

### **Apartment Buyer Agreement**

This Apartment Buyer Agreement ("Agreement") is executed on this \_\_\_\_ day of \_\_\_\_\_ 20..... at .....

BETWEEN

**M/S RISE PROJECTS PVT. LTD.**, a Company incorporated under the Companies Act, 1956 having its Registered Office at Lower Ground Floor, 195, Ram Vihar, Delhi – 110092 through its Authorized Signatory Mr. \_\_\_\_\_ S/o Shri \_\_\_\_\_ duly authorized vide board resolution dated \_\_\_\_\_ passed in a board meeting (hereinafter referred to as “**Developer/Company/RPPL/Land Owner**, these expressions shall be deemed as modified and read suitably as the context requires”) which expression shall unless, repugnant or opposed to context hereof, includes its successors in interest, administrators, representatives and permitted assigns.

AND

(FOR INDIVIDUALS)

APPLICANT

Mr./Ms./Mrs. \_\_\_\_\_

S/o, W/o, D/o \_\_\_\_\_

R/o \_\_\_\_\_

Contact No. \_\_\_\_\_

PAN NO.: \_\_\_\_\_

CO-APPLICANT - 1

Mr./Ms./Mrs. \_\_\_\_\_

S/o, W/o, D/o \_\_\_\_\_

R/o \_\_\_\_\_

Contact No. \_\_\_\_\_

CO-APPLICANT - 2

Mr./Ms./Mrs. \_\_\_\_\_

S/o, W/o, D/o \_\_\_\_\_

R/o \_\_\_\_\_

**Allottee(s)**

**Developer**

Contact No. \_\_\_\_\_

(\*To be filled in case of joint purchasers)

(hereinafter singly/jointly, as the case may be, referred to as the 'Allottee(s)' which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

(FOR PARTNERSHIP FIRMS)

\*\*M/s. \_\_\_\_\_ partnership firm duly registered under the Partnership Act through its partner Sh./Smt. \_\_\_\_\_ authorized by resolution dated \_\_\_\_\_ (hereinafter referred to as the 'Allottee(s)' which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors, successors and permitted assigns) of the OTHER PART

(A copy of the resolution signed by all Partners required and to be appended herewith).

(FOR COMPANY)

\*\*\*M/s \_\_\_\_\_ a Company registered under the Companies Act, 1956, having its registered office at \_\_\_\_\_

\_\_\_\_\_ Through its duly authorized signatory Sh./Smt. \_\_\_\_\_ S/o \_\_\_\_\_ D/o \_\_\_\_\_ authorized by Board Resolution dated \_\_\_\_\_ (hereinafter referred to as the 'Allottee(s)' which expression shall unless repugnant to the context or meaning thereof, be deemed to include its executors, administrators successors and permitted assigns) of the OTHERPART

(A copy of Board Resolution along with a certified copy of Memorandum & Articles of Association is appended herewith)

\*\*\* (fill in case of Firm or Company)

In this Apartment Buyer Agreement unless it is contrary or repugnant to the context:

The expression "HE/HIS includes the opposite gender and the singular includes the plural and vice versa, unless the context otherwise requires. These expressions shall be deemed as modified and read suitably and whenever the Allottee is a Joint Stock Company, Body Corporate or a Partnership Firm or any Association of Persons and whenever there are more than one Allottees, the expression Allottee in this

**Allottee(s)**

**Developer**

Apartment Buyer Agreement shall be construed as including each of such Allottee and their respective heirs, executors, administrators, legal representatives and permitted assigns etc.

(\*\* Delete whichever is not applicable)

The expressions “Developer” and the “Allottee(s)” are hereinafter individually referred to as “Party” and jointly as the “Parties”.

WHEREAS M/S S.M.V. Agencies Pvt. Ltd. a company incorporated under the Companies Act, 1956 (“Confirming Party”) is the lead member of a Consortium which along with its associate/ constituent companies (SELLERS COMPANIES) incorporated under the Companies Act, 1956 had purchased various parcels of land including land admeasuring 300 Acres approx. (hereinafter referred to “Entire Said Land”) situated in Village Shahpur Bamheta, District Ghaziabad, Uttar Pradesh, from various land Owners/ Khatedaars/ Bhumidhars through sale deeds which were duly registered with the office of Sub-Registrar, Ghaziabad, to set up and develop an integrated township thereon in consonance with the policy of the Government of Uttar Pradesh, for which Certificate of Registration dated 10.02.2006 has been issued by the Ghaziabad Development Authority, Ghaziabad (“GDA”), in favour of the Confirming Party.

AND WHEREAS The GDA had granted a permission to develop an integrated township on the Entire Said Land situated in Village Shahpur Bamheta, District Ghaziabad, Uttar Pradesh in the name and style of “**JAIPURIA SUNRISE GREENS NH-24**” (“Township”) to the Confirming Party as developer/ promoter being Lead Member of the Consortium vide License duly signed by Secretary, GDA, Ghaziabad. The DPR (Detailed Project Report) of the project has also been approved & sanctioned by GDA vide its letter No. 116/Mi, Anu./06, Dated 29.11.2006. An agreement dated 29.11.2006 has also been executed between GDA and the Confirming Party for the development of the Entire Said Land on the terms and conditions mentioned therein.

AND WHEREAS the SELLERS COMPANIES forming part of the aforesaid consortium led by the Confirming Party is also the absolute owner and seized and possessed of land measuring 4.416 acres (17,873.9 sq. mtr.) approx. situated in A-Block of the said Township approved by GDA as GH - 3 in master layout plan approved by GDA vide memo no. 523/MPlan/2014 dated 15.02.2014 in Village Shahpur Bamheta, District Ghaziabad, Uttar Pradesh (hereinafter referred to as the “**Said Land**”).

**WHEREAS** the Company has purchased from the SELLER COMPANIES and became the absolute owner of the land bearing Khasra No’s 2886, 2887, 2908, 2909, 2910, 2921, 2923, 2924, 2925, 2926, 2927, 2933, 2934 and 2936 respectively situated at Village Shahpur Bamheta, NH-24, District Ghaziabad, Uttar Pradesh admeasuring 17843.9 square meters, vide various registered Sale Deeds dated 22<sup>nd</sup> December, 2015, 29<sup>th</sup> December, 2015 and 30<sup>th</sup> December, 2015 respectively (hereinafter referred to as the “**Plot**”) and is now legally competent to deal with the said Plot for construction, development, marketing and selling of the construction made thereon.

AND WHEREAS the necessary approvals, sanctions and the layout plans in relation the project “**Rise Organic Ghar**” having been approved by the GDA in relation to development on Plot No. GH - 3, A - Block, Jaipuria Sunrise Greens NH-24, Village Shahpur Bamheta, District Ghaziabad, Uttar Pradesh.

**Allottee(s)**

**Developer**

AND WHEREAS the Allottee(s) has gone through all the terms and conditions set out in herein and is executing this document with full knowledge of all the laws, rules regulations, notifications, statutory provisions as applicable to the said Apartment, said Building, said Project, said Land and the terms and conditions set out in this Agreement and that he/she/they has/have clearly read and understood and accepted his/her/their rights duties, responsibilities, obligations under each and all the clauses of this Agreement and the obligations of the Developer.

