unit in accordance with its permitted usage mentioned at Serial No. 21(h) in Schedule A in accordance with applicable laws/bye-laws as well as norms/conditions of Land Allotting Authority.
- 16.5 Allottee shall not sub-divide/bifurcate the Unit and shall also not amalgamate the Unit with other units in the building.
- 16.6 The terms stated in Clause 16 shall be applicable to everyone (including lessee) who use the Unit.

17. **ADDITIONAL TERMS AND CONDITIONS, IF ANY**

- (a) Terrace rights of the Unit as well as of Building shall remain with the Promoter unless allotted to Allottee against consideration. The Allottee shall have no objection if the Promoter gives on lease or on hire any part of the top roof/terraces above the top floor for installation and operation of antennae, satellite dishes, communication towers etc.
- (b) Where any payments are made by any third party for or on behalf of the Allottee(s), the Promoter shall not be responsible towards any such third party and such third party shall not have any right in Unit, except as may be specifically consented to in writing by the Promoter. However in case of cancellation of allotment, refunds, if any, including the payment received from any third party will be refunded to the Allottee only.
- (c) No car parking space shall be reserved for allottee in the building. However, allottee may avail pay and park facility in the building as per availability.
- (d) The Allottee(s) acknowledges that the Promoter has provided all information & clarifications as required by the Allottee(s) and that the Allottee(s) has made his/her/their independent assessment and that he/she/it/they have made requisite enquiries in electing to buy the Unit and that Allottee(s) without relying on any of the Promoter's sales and promotional material and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Promoter/Representatives or otherwise including but not limited to any representations relating to description or physical condition of the Project and area of the Project and the Unit (including the size and dimensions and any other physical characteristics thereof), the services to be provided by the Promoter, the estimated facilities/amenities to be made available to the Allottee(s) or any other data except as specifically represented herein but the Allottee(s) had also otherwise made investigation and after full satisfaction has made his own judgment in deciding to apply for allotment of the Unit. There is no inducement or any promise/obligation by the Promoter save and except what is stated hereunder. No earlier oral or written representations or statements shall be considered to be part of this Agreement and that this Agreement is self-contained and complete in itself in all respects.
- (e) Additional Terms and Conditions, if any, agreed between promoter and allottee are mentioned in Schedule B. In case of any conflict between any clause of Schedule B with any Clause of this main body of this agreement, clause contained in Schedule B will prevail.

19. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Allottee is entering into this Agreement for the allotment of Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. Allottee hereby undertakes that he/she shall comply with and carry out from time to time after he/she has taken over for occupation and use the Unit, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of Unit at his/her own cost.

20. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

21. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

22. **APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Apartment Ownership Act, as applicable in the State mentioned at Serial No. 5 in Schedule A. The Promoter shall comply with various laws/regulations as applicable in said State.

23. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, allottee will be deemed to be in default. Stamp Duty and Registration Charges involved in execution and registration of this agreement shall have to be borne by Allottee.

24. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/building, as the case may be.

25. **RIGHT TO AMEND:**

This Agreement may only be amended with written consent of all Parties hereto.

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

26.1 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project

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

- 26.2 The Allottee can transfer the allotment of Unit in favour of a third party subject to the receipt of minimum 40% payment by the Promoter. The Promoter at its sole discretion may allow first transfer of the allotment free of cost after receiving of 40% payment. However, in case of any subsequent transfer the same shall be permissible subject to written approval by the Promoter who may at its sole discretion permit the same on payment of transfer charges of Rs. 250/- per sq. ft. of Super Area subject to Applicable Laws and notifications/ directions of any Authority. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfers and shall keep the Promoter duly indemnified in this respect. Any such transfer or nomination shall be subject to rectification of any breach of this Allotment by the Allottee, payment of all dues payable to the Promoter in terms hereof until the date of transfer along with payment of Statutory Charges for the transfer, as applicable, and execution of necessary documentation by the Applicant in the standard format(s) of the Promoter. The sale consideration and the terms and conditions for the above said transfer between the transferor (to whom the Promoter had allotted) and the transferee shall be settled between them. The Promoter shall act as a facilitator not being financially benefitted and as such not liable for any consequences of such transfer. The Promoter shall always have a first right to buy back the said Unit. In case the Allottee has secured any finance/ loan against the Unit from any financial institution/bank, a 'no objection certificate' of the financial institution/ bank will be a prerequisite for such transfer.
- 26.3 Further, any request made by allottees for change in particulars of booking including but not limited to change in the status of the Allottee(s) in the agreement or order of the allottee(s) in case of joint allottees or modification in interest/share of allottees shall be subject to approval of the Promoter and as per the policies of the Promoter and shall further be subject to payment of appropriate charges/fees by allottee to promoter for affecting such change.
- 26.4 Document effecting change in the particulars of allottee(s), will be required to be registered with concerned Sub-Registrar. All costs (including Stamp Duty and Registration Charges) for registration of such documents shall have to be borne by Allottee.