NOW THEREFORE, THIS AGREEMENT FOR SALE WITNESSETH AS UNDER:

**TERMS AND CONDITIONS FOR THE ALLOTMENT OF AN APARTMENT IN PROJECT “RISE ORGANIC HOMES”**

The Allottee(s) confirms having understood that **“RISE ORGANIC GHAR”** is a Residential Group Housing Project (the “Housing Project/Project”) being developed on the Said Land situated at Plot No-GH - 3, A - Block, Jaipuria Sunrise Greens, NH-24, Ghaziabad, Uttar Pradesh, and that the rights in relation to the Said Land, for construction of Project on the Said Land in accordance with the necessary approval which had already been obtained from concerned departments, GDA and Government of U.P. and in accordance with the plan as approved by the GDA, were assigned to the Company vide various Sale Deed has the requisite authority to execute the Housing Project and undertake allotment of apartments in the Housing Project.

The Allottee(s) has seen and perused the rights of the Developer to develop the Project and to sell the apartments being the Land Owners, sanctioned layout plans, statutory approvals of the Project, and other relevant documents pertaining to the Project and the rights and interest of the Company to develop and construct the said Project on the Said Land, and is fully satisfied and has understood himself/themselves that the Developer is authorized and is legally and sufficiently entitled to register applications for allotment of Flats/Apartments in the said Complex, and to execute the documents thereof and register the same as may be required. The Allottee(s) has applied vide his/its application dated \_\_\_\_\_ for registration/allotment of a residential Apartment in the Complex.

The Allottee(s) has full knowledge of the laws, notifications, rules and regulations applicable to the said Plot/Project and also the Allotment Letter and has fully satisfied himself/herself about the right, title and interest of the Developer in the said Plot/Project.

The Allottee(s) hereby undertakes that he shall abide by all applicable Central and State laws, rules and regulations and terms and conditions of the GDA and/or of the Government of Uttar Pradesh, the Local Authorities, including the Allotment letter.

The Allottee(s) have further understood and agreed that allotment of the Apartment is at sole discretion of the Developer. The Allottee(s) has/have carefully read and understood the terms and conditions set out herein based on which the Allottee(s) is/are executing this Agreement.

**Allottee(s)**

**Developer**

The expression "Allotment" wherever used shall always mean provisional allotment & will remain so till such time the said Apartment is complete and a formal registered sale deed is executed in favour of the Allottee(s). The expression "Allottee(s)" where ever used shall always include plural and all genders.

The terms and conditions of this Allotment Letter cum Agreement are in addition to the terms and conditions already mentioned in the Application form and the Allottee(s) will be at all times bound by the terms and conditions as agreed in the application form and the present document except in case such terms are repugnant to the terms and conditions mentioned herein and in such case the terms of this Allotment Letter shall prevail.

In pursuance of the aforesaid application for allotment/registration, the Developer has allotted an Apartment to the Allottee(s) and the Allottee(s) has verified and is satisfied with the record which entitles the Developer to allot an Apartment.

## AREA

### A. APARTMENT:

The Developer has allotted to the Allottee(s) Apartment No \_\_\_\_\_ on \_\_\_\_<sup>th</sup> Floor, TOWER \_\_\_\_\_ having a super area of \_\_\_\_\_ SQ.FT. (approx \_\_\_\_ SQ. MTRS.) corresponding Built up area \_\_\_\_\_ SQ.FT. (including \_\_\_\_\_ SQ.FT. of Balcony Area) ("**Apartment**") as per Apartment layout annexed as Annexure D, in Housing Project known as "**RISE ORGANIC GHAR**" located on the Said Land situated at GH - 3, A - Block, Jaipuria Sunrise Greens NH-24, situated in Village Shahpur Bamheta, District Ghaziabad, Uttar Pradesh.

The Layout Plan of the apartment is Annexed as **Annexure D**.

The Apartment along with one covered parking space will be treated as a single indivisible unit for all purposes including but not limited to Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 ("Apartment Act"). Additional car parking space can be allotted to the Allottee(s) at the sole discretion of the developer subject to availability and special terms applicable thereto.

The Allottee(s) shall have no rights in relation to the title and ownership of the common areas, facilities and amenities and the Company shall deal with such common areas, facilities and amenities in the manner which the Company may deem fit in its sole discretion in accordance with the provisions of Apartment Act.

The car parking space will only be a limited right to use/park car at the specified space/ spaces and shall stand automatically transferred along with the transfer of the Apartment. The car parking space is integral part of the Apartment and cannot be detached from the Apartment being hereby sold.

The Allottee(s) agrees and confirms that the parking space allotted to him/her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the said Apartment under any of the provisions of this Agreement. All clauses of this Agreement pertaining to use, possession, cancellation etc. shall apply equally to the said parking spaces wherever applicable.

**Allottee(s)**

**Developer**

The Allottee(s) understands and agrees that in case the Allottee(s) desires and requests transfer of the allotment of said Apartment, before the registration, then the first transfer request will be entertained only after the period of 12 months from the date of such booking and will be processed after the Allottee(s) has paid 40% of the TSP and cleared all applicable dues till that date and shall also handover all the original signed documents between Allottee(s) and the Developer, and such endorsement and processing shall be free of transfer/administrative charges. Any Subsequent request for transfer, shall be levied transfer/administrative charges along with the document copies as per the Developer's Transfer Policy applicable to the customer's request at such time. The Allottee(s) shall be solely responsible and liable for all legal, monetary, taxation or any other consequences that may arise from such transfer.

The Allottee(s) agrees and confirms that they have no object or reservation with regard to the proposed future development in balance area or area of Group Housing plot adjacent to the current project area, or increasing the number of floors as may deem fit to the developer, if and when the Developer develops the same in future along with the additional and purchasable FAR available in the current project area Development and amalgamates the same as one project.

## CONSIDERATION

### A. CONSIDERATION:

In pursuance of the allotment of the said Apartment, the Allottee(s) shall pay a sum of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to the Developer towards Consideration of the Apartment (hereinafter referred to as the 'Consideration'). The said Consideration i.e. Total Sale Price (TSP) is inclusive of Basic Sale Price (BSP), External Electrification Charges (EEC), Fire Fighting Charges (FFC), External Development Charges (EDC), Internal Development Charges (IDC), Covered & Stacked Car Parking space Charge, Club Membership Charges and Power Back-up Charges (@ per KW's load) excluding taxes as applicable such as service tax and value added tax and similar indirect taxes and as may be levied by various Govt. authorities regulating the development of the such group housing on said Plot from time to time including any taxes to be levied in future with retrospective effect. The applicable taxes shall be charged over and above the consideration and shall be collected alongwith the balance amount of the consideration in accordance with the payment plan. The said taxes and statutory charges are payable by the Allottee(s) even if such demand is raised after conveyance deed is executed in favour of the Allottee(s).

The Allottee(s) also understand that the consideration does not include the cost of electric and water meter etc. which shall be installed by the Allottee(s) at his own cost as well as the charges for water and electricity connection and consumption and other charges as may be mentioned in this agreement. If however, due to any subsequent Legislation/Government order or directives any additional fire safety measures are undertaken, then the Allottee(s) agrees to pay the additional expenditure incurred thereon on a pro-rata basis along with other Allottee(s) as determined by the Company in its absolute discretion. If due to any agitation or any demand raised by GDA or by any court, then the Allottee(s) agrees to pay the additional expenditure incurred thereon on a pro-rata basis along with other Allottee(s) as determined by the company in its absolute discretion. Allottee(s) also agrees that it shall not hold the company responsible for any delays that might be caused due to above mentioned issues or due to any agitation beyond the control of the developer or any court order related thereto.

**Allottee(s)**

**Developer**

The Allottee(s) confirms that if any payment is made on its behalf by any other person and if a receipt is issued for same by the Developer acknowledging the said money as part consideration for Apartment being subject matter of present Agreement then the Allottee(s) indemnifies the Developer from any claim that a person making the said payment may make against it at any time in future.