27. **WAIVER NOT A LIMITATION TO ENFORCE:**

- 27.1 The Promoter may by a written document, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 27.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

28. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made

thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the Project/Land.

30. **FURTHER ASSURANCES:**

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

31. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatories at the Promoter's Office at 152, 5th floor, Wing-A, Corenthum, A-41, Sector-62, Gautam Budh Nagar, UP-201301. After the Agreement is duly executed by all parties this Agreement shall be registered if required at the office of the concerned Sub-Registrar having jurisdiction over the area wherein Project is situated.

32. **NOTICES:**

32.1 All notices to be served on the Allottee shall be served at his address mentioned at Serial No. 3 in Schedule A and shall be deemed to have been duly served if sent to the Allottee by Speed Post or through reputed courier at said address. Promoter shall also have the liberty to serve all communications to allottee at his email address and communications so sent to allottee's email address shall be deemed to have been duly served upon allottee.

32.2 All notices to be served on the Promoter shall be served at his address mentioned at Serial No. 1 in Schedule A and shall be deemed to have been duly served if sent to the Promoter by Speed Post or through reputed courier at said address.

32.3 It shall be the duty of the Allottee and Promoter to inform each other of any change in their address subsequent to the execution of this Agreement by Speed Post/Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the addressee.

33. **JOINT ALLOTTEES:**

In case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

34. **INTERPRETATION**

Meanings set forth or terms defined in this agreement and all pronouns shall be equally applicable to both the singular and plural, masculine, feminine or neuter forms as the context may require.

35. **GOVERNING LAW:**

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

36. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which efforts shall be made for settlement through the process of mediation with assistance of any reputed mediation centres (like Mediation Centre established by Delhi Government, Mediation Centre at Delhi High Court, Mediation Centre at Punjab & Haryana High Court, Mediation Centre at Allahabad High Court, etc.) situated either at New Delhi or at place where project is situated and at no other place. In case dispute remains unresolved even after mediation same shall be settled through the mechanism of Arbitration as provided under The Arbitration and Conciliation Act, 1996. Cost of Arbitration shall be borne by both parties. For the appointment of the sole arbitrator, the Promoter shall identify three retired Judges and allottee shall choose any one of them to act as Arbitrator. Arbitration will be held within the District where Project is situated. . Subject to the aforesaid mechanism of arbitration, unresolved disputes shall be settled through adjudicating officer appointed under the Act. Except for arbitration, Courts/Forums having jurisdiction over area where Project is situated shall have the exclusive jurisdiction to decide the disputes between parties.

IN WITNESS WHEREOF parties hereto have signed this agreement on the date and place mentioned hereinbelow