**B. EARNEST MONEY:**

The payment of Earnest Money is to ensure fulfillment of the terms and conditions as stipulated in the Application and as provided herein. An amount equivalent to 10% of the 'Consideration' of the Apartment shall always be deemed to have been paid by the Allottee(s) as and by way of Earnest Money and shall be non-refundable in case of cancellation, surrender, adjustment of amount in case of cancellation/ surrender in any other unit or as the case may be. The earnest money constitutes the administrative costs incurred for promotional activities, accepting the booking and processing as well as towards various inter-departmental processing, holding costs incurred by the Developer to fund the construction of the said unit, finance costs for servicing the project loan amounts and thereafter towards administrative costs for processing cancellation request and Legal services costs. The Allottee(s) will at such time extend full cooperation in completing the documentation thereof as may be called upon by the Developer.

**C. THE PAYMENTS ALREADY MADE ARE AS UNDER:**

The Allottee(s) has already paid an amount of Rs. \_\_\_\_\_/- towards the Consideration as per details below:

[Details of amounts received to be inserted here]

S. No.	Receipt No.	Receipt Date	Mode of Payment	Cheque/DD No.	Cheque/DD Date	Amount	Bank Name

**D. PAYMENT PLAN:**

The allottee(s) understands and agrees that the timely payment is the essence of the agreement. The Allottee(s) shall pay the balance amount of the Consideration in accordance with the Payment Plan annexed as Annexure 'A' hereto.

If the payment of any of the installment is delayed by more than 3 months of its due date then the Developer shall have the right to cancel the allotment of the Apartment without any further notice to the

**Allottee(s)**

**Developer**

Allottee(s) and the developer shall have the right to forfeit the amount over and above 10% (Earnest Money) toward the loss in revenue suffered by him for holding the said unit in the name of the Allottee(s) for such time.

**E. ADJUSTMENT OF INSTALLMENTS:**

The Developer shall adjust the installment amount received from the Allottee(s) first towards the interest and other sums, if any, due from the Allottee(s) and the balance, if any, towards the Consideration.

**F. TIME IS ESSENCE:**

The timely payment of each installment including the earnest money and other charges shall be the essence of this Agreement. It shall be incumbent on the Allottee(s) to comply with the terms of payment as per the PAYMENT PLAN as per **Annexure "A"**.

If at any stage, the Allottee(s) seeks cancellation of allotment and/or surrender and refund of the amount deposited by him, the Developer shall forfeit the Earnest money and refund the balance amount if any without any interest thereon after adjusting the late payment interest, any taxes and charges including brokerage, which may be applicable or have already been deposited.

In the event Allottee(s) fails to pay the balance Consideration or in the event of any delay in payment of any installment and/or other charges, in accordance with the payment Plan, the total project working process will be adversely effected and therefore in the event of such happening, the Allottee(s) shall be liable to (1) pay interest calculated from the due date of outstanding amount @.....% per annum, (2) Also, such allottee(s) will not be able to seek Delayed Possession Penalty for double the time period of such gross time period for which the installment payment has been delayed at the allottee(s) end.

**G. FAILURE/DELAY IN PAYMENT:**

In the event, Allottee(s) fails to pay any installment(s) with interest within 3 months from the due date, the Developer shall have the right to cancel the allotment without any intimation and forfeit the entire amount of Earnest Money along with any other amount as mentioned in Clause D herein above as may be deposited by the Allottee(s) and the Allottee(s) shall be left with no right or lien on the said Apartment and the Developer shall be free to sell/dispose of the same in favour of a third person. The amount paid, if any, over and above the Earnest Money shall be refunded by the Developer, without interest, after adjustment of interest accrued on the delayed payment(s), assessing the revenue loss incurred, if any, due from the Allottee(s) including brokerage and after the Company is able to dispose of the Apartment in favour of a third person.

**H. CALCULATION OF CONSIDERATION:**

The consideration for the aforesaid Apartment is calculated on the basis of Super Area Mentioned in clause below.

- I.** Super Area for the purpose of calculating the sale price with regard to the said Apartment shall be the sum of Apartment area of the said Apartment and its pro-rata share of Common areas in the entire said Building.

- II.** The Apartment area of the said Apartment, shall mean the entire area enclosed by its periphery walls including area under walls, columns, balconies, cupboards, plumbing shafts, lofts etc. and half the area of common walls with other premises, which form an integral part of the said Apartment and Common areas shall mean all such parts/areas in the entire said building which the Apartment Allottee(s) shall use by sharing with other occupants of the said building including Porch, Entrance Lobby at Ground Floor, Lift Lobbies, Lift Shafts, Electrical Shafts, Fire Shafts and Common Corridors and Passages, Staircases, Munties, Service Areas including but not limited to Lift Machine Room, Overhead Water Tank, Maintenance Office/Stores etc. architectural features, if provided and Security/Fire Control Rooms, Garbage Chute/Room and common Toilet on Ground Floor etc. However it is expressly understood that Super area does not include the Club area being developed by RPPL at Group Housing Plot. **and shall at all time remain the property of RPPL which shall have right to restrict entry to the premises of the Club by anybody, including Flat owners and occupants of Group Housing.** Super area of the Apartment provided with exclusive open terrace(s) shall also include area of such terrace(s), where ever applicable. Allottee(s), however, shall not be permitted to cover such terrace(s) and shall use the same as open terrace(s) only and in no other manner whatsoever. It may further be understood by the Allottee(s) that the terrace, except exclusive open terrace, will remain the property of developer and he shall have the right to use the same in the manner best suited for its business interest and for further construction if additional FAR or purchasable FAR is available.

**I. PREFERENTIAL LOCATION CHARGES:**

The Developer apart from basic price and other costs mentioned in the TSP, shall additionally charge/fix Preferential Location Charges (PLC) for Apartments in the Project and if Allottee(s) opts for booking of any such Apartment, he/she shall be liable to pay such charges referred to as Preferential Location Charges (PLC) with all applicable taxes and if due to change in layout plan or otherwise the said Apartment ceases to be so Preferentially located or becomes preferentially located, the Developer shall refund/recover the differential amount of preferential location charges without interest or compensation.

**J. SPECIFICATIONS:**

The Project as well as the Apartment shall be as per specifications annexed hereto as **ANNEXURE 'B'**, the Developer may however effect any change in such specifications, if required, due to non-availability of such material in the market or due to reason as referred herein after at its sole discretion. The decision of the Developer in this regard shall be final and binding and the Allottee(s) shall not raise any objection to the same at the time of final settlement of accounts

**K. ALTERATIONS IN THE LAY OUT PLAN AND DESIGNS:**

- I.** The Developer shall have the right to effect suitable alterations in the layout plan, if and when found necessary, such alterations may include change in area, location, preferential location, number, increase or decrease in numbers of Apartments, floor or area of the Apartment, location and increase/decrease in the stacked car parking slots, design and specifications annexed hereto as Annexure "B". The Allottee(s) has given an NOC to the same effect.

- II. Provided, however, if as a result thereof, there be any change in the location, number of preferential locations, boundary or area of the said Apartment, such change in the area shall inter-alia entail proportionate increase or decrease in the consideration of the Apartment at the original rate at which the same was booked and the Allottee(s) confirms that he will accept such changes. However no charges will be either charged or refunded unless there is an increase or decrease in area in excess of 3% Area of an Apartment shall not be increased or decreased by more than 15% under ordinary circumstances i.e. without any specific change in rules, regulations, direction of statutory authorities etc.
- III. In case during the course of construction and/or after the completion of the Project, additional FAR or purchasable FAR being available for further construction on any portion of the land or building or terrace or additional land for future development adjacent to the project becomes possible and permissible as per law and policies applicable, the Developer shall have the exclusive right to take up or complete such further construction as belonging to the Developer notwithstanding the designation of any common area as Limited Common Areas or otherwise. In such a situation, the proportionate share of the Allottee(s) in the Common Area and facilities and Limited Common areas and Facilities shall stand varied accordingly without any compensation to the Allottee(s). Further all the residuary rights in the proposed Project shall continue to remain vested with the Developer till such time as the same or a part thereof is allotted, or otherwise transferred to any particular person/organization or to the association of Apartment owners of the Project.

**L. CLUB REGISTRATION CHARGES:**

- I. In accordance with the development plan of the Project, the Developer proposes to develop a Club for the purpose of social activities and the Allottee(s) shall avail membership of this Club on payment of prescribed charges as and when demanded.
- II. The Allottee(s) understands that the entry to the Club will be limited to its members only and such membership does not create any right usage of facilities qua the proposed club.
- III. On the Club becoming functional, keeping in view the general requirement of its members, the quantum of facilities available in the Club and other incidental factors effecting running and maintenance, the Allottee(s) shall pay annual subscription charges and other charges as prescribed from time to time and also abide by rules and regulations formulated by the Developer or its nominee for proper management of the Club.

**M. CHARGES AND COSTS:**

- I. The Allottee(s) shall pay to the concerned authority for Electric Meter installation charges, security deposit thereof and energizing charges etc., as may be applicable.
- II. All charges shall be subject to service tax and other applicable taxes, cess and shall be paid by the Allottee(s).
- III. All costs, charges miscellaneous and legal, statutory including stamp duty and also expenses payable on all instruments and deeds to be executed in favour of the Allottee(s), including Sale Deed, registration charges and other related charges and legal counsel charges shall be borne and paid by the Allottee(s). However, it shall be the obligation and responsibility of both the Developer and the Allottee(s) to get registered

Sale Deed as per applicable laws, rules, regulations etc., with respect to allotment of the Apartment in favour of the Allottee(s) at the cost and expense of the Allottee(s).

- IV. Further, if there is any additional levy, tax, rate or charge of any kind attributable to the Apartment, as a consequence of any order of Government/Statutory or other Local Authority, either retrospectively or prospectively, the same, if applicable, shall also be payable by the Allottee(s) on pro-rata basis.

**N. PARKING SPACES:**

- I. The Allottee(s) shall be entitled for \_\_\_\_ number of Covered car parking space as mentioned in TSP, planned as stacked parking, for exclusive limited right to use for parking of car(s) belonging to the Allottee(s), and the Allottee(s) shall not park the cars/vehicles in any other place
- II. The Allottee(s) with exclusive limited right to use, as above, shall not have any ownership rights over the planned stacked parking space allotted to him/her/ them, only on limited right to use basis, which shall stand automatically transferred along with the Apartment, in case of the transfer/sale of the Apartment.
- III. The lay-out plan of the total complex as drawn by the Developer is subject to approval of GDA and other regulatory authorities. The Developer may effect or if so required by any regulatory authorities make suitable alterations in the lay out plan. Such alterations may include change in the increase/decrease in the number of Car parking slots, stacked or normal parking, right to use of which is exclusively reserved for the Allottee(s), wherever applicable. In regard to all such changes either at the instance of the regulatory authorities or otherwise, decision of the Developer shall be final and binding on the Allottee(s).

**POSSESSION OF APARTMENT**

**A. POSSESSION:**

- I. The possession of Apartment is proposed to be delivered for fit-outs by the Developer to the Allottee(s) preferably before and within ..... of date of Apartment Buyer Agreement/start of excavation (whichever is later) subject to Force Majeure or circumstances beyond the control of the Developer, provided all amounts due and payable by the Allottee(s) as provided herein have been paid to the Developer. It is, however, understood between the Parties that various Towers comprised in the Project shall be ready and completed in phases and handed over, accordingly. The Developer shall be entitled to additional period of ..... as grace period, after the expiry of ....., for finishing, including but not limited to construction work & applying the occupation certificate in respect of the project from the concerned authority. The Allottee(s) shall take the possession of the apartment for fit-outs in case the Developer is able to offer the same early.
- II. The Developer shall make all efforts to deliver the apartments for possession for fitouts before time but shall be entitled to reasonable further extension in delivery of Apartment in the event of any default or negligence attributable to the Allottee(s) fulfillment of Terms & Conditions contained herein, including but not limited to timely payment of

each instalment as agreed by the Allottee(s) herein or due to any other reason as contemplated herein above.

- III.** The Project is comprising of the many blocks, as soon as the construction of the particular block(s) will be completed with all basic amenities attached to the block(s) the company after applying for the completion certificate of the particular block(s) to the authority concern will offer the possession of the apartment in that block to the allottee(s), the construction of remaining blocks will be ongoing. It can take further time for the completion to take place, the Allottee(s) have to take possession of his/ her/ their apartment as and when it will be offered to the Allottee(s) and the Allottee(s) shall not deny from taking the possession on account of delay in issuance of Completion Certificate by the authority concern or ongoing construction or any other what so ever. It is hereby cleared to the Allottee(s) that the completion certificate in part may also be applied for the particular blocks, after completing the construction and depositing the requisite fee and obtaining the NOC's all the concern departments, therefore the gap after applying for completion certificate and issuance of the completion certificate shall not be the reason for denial of taking the possession by the Allottee(s).

**B. NOTICE FOR POSSESSION OF APARTMENT:**

- I.** The Developer shall give notice to the Allottee(s) about the date on which the Developer would be effecting Possession of Apartment to the Allottee(s). The Allottee(s) shall himself or through its registered power of attorney holder take Possession/delivery of the Apartment within the prescribed period as mentioned in the notice of possession. In the event, the Allottee(s) fails to accept and take over delivery of the Apartment within 30 days thereof, the delivery of the Apartment shall be deemed to have been taken by the Allottee(s) on the expiry of 30 days of issue of notice.
- II.** There will be a period of defect liability upto ..... commencing from the date of offer of Possession for fitouts, as per terms mentioned herein. The defect liability shall be limited to the defects in construction (i.e. Structure) however, air cracks in plaster masonry, wrap page in doors and windows shall not be considered as defects. Defect liability shall not cover Force majeure situations such as damage resulting from war, flood, earthquake, and any other natural calamities etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However in the event of recurring problems with the bought out items, the company shall cooperate with the allottee(s) in sorting out the issues with concerned manufacturers.

**C. HOLDING CHARGES:**

- I.** If the Allottee(s) fails or neglects to take Possession/delivery of the Apartment within period as mentioned in the notice of offer for fitouts issued by the Developer, the Allottee(s) shall be liable to pay holding charges of Rs...../- per sq. ft. per month of Super Area for the period of delay in taking over possession, without any prejudice to the other rights of the Developer. The said holding charges shall be in addition to the amount

payable by the Allottee(s) as his share of the Government or Municipal Taxes, Maintenance or other Charges, dual meter charges, electric meter holding charges, etc. on a proportionate basis, as determined by the Developer or the Maintenance Agency, until the Allottee(s) has taken actual physical possession/delivery.

- II. The Developer would pay charges @ Rs. ..../- per sq. ft. per month of Super Area for the period of delay beyond the grace period of ..... from the date of commencement of excavation/ signing of the Apartment Buyer Agreement whichever is later in offering the possession/delivery of the said Apartment save and except for reasons beyond the reasonable control of the Developer and Force Majeure events. These Charges would be adjusted at the time of Possession.