Date : _____

Place: Gautam Budh Nagar, UP

[_____]
Authorised Signatory
Promoter

[_____]
Allottees

Schedule A

1.	Name, address and Corporate Identity Number of Promoter	:	M/s Ruvik Buildtech Private Limited Reg off: 1, 1st Floor, Basantlok Community Centre, Vasant Vihar, New Delhi-110057 Corp Off : 152, 5th floor, Wing-A, Corenthum, A- 41, Sector-62, Gautam Budh Nagar, UP-201301 CIN : U45309DL2020PTC359873 GSTIN: 09AAKCR0104M1ZB PAN-AAKCR0104M
2.	Name, address and Corporate Identity Number of Confirming Party, if any	:	Not applicable
3.	Name, address and Unique Identification Number of Allottee(s)	:	
Details of Project			
4.	Particulars of Land	:	C-2, Sector- Echotech-XII, Greater Noida in Tehsil,
5.	Name of District and State wherein Land is situated	:	District Gautam Budh Nagar, Uttar Pradesh
6.	Name of the authority who allotted the land (Land Allotting Authority)	:	Greater Noida Industrial Development Authority (GNIDA)
7.	Name, address and Unique Identification Number of Owner(s) of land	:	M/s Ruvik Buildtech Private Limited Reg off: 1, 1st Floor, Basantlok Community Centre, Vasant Vihar, New Delhi-110057 Corp Off : 152, 5th floor, Wing-A, Corenthum, A- 41, Sector-62, Gautam Budh Nagar, UP-201301
8.	Particulars of owner's title documents	:	Allotment letter no: Commercial/CPS- VIII/Allot/2019/3211 dated 05.12.2019 and Lease Deed dated 04 th December 2020, by Greater Noida Industrial Development Authority (Lessor) on lease hold basis duly registered with the office of Sub-Registrar- Dadri, Gautam Budh Nagar, U.P. as Registered Document No 23793, in Book No 1, Volume No 16416, at pages No 1 to 52, dated 07/12/2020
9.	Nature of Owner's interests in land	:	Leasehold
10.	If owner's interests in land are 'Leasehold', date when owner's lease will expire	:	03.12.2110 (Third December Two Thousand One Hundred Ten)
11.	Permissible usage of land	:	Commercial

12.	Whether there will be single project or multiple projects on land	:	Multiple. Building will be constructed in Phases (Floor-Wise) having different RERA Registration. Though there will be common building plans for the whole building, different floors of the same building shall be constructed in different phases, which have been registered as separate projects with Real Estate Regulatory Authority. Allottee understands that there will be services, facilities and amenities which will be common to all these phases/floors.
13.	Name of Project wherein subject matter unit being agreed to be sold to allottee will be situated.	:	Iris Broadway Greno West
14.	Area of Land whereon project is being developed	:	14000.00 Square Meters (this is common land for all phases/projects, as mentioned in Serial no 12, above).
Layout plans and building plans			
15.	Particulars of Authority, who has approved building plans for the Project	:	Greater Noida Industrial Development Authority
16.	Particulars of document by which building plans have been approved	:	Building Plan Sanction Letter No: PLG/BP/SM-13-May-2021:11053 dt. 25/03/2022
Particulars of RERA Authority			
17.	Name of RERA Authority where Project has been registered	:	Uttar Pradesh Real Estate Regulatory Authority
18.	Number at which project is registered with RERA Authority	:	RERA No: UPRERAPRJ673874
19.	Date of Registration	:	01 st April 2022
20.	Date of Completion of Project as per RERA Registration as well as date of offer of possession of Unit by Promoter	:	05 th June 2026 (Ist Phase) or any extension thereof
Particulars of Unit agreed to be sold to Allottee			
21(a)	Unit Number and Floor Number	:	
21(b)	Tower/Block/Building Number	:	
21(c)	Project Name	:	Iris Broadway Greno West
21(d)	Location of Project	:	C-2, Sector- Echotech-XII, Greater Noida in Tehsil, District Gautam Budh Nagar, Uttar Pradesh-201310
21(e)	Size of Unit	:	Carpet Area (in Square Feet) _____ Super Area (in Square Feet) _____
21(f)	Nature of Ownership which allottee get (Freehold/Leasehold)	:	Leasehold
21(g)	If nature of allottee's ownership is 'Leasehold', date on which allottees lease/sub-lease will expire	:	03 rd December, 2110