**D. SPECIFICATIONS/SUPER AREA:**

- I. The Allottee(s) has satisfied himself in respect of the design, measurement(s), specification(s) etc. as proposed by the Developer in Annexure-B however the said specifications can change and the Allottee(s) will not raise any objection on account of same.
- II. It is understood by the Allottee(s) that there could be variations in Layout Area of the Apartment or its location or specification as may be approved by the government regulating the development of such group housing on the said land/ plot and in such an event, no claim, monetary or otherwise, will be entertained or accepted by the Developer, except that the original rate per sq. ft. and other charges will be applicable on any increase or decrease in the area. In the event of variation in area as aforesaid, the Developer shall be liable to refund without interest the extra price and other additional proportionate charges recovered from the Allottee(s) or the Developer shall be entitled to recover from the Allottee(s) the additional price and other proportionate charges, without interest, as the case may be.
- III. The materials & specifications of the Apartment are subject to change as necessitated during construction and in such an event, the material of equally good quality shall be used. The decision of Developer or the projects architect on such changes will be final and binding on the Allottee(s).

**E. DEFAULT:**

The Allottee(s) understands and agrees that if for any reason whatsoever as mentioned in this agreement, the Developer is not in a position to offer the Apartment altogether or if the project is abandoned, the Allottee(s) shall be entitled to an alternate property in case the Allottee(s) and the Developer are able to mutually agree to the said transaction, else, the Allottee(s) shall be entitled to a full refund of the Principal Amount along with the prevailing bank interest, calculated from the date of payment of each installment, without any further claims to pay damages or any other compensation on this account. However, developer will not be under the liability for the amount paid toward the taxes of any nature paid/ payable to the Government.

## MAINTENANCE

### A. MAINTENANCE AGREEMENT

- I. The Allottee(s) agrees and understands that in order to provide necessary maintenance services, the maintenance of the Said Complex/Said Building may be handed over to the Maintenance Agency. The Allottee(s) agrees to enter into a maintenance agreement with the Company or the Maintenance Agency appointed by the Company for maintenance and upkeep of the Said Complex (including common areas & facilities) and undertakes to pay the maintenance bills/charges thereof. The company reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution. The maintenance charges shall become applicable/payable after thirty days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not. The Allottee(s) shall pay and clear all dues at the time of offer of possession. In addition, an interest free maintenance security (hereinafter referred as IFMS) deposit @Rs...../- per sq ft. of the saleable area and Sinking Fund @ Rs...../- per sq. ft. of the saleable area shall be paid by the Allottee(s) to the Company on offer of possession for fitouts. Further, the general monthly maintenance charges on saleable area, shall be payable in advance by the Allottee(s) to the Company/ Maintenance Agency for a period of ..... ,deemed to commence from one month after the letter of offer of possession for fitouts. Upon the expiry of said period of ....., the same shall be payable by the Allottee(s) on a monthly basis. The maintenance charges per Sq. Ft. shall be fixed at the time of offer of possession for fitouts.
- II. The Maintenance Charges, both fixed/variable and enhancement/variation therein shall be subject to the increase in the cost of various inputs such as wages/salaries of necessary personnel, costs of various materials, including but not limited to the necessary various petroleum products for the provision of the maintenance services in the complex, and the said enhancement/variation would be directly in proportion to the annual percentage change/increase in the Consumer Price Index (CPI), as detailed hereunder:

#### Maintenance Charges and applicable Escalation

##### a) Base Maintenance charges :

The Base Maintenance charges shall be calculated at the time of offer of possession and shall be subject to variation during the period under maintenance as per description below.

##### b) Price variation ( Increase / decrease ) in Base Maintenance Charges due variation in Labour wages and Petrol/Oil/Lubricants (POL):

###### i. Adjustment for variation in wages of Labour:

If during the currency of maintenance period, the minimum wages of labour are increased by the competent authority under the Minimum

Wages Act, the base maintenance charges shall be revised (increase/decrease) accordingly on quarterly basis.

Variation for labour wages shall be worked out as under.

$$VL = M \times (Y / 100) \times ((Li - Lio) / Lio)$$

Where VL is Variation due to labour wages (i.e. increase or decrease in the amount in Rs. -to be paid or recovered)

M=100% value of Base Maintenance charges

Y=Labour component i.e. Expected at 75 % ( Seventy five percent ) of Base Maintenance charge

Li=Revised minimum wages of un – skilled adult male labour , fixed under any law , statutory rule or order , or applicable in the state where the project is located as applicable on the last date of the quarter previous to the one under consideration.

Lio=Minimum wages of un – skilled adult male labour , fixed under any law , statutory rule or order , or applicable in the state where the project is located as applicable on 31st March, 2015

**ii.** Adjustment for variation in POL :

$$VF = M \times (Z / 100) \times ((Fi - Fio) / Fio)$$

Where VF is Variation due to cost of Fuel, Oil & Lubricant (i.e. increase or decrease in the amount in Rs . to be paid or recovered )

M=100 % value of Base Maintenance charges

Z=Component of Fuel, Oil & Lubricant in percent of the Base Maintenance charges (Expected at i.e. 25 % of Base Maintenance Charges)

Fi=All India whole sale price index for Fuel , Oil & Lubricant for the period under consideration as published by Economic Advisor to Govt. of India Ministry of Industry and Commerce , New Delhi as applicable on the last date of the quarter previous to the one under consideration.

Fio=All India whole sale price index for Fuel, Oil & Lubricant valid on 31st March, 2015

- III. The Annual Maintenance Charges of the lifts installed in the particular tower and pumps and other equipment in the Complex shall be borne by the Company for a period of ..... (which is included in the above mentioned maintenance charges), only from the date of offer of possession of that tower, and subsequent to the expiry of the aforesaid period of ..... it shall thereafter be maintain and upkeep by maintenance agency. Allottee(s) undertakes to absolve the developer after a period of ..... as stated from any legal liability arising therefrom.
- IV. The apartment shall be used for the residential purpose only and not put to use for any purpose, which is likely to cause public nuisance or not permissible under the laws and Bye-Laws. Any type of encroachment/construction in the entire complex including roads, lobbies, roof etc. shall not be allowed to the apartment's owners or associations of apartment's owners. They also shall not be permitted to enclose verandah, lounges, balconies, common corridors, even if particular floor/floors occupied by the same party. No projections shall be attempted to be made from the balconies. Any alteration in the external facade, elevation and outside colour scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of apartment, signboard, publicity or advertisement material outside the apartment or anywhere in the common areas shall not be permitted to the individual Allottee(s) and the decision of the Developer or its maintenance agency will be final. Any type of minor or major change inside the apartment which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC bear wall supporting whole the structure therefore no change is allowed.
- V. The Common areas electricity & water charges shall be payable on monthly basis by all the allottee(s) on a proportionate sharing basis, while Electricity, power back-up and replacements if any are to be paid separately as per actual. Moreover, the Company/maintenance Agency of the Company shall have the right to cut off/withhold or in any manner curtail or reduce any essential supply/service enjoyed by such Allottee(s), that may include disconnection of water/sewer and power/power backup connections, usage of parking facilities and debarment from usage of any or all common facilities or any individual services, within the complex, in case the Allottee(s) fails or neglects to pay the maintenance or any other charges, (general or common) for a period of thirty days from the date of intimation. The Company/maintenance agency will maintain the complex, subject to receipt of maintenance charges, for a period of twenty four months. Such period will be deemed to commence from the date of offer of possession for fitouts of that tower. On expiry of the above said period of twenty four months or at any time before or thereafter, the maintenance services of the Complex may be handed over to a legally constituted association of apartment owners as an when deemed fit by the company after the receipt of written request in this regard from all Allottee(s) of the complex.
- VI. Subsequent to the expiry of the initial period of ..... , the Allottee(s) will continue to pay the said maintenance charges on monthly basis.
- VII. At the time of handing over of the maintenance of the complex to the legally constituted association of apartment owners, the un-utilized balance security deposits, if any, shall be transferred to the respective legally constituted association of apartment owners only. The Company/maintenance agency may outsource any or all maintenance activities to

outside agencies and authorize them to do all acts necessary in this regard. The maintenance shall be handed over to the legally constituted association of apartment owners as per the provisions detailed herein above.

- VIII.** The Allottee(s) specifically consents to sign the “**Maintenance Agreement**” before executing and registering the sale deed in their favour, either with the Company or its Maintenance agency which will undertake the maintenance activity for facilitating the running of required infrastructure facilities.

Further, the Maintenance Agreement inter alia shall broadly contain the following:-

- The scope of maintenance.
  - The charges pertaining to the Maintenance of common facilities/ services and independent areas and facilities/services.
  - The period, the Maintenance Agency shall maintain the common services and facilities.
  - Maintenance of fire-fighting arrangement in the complex.
  - Maintenance of lifts.
  - Maintenance of centralized security of the complex
  - Providing conservancy facilities.
  - AMC of firefighting equipment, lifts, water softening plant, pumps and motors, power back up system, transformer and electricity distribution systems, intercom and any other common facility etc. ( to be shared on equal basis).
  - Charges for power back-up will be paid for separately, towards fixed as well as running.
  - Other services originally provided in the complex and independent areas and facilities.
- IX.** The maintenance of the residential unit including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the Allottee(s) from the date of the possession. Further, the Allottee(s) will neither himself do nor permit anything to be done which damages any part of the building, the staircases, shafts, common passages, adjacent unit/s etc. or violates the rules or bye-laws of the Local Authorities.
- X.** It shall be incumbent on each Allottee(s) to form and join an Association comprising of the Allottee(s) of the complex at the time of taking over of the possession, in compliance to the Uttar Pradesh Ownership Act, 2010 and rule made there under.

It is clearly understood that only common services shall be transferred to the Allottee(s) through their representative body. The Allottee shall have no right in any commercial spaces /premises, building, shops/amenities, Club and office(s) at site etc. constructed in the Complex and the Developer shall be free to dispose off the same on such terms and conditions as it may deem fit. The Company reserves the rights to allot membership for usage of recreational facilities to persons, other than the Allottee(s) of the project, as may be deemed fit by the Company.

Independent areas and facilities: shops, convenient stores, saloon, restaurants / bar and kitchen. their approaches and spaces appurtenant to these in club complex, ownership of all parking's in the complex, all rights in basements, stilts, ramps, along with the required

approaches and spaces appurtenant thereto and any other built-up area not accounted for, in the saleable area shall vest with the company and shall not be handed over to the Allottee(s). Post-handover all the residuary rights for maintenance in the complex including various installations for maintenance shall vest either with the Company and later with the allottee(s) jointly through their representative body and the residuary rights in respect of the prepaid meter system shall continue to vest with the Company till such time the electric connection from the state authorities are got transferred in their own name.

- XI.** The central green lawns and other common area shall not be used for conducting personal functions such as marriages; birthday parties etc. if any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment of necessary charges as may be applicable.
- XII.** The Allottee(s) will allow the complex maintenance teams to have full access to and through his unit and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure as also the services to other apartments, at all reasonable times and in case of emergency, at all times.
- XIII.** If before the expiry period of ..... as mentioned herein above, it is observed by the Company that the Allottee(s) or their representative body are not in a position or interested in taking over the maintenance of the common services after the said period as stipulated, in that case company may at its sole discretion continue to maintain the complex by itself or introduce a maintenance agency for the same, also the company reserves the right to revise the terms of the maintenance agreement. The decision of the Company in this respect shall be final and binding. However, it is admitted and acknowledged and so recorded by and between the parties that the terms of maintenance of common services shall in no way be binding on the Company beyond ....., except as stated above. However the Company if it so desires may discontinue the maintenance services even before the expiry of the said ..... period. In such an event one month prior notice shall be served on the Allottee(s) or its representative body (if any).
- XIV.** There will be a Defect Liability Period upto two years from the date of offer of possession for fitouts, during which the company shall be liable to rectify the defects, if any, in the construction and structure of the said complex. However, air cracks and plaster masonry, wrap page in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations, such as damage resulting from war, fire, earthquake, floods etc. and shall not be applicable on the bought-out-items, most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought-out items, the company shall co-operate with the Allottee(s) in sorting out the matter.

In addition to aforesaid maintenance charges, the Allottee(s) shall also be liable to pay to the Maintenance Agency/Developer the applicable township maintenance charges as may be determined by the Maintenance Agency/Developer for maintaining various services / facilities in the Township such as, but not limited to, street lighting, maintenance of external sewer, garbage disposal and scavenging of streets and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the government or a local body for maintenance, as per the

prevailing rates for the township maintenance as per the Maintenance Agreement, which at present the standard township maintenance charges shall be .....% (..... percent) of the prevailing maintenance charges of the Apartment but can be revised.

**B. WATCH AND WARD ARRANGEMENT:**

The general watch and ward arrangement are proposed to be provided in the Project. Accordingly, the Developer/Maintenance Agency shall have a free hand to restrict the entry of an outsider into the Complex. Provision of such watch and ward service would not create any liability of any kind upon the Developer/Maintenance Agency for any mishap caused by any miscreant.

**C. INTERNAL MAINTENANCE/INSURANCE:**

It is understood by the Allottee(s) that the internal maintenance of the Apartment and also its insurance shall always remain the responsibility of the Allottee(s).

**RIGHTS AND OBLIGATIONS OF THE ALLOTTEE(S)**

**A. FIRE SAFETY:**

The Developer proposes to provide the fire safety measures in the Project as per applicable Fire Safety Norms. If, however, due to any subsequent Central or Local legislation(s)/Government Regulations/orders or directives or guidelines or any change in existing guidelines or the Government orders it becomes obligatory on the Developer to undertake additional fire safety measures, it is consented by the Allottee(s) that he / she shall be liable to pay proportionate charges in respect thereof.

**B. EXPRESS RIGHTS:**

Save and except the provisional rights in respect of the Apartment being allotted to the Allottee(s), the Allottee(s) shall have no claim, right, title or of any nature or kind whatsoever except right of ingress / egress over or in respect of Project, open spaces and all or any common areas of the Project.

**C. COMMON AREA POSSESSIONS:**

The possession of the common areas shall remain with the Developer who shall through the Maintenance Agency appointed by it, supervise the maintenance and upkeep of the same.

**D. ELECTRICITY, WATER and SEWERAGE CHARGES:**

- i. The Electricity, Water and Sewerage connection charges shall be borne by the Allottee(s).
- ii. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer.

- iii. The Allottee(s) undertakes to pay additionally to the Developer on demand the actual cost of electricity, water and sewer consumption charges and/or any other charge which may be payable in respect of the said Apartment.
- iv. The Allottee(s) undertakes to pay extra charges on account of external electrification as demanded by the competent Authority and /or Developer.
- v. All dues/charges shall be subject to applicable taxes and will be paid by the Allottee(s) without any delay or demure.

**E. ENTRY REGULATIONS:**

It is in the interest of the Allottee(s) to help the Maintenance Agency in effectively keeping the Apartment and the Project secured in all ways. For the purpose of security, the Maintenance Agency shall be free to restrict and regulate the entry of visitors into the Project.