21(h)	Purpose for which Unit may be used (subservient to the main purpose of usage of Land)	:	Retail (Commercial)			
21(i)	Purpose for which allottee is taking allotment (for self use or for earning rent through sub-leasing)	:	Earning Rent			
Consideration Payable by Allottee						
22.	Head of Charge	:	Consideration		GST (as per rate prevailing on date of agreement)	
			Rate	Amount (Rs.)	Rate	Amount (Rs.)
22(a)	Basic Sale Price (BSP)_____ Sqft (Rates are Per Square Feet of Super Area)	:				
22(b)	Preferential Location Charges (PLC) @ _____%	:				
22(C)	Proportionate Charges for Electrical Infrastructure (transformers and power back up installation), Fire Fighting Infrastructure (ECC & FEC) (Rates are Per Square Feet of Super Area)	:				
22(d)	One time Lease Rental (Rates are Per Square Feet of Super Area)	:				
22(e)	Charges, per car, for development of car parking area (payable for every nine years)	:				
22(f)	Other charges, if any	:				
	Essential Utilities charges	:				
	Electric Meter ___ KVA	:				
	Power backup charges ___ KVA	:				
	Sinking Fund	:				
	Interest Free Maintenance Charges (Non-Refundable, Non Adjustable, Not Transferable) (IFMS)	:				
23.	Total Price (in Rupees), payable by allottee (Inclusive of Tax at rate prevailing on date of agreement)	:				
24.	Rate Per Square Feet of Carpet Area (in Rupees) (Inclusive of Tax at rate prevailing on date of agreement)	:				
25.	Name in whose favour allottee shall issue Cheques/Drafts for payment of money	:	Ruvik Buildtech Private Limited-Collection A/c A/c No.- 921020032418970 IFSC: UTIB0000723 Axis Bank Ltd, Sec-62, Noida			
26.	Place where Cheques/Drafts for payment of money by allottee to Promoter shall be payable	:	Noida			
27.	Tentative date of completion of construction of unit	:	05 th June 2026			
Information about encumbrances if any.						

28.	Cost of Land is to be paid to Land Allotting Authority in Installments, which Promoter will pay in due course.
Additional information/disclosures, if any, made by Promoter	
29.	

Project: Iris Broadway Greno West
Type of Unit: Shop

Name of Allottee: _____
Unit No. _____

Schedule B- Additional Terms and Conditions

1. Allottee is not taking the Unit for Self-Use but for earning rent by leasing it to interested party.
2. Allottee hereby grants rights to Promoter [either itself or through its nominee or group company] to Lease the Unit to any interested party as per then prevailing market conditions. Allottee hereby understands and agrees as under:-
 - (i) Unit may be leased out independently or alongwith other adjoining units for being used as a part of larger Unit/area.
 - (ii) Lease will be for a period ranging between 9 Years to 15 years aprox with right to tenant to have renewal of lease. Tenant may vacate the premises even before the expiry of agreed tenure of lease.
 - (iii) Rent payable by Tenant may either be a definite amount of monthly rent as per then prevailing market conditions or share in Tenant's revenues arising from Leased Property as per brand's/Tenant's norms.
 - (iv) In case Unit is leased out independently whole rent as paid by tenant will be remitted to Allottee. However in case Unit is leased alongwith other adjoining units for being used as a part of larger Unit/area rent paid by Tenant will be remitted to all concerned allottees in proportion to the area after deduction of applicable taxes.
 - (v) All expenses, like brokerage and cost of the improvement in property as may be required by Tenant will have to be borne by Allottee. Share of Landlord in Stamp Duty & Registration Charges involved in registration of lease deed will be borne by Allottee.
 - (vi) Security Deposit, if any, paid by Tenant will be utilized by Promoter to meet costs of improvement of property on behalf of Allottee. Any deficiency in improvement costs will be paid by Allottee.
 - (vii) Promoter shall be entitled to adjust monies payable by Allottee from the rent receivable by allottee.
 - (viii) In case Tenant does not pay rent either for reason of 'Force Majeure Conditions' or otherwise, allottee will not get the rent.
 - (ix) Promoter and its nominee or group company, may execute the documents/agreements for lease of Unit in their own name and may receive rent from Tenant in their own name. Upon payment of rent by Tenant, same (after deducting expenses, if any) will be remitted to Allottee.
 - (x) Promoter shall hand over physical possession of the Unit directly to Tenant and will handover symbolic ownership possession by way of Letter for Offer of Possession upon receipt of Occupation Certificate to Allottee. Said symbolic ownership possession by way of Letter for Offer of Possession shall discharge Promoter from its obligation of handing over possession of Unit to Allottee.
3. After determination of first lease, all subsequent leases, shall be done by Allottee.
4. In case Promoter is not able to find appropriate tenant for the Unit within one year from the date of grant of Occupation Certificate by competent authority, Allottee shall have the right to terminate Promoter's authorities to find tenant and to itself lease the Unit to the Tenant of Allottee's Choice.