**F. NUISANCE AND ANNOYANCE:**

The Allottee(s) shall not use the Apartment for such activities, as are likely to be of nuisance, annoyance or disturbance to other occupants of the Complex or those activities which are against laws or Bye-Laws or any directive of the Government or the local authority or maintenance agency.

**G. PERMITTED USE:**

The Allottee(s) shall always use the Apartment for residence and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and/or the assets of other occupants in the Complex. The Allottee(s) shall not use the Apartment for any activity apart from residence and shall not use the Apartment for any immoral or illegal activity.

**H. INTERNAL SECURITY:**

It is expressly understood that the internal security of the Apartment shall be the sole responsibility of the Allottee(s).

**I. APARTMENT'S INTERIOR MAINTENANCE & INSURANCE:**

The Allottee(s) shall carry out the maintenance and interiors of the Apartment at its own cost. The insurance of the Apartment as well as the interior of the Apartment shall be the responsibility of the Allottee(s), and the Developer shall not in any case be held liable for any damage or loss occurred on account of any negligence or omission of the Allottee(s) or any act caused/ occasioned/occurred by any third party. The Allottee(s) shall not do/store anything which shall affect the insurance conditions/premium for the insurance of the complex/project.

**J. SIGNAGE:**

The Allottee(s) shall not display any name, address, signboard, advertisement material, etc. on the external facade of the Apartment/Tower in the Project, if it is found then the developer has the right to demolish the same at the cost and risk of Allottee(s). However, Allottee(s) can display a name plate on the door of their respective apartment after the execution of the sale deed in their favour.

**K. COMPLIANCE OF LAWS:**

The Allottee(s) shall abide by the laws of land, including the local laws and directions of the statutory authorities including terms and conditions of the Allotment Letter. In case any penalty or fine is imposed by any government/statutory or other local authority for violation of any law by the Allottee(s), the same shall be paid by the Allottee(s).

**L. TAXES AND LEVIES:**

- i. All payments, charges, fee etc payable hereunder or under any contractual obligation of the Allottee(s) with the Developer, shall be paid by the Allottee(s) alongwith all applicable taxes e.g. service tax, value added tax, works contract tax and other taxes applicable thereon and that the Allottee(s) shall pay all such taxes as applicable from time to time without any demur and delay.
- ii. All taxes, levies, assessments, demands or charges levied or leviable in future on the land or the buildings or any part of the Complex shall be borne and paid by the Allottee(s) on the Super area of the Apartment.
- iii. The Allottee(s), shall furnish his/her Income Tax Permanent Account Number (P.A.N.) or Form 60/61 as applicable.
- iv. In the event of any enhanced or escalated compensation, amount, etc., in relation to the acquisition or otherwise, charged or levied by the Central or the State Government or by the appropriate authority in relation to the Said Land, the same shall be borne by the Allottee(s) in a pro rata manner.

**M. ALTERATIONS IN THE APARTMENT:**

- i. The Allottee(s) shall not make any such additions or alterations in the Apartment so as to cause blockage or interruption in the common areas and facilities within the Project and/or to cause any structural change/damage or encroachment to the structure of the building(s) in the Project.
- ii. The Allottee(s) shall not demolish any structure of the Apartment or any portion of the same or cause to make any new construction in the Apartment without the prior approval and consent of the Developer or the local authority, if so required. The Allottee(s), however, undertakes that it shall not divide/sub-divide the Apartment in any manner. The Allottee(s) shall not change the appearance, colour and facade of outer Walls of the Apartment. The Allottee(s) will keep the Apartment well maintained at all times.

**N. COMMUNICATION/ CORRESPONDENCE ADDRESS:**

In case of joint Allotment, all communications demand notices etc. shall be sent by the Developer to the Allottee(s) whose name appears first and at the address given by them which shall for all purposes be considered as served on all the Allottee(s) and no separate communication shall be sent to the other named Allottee(s). It shall be the responsibility of the Allottee(s) to inform the Developer by Registered post and email about all subsequent changes in his address, if any, failing which all demands notices and letters posted at the earlier register or address will be deemed to have been received by them at the time when those should ordinarily reach such address. The allottee(s) will obtain a written confirmation from the developer about the change in the address or any other detail.

**Allottee(s)**

**Developer**

**O. BULK SUPPLY OF ELECTRICITY:**

If the permission to receive and distribute bulk supply of electricity in the Said Project is received by the Developer or its nominated Maintenance Agency or the Association, the Allottee(s) herein undertakes to abide by all the conditions of the sanction of bulk supply and to pay on demand, proportionate share of all deposits or charges paid or payable by the Agency to whom permission to receive bulk supply and distribute the same is granted. Subject to the foregoing, the Allottee(s) shall execute a Power Supply Agreement and/or any other document as may be required for this purpose, containing requisite terms and conditions.

**P. POWER BACK-UP:**

The Developer shall install additional equipments for Power back-up facility common to all Apartments in the said Complex.

It is however accepted by the Allottee(s) that the availability of the said Power Back-up facility shall be subject to regular payment of all charges as may be applicable towards the said facility. An affidavit cum undertaking with regard to the said Power Back-up facility, duly executed by the Allottee(s) is annexed hereto as **Annexure 'C'**.

Further, the said Power back-up facility, being an additional feature the Allottee(s) herein shall not claim any loss or damage, whether direct or consequential, from the Developer in the event of default on part of the Maintenance Agency /any other body providing the same. The said Power Back-up Facility shall be usage based and the Allottee(s) shall regularly pay its proportionate share of costs, charges, expenses, etc. incurred by the Maintenance Agency in providing the same. That the Allottee(s) accepts not to claim any loss or damage whether direct or consequential, from the Developer/Maintenance Agency/any other body providing the same, in the event of low/high voltage, low/high frequency, inconsistent or non-availability of the same for reasons beyond their control.

**Q. LIMITED COMMON AREAS AND FACILITIES:**

The Allottee(s) understand that the parking space available in Basement and some part of the Garden/open area at of "Rise Organic Ghar" Complex are limited Common areas and that the Developer may reserve them for use of certain Allottee(s) only to the exclusion of other Allottee(s) on certain terms and conditions. It is also understood by the allottee(s) that the club being developed in the "**Rise Organic Ghar**" Complex is not a part of common area and the ownership of same shall rest with RPPL at all times.

**REPRESENTATIONS AND OBLIGATIONS OF THE DEVELOPER**

- A.** The Developer undertakes to allow the Allottee(s) to hold, use and enjoy the Apartment and every part thereof without creating any unreasonable interruption either by itself or by any person or persons claiming under, for or on its behalf, after getting the sale registered in their favour and on the physical hand over of the possession.

**Allottee(s)**

**Developer**

- B.** In case the Allottee(s) wants to avail of a loan facility from its employer, banks, institution(s) or financing bodies to facilitate the purchase of the Apartment applied for, the Developer shall facilitate the availment subject to the following:
- a)** The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
  - b)** The responsibility of getting the loan sanctioned and disbursed as per the Developer's payment schedule will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed due to any reason whatsoever, the payment to the Developer shall not be delayed for such reason.
  - c)** It will be the sole responsibility of the Allottee(s) to pay the regular installments for such loans as may have been availed by them and in case of default, and such financial institution declaring the Allottee(s) as defaulter and declaring his loan account as Non-Performing Asset in their books of account and further approaching the Developer with necessary papers, the Developer will be free to take steps accordingly and proceed with the cancellation procedure, subject to necessary cancellation deductions as referred above and will be under the obligation to refund the balance amount in favour of the respective bank.
- C.** The Developer has the right to raise finance/funding from any Bank /Financial Institution/Body Corporate and for this purpose create equitable mortgage of the Plot in favour of one or more of such institutions and for such an act the Allottee(s) shall not have any objection and the consent of the Allottee(s) shall be deemed to have been granted for creation of such charge during the construction/development of the Project. Notwithstanding the foregoing, the Developer shall ensure to have any such charge, if created, are vacated on completion of the Project or before execution of the Sale Deed as contemplated herein.

#### INDEMNITY

The Allottee(s) shall abide by the terms and conditions of the Allotment and all applicable laws and should there be any contravention or non-compliance of any of the provisions of the Agreement/law(s), the Allottee(s) shall be liable for such act. If any loss is occasioned due to the act of the Allottee(s), the Allottee(s) shall indemnify the Developer and its employees for such act(s) which has or may have occasioned the loss.

#### GENERAL

##### **A. EXPENSES ON EXECUTION OF DOCUMENTS:**

All expenses including but not limited to statutory and miscellaneous on the execution of Registered Sale Deed shall be borne by the Allottee(s) only, and will be subject to any applicable NOC, if loan taken from Bank for funding such purchase and the NOC of the Developer for all amounts against the account of the allottee(s) unit.

**Allottee(s)**

**Developer**

**B. FORCE MAJEURE:**

In case the completion of the Apartment is delayed for reasons of 'Force Majeure' or circumstances beyond the control of the Developer or because of any notice or order of the government, including slow down strike, civil accommodation or by reason of war, enemy or terrorist action or an act of God, delay in the grant of Completion/Possession Certificate by the Government and/or any other public or competent authority or for any reason beyond the control of the Developer, the Developer shall be entitled to a reasonable extension of time in the agreed date for delivery of possession of the Apartment. The Company, as a result of such a contingency arising, reserves the right to alter or vary the terms and conditions of allotment as may be required under the applicable laws.

The Allottee(s) agrees not to delay, or withhold or postpone the payments due any reasons whatsoever and in the event of the Allottee(s) delaying, withholding or defaulting in the payments, any consequential sufferance or damages and delay in project shall be at the risk of the Allottee(s) themselves.

**C. EXECUTION OF SALE DEED:**

The Developer shall execute the Sale Deed and cause it to be registered in favour of the Allottee(s) after issuance of Letter of offer for possession for fitouts and completion of construction of the Apartment. Further steps in regard thereof will be taken after receipt from the Allottee(s) of the full consideration and/all other dues or charges mentioned herein. All expenses towards execution of the Sale Deed including any statutory charges, stamp duty, government registration fees, Legal Counsel charges, miscellaneous or other additional charges, if any, payable under law or demanded by any authority shall be paid and borne by Allottee(s).

The Allottee(s) will become the owner only after the sale deed and until such time the Developer shall continue to be the Owner of the Apartment and shall have first charge/lien on the Apartment for all its dues/claims etc.

The Carbon Credit benefits arisen, if any, in **"Rise Organic Ghar"** project will be redeemed by Developer/RPPL and its nominees who will be solely entitled to the same without any obligation to share with any Apartment owner/allottee(s)/agency or organization.

The Developer shall not be liable to any third party, who has made any payment(s) on behalf of the Allottee(s) and that such third party shall not have any right under this Agreement.

Though the Developer shall use the material of standard quality yet after taking possession/deemed possession of the Apartment, the Allottee(s) shall not have any claim as regard quality of material, works, equipments, installations, fittings etc., against the Developer. Further the Allottee(s) shall not have any objection to the ongoing construction and other developments in the Project.

The Allottee(s) understands and confirms that the Developer shall always have the right to transfer the ownership/lease hold rights of the Project in whole or parts, under any arrangement, to any other entity and in the manner as prescribed by Concerned Authorities/GDA.

**Allottee(s)**

**Developer**

The Allottee(s) are aware that the Developer has exclusive rights and interests with respect to the Developer's office building at site..

The Allottee(s) shall be liable and responsible to regularly coordinate with the developer to verify if any installment/payment has become due and to pay the same on time.

The Allottee(s) has understood and confirmed that the performance of obligations by the Developer is contingent upon and bound/regulated by permissions/approvals/sanctions/licenses being/to be granted by various agencies, authorities, departments etc. from time to time. The Allottee(s) agrees and confirms that it shall not have any objection to the Developer/its nominee constructing any additional floor/space due to allowance for additional Floor Area Ratio (FAR) or for any other such reason(s) as may be allowed by the competent authority/GDA or deemed necessary by RPPL. The Allottee(s) further agrees that it shall have no objection to change of Layout, apartment location, floor and apartment size if the same needs to be carried out on account of allowance for additional Floor Area Ratio (FAR) or for any other such reason(s) as may be allowed by the competent authority/GDA/or deemed necessary by RPPL.

Saving and excepting the particular Apartment allotted the intending Allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of other apartments, open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, spaces for commercial complex, parks, basements, parking spaces (excepting what has been allotted by an agreement to Allottee) or tot-lots, space for public amenities, shopping centers, club including its constituent restaurants, spa, gym banquet or any other space therein that has not been allotted to him/her/them, which shall all remain the property of RPPL for all times, unless RPPL decides to dispose them off subject to right of the Allottee(s), as mentioned hereinafter and RPPL can lease out the vacant Apartments or the complete block of the Apartments as a whole or in part to one or more person(s)/company(ies)/institution(s) whosoever for short term or long term.

Since “**Rise Organic Ghar**” is a large project having number of buildings/towers, the entire construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. As such the Allottee(s) must take the possession of his/her/their own flat as soon as it is made available and offered for possession and if the Allottee(s) fail to take possession for fitouts within 30 days thereof, the holding charges shall commence. The Allottee(s) fully understands the risks involved in living in a complex being developed in phases, wherein some towers/phases may be under development/construction and indemnifies RPPL from any liability on account of damages suffered either personally or by its relatives and visitors either to personal well being or to their property.

The Allottee(s) agrees and undertakes that he/she/they shall, after offer of possession/taking possession or receiving deemed possession of the said Apartment, as the case may be or at any time thereafter, have no objection to RPPL constructing or continuing with the construction in the Project or other buildings adjoining the Apartment sold to the Allottee(s). RPPL can add additional floors to the tower if additional FAR is sanctioned by GDA/Competent Authority. The Allottee(s) shall pay to RPPL the entire consideration of the Apartment, as per the Payment Plan opted by them, any deviation from the agreed payment plan can lead to cancellation of Apartment allotted/booked by RPPL.

The Allottee(s) shall be liable to pay all existing and new statutory charges and other CESS/levies, rates, taxes (including GST) such as House Tax, Water Tax, Sewerage Tax, Service Tax, Trade tax, Property

tax, water, electricity charges, Metro Cess etc. demanded or imposed by the State Government/Competent Authority/ Central Government Authorities, in future, retrospectively or prospectively and the same shall be payable by the Allottee(s) from the date of booking as demanded by the company on the super area of the unit. The Allottee(s) agrees and understands that if any dues charges/taxes/fees etc., payable by the Allottee(s) has not been paid because the same has not been demanded by RPPL inadvertently, by oversight, mistake or by ignorance and it came later to the notice of RPPL, then the same shall be paid by the Allottee(s), as and when noticed and demanded by RPPL.

The Allottee(s) may at its option raise finances or a loan for purchase of the Apartment. However, responsibility of getting the loan sanctioned and disbursed as per RPPL's payment schedule will rest exclusively on the Allottee(s). In the event of the loan not being disbursed, sanctioned or delayed, the payment to RPPL as per Payment Plan