5. Till the Unit is leased out or Promoter's authority to lease the Unit in accordance with what is stated hereinabove are terminated, whichever is earlier, Allottee shall not be liable to pay Common Area Maintenance Charges for the Unit. However, thereafter (i.e., with effect from termination of Promoter's authority to Lease in accordance with what is stated hereinabove), Allottee shall be liable to pay Common Area Maintenance Charges for the Unit at the applicable rates. Upon lease of Unit, tenant will pay the Common Area Maintenance Charges.
6. In case of any conflict between any clause of this Schedule with any Clause of main body of agreement, clause contained in this Schedule will prevail.

Signature of Promoter

Signature of Allottee

SCHEDULE C - Floor Plan of the Unit

SCHEDULE D - Payment Plan

Project: **Iris Broadway Greno West**
Type of Unit: Shop

Name of Allottee : _____
Unit No. _____

CONSTRUCTION LINKED PAYMENT PLAN	
STAGE OF PAYMENT	PAYMENT TERMS
a) On Booking/Application:	__% of BSP + PLC (Including GST) Rs. _____/-
b) Within 60 Days from the date of Agreement to Sale/Sub-Lease	__% of BSP + PLC (Including GST) Rs _____/-
c) On Completion of Super Structure	__% of BSP + PLC (Including GST) Rs. _____/-
d) On application of Occupation	__% of BSP + PLC (Including GST) Rs _____/-
e) On Offer of Possession	One time Lease Rental + Electrical Infrastructure Charges & Fire Fighting Infrastructure (ECC & FEC) + Power Backup Charges + Electricity Meter Charges + Essential Utilities Charges + IFMS & Sinking Fund (SF) (including GST) Rs. _____/-

* The charges mentioned above are inclusive of GST and any other Taxes as may be applicable time to time will be extra from the above.

* Registration + Stamp Duty Charges + Any Other Statutory duties payable to government/ local authority and any other association will be borne by Allottees.

* If the Property Value is on or above 50 Lakhs (Rupees Fifty Lakh Only), the Allottees require to deduct 1% TDS of the taxable amount paid to the Promoter at the time of payment and deposit the same and submit the challan & acknowledgement / tds certificate to the promoter to get the amount credited against dues.

SCHEDULE E – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SHOP/COMMERCIAL SPACE/UNIT/PLOT)

Structure: Earthquake resistant RCC Structure.

Landscape: Richly landscaped central plaza. Pedestrian plaza designed with seating areas and Food kiosks. Dedicated drop off zone and entrances for retail on-site parking areas with lush canopy trees and landscape features.

Finishes: Exterior: Combination of Glass, marble, stone and painted surface.

Lobbies: Combination of stone and painted surface.

Basement: Broom finish concrete.

Tenant Floor Finish: Concrete floor.

Wash Room: Finished toilets with modern fittings and fixtures.

Retail Shops : Retail Floors – Atrium, Lower Ground, Ground, First and Second. Large store fronts and glazing area for retail units. Arcade along all retail units. Dedicated signage area for all units as per design.

Parking: Multilevel basement for parking and services. Adequate surface parking. Provision of access and video surveillance.

Security: Video surveillance: Real time monitoring, Ensures greater workplace security. Manned Security: Boom barriers at all vehicular entry and exit points.

Life Safety: Wet Riser/ Hose: Provided as per norms. External: Fire Hydrates. Reels/Sprinklers/ Fire Extinguishers: Provided as per norms.

Air Conditioning: DX package of Air Conditioning for shops, retail areas, offices etc. (Indoor unit to be provided by the payment basis, only one point piping tap off works to be done)

Electrical Distribution: Provision of cable upto tenants distribution board.

Metering: Tenant load will be metered separately.

Diesel Generators: 100 % automatic backup provided for lighting, power and AC Provided with PLC based auto load manager.

Signage: Internal: Main lobby equipped with tenant directory and directional signs. External: External signage as per Company's design and conditions

Communication: Cable TV connection: Provision for cable TV. Telephone: Provision for fixed line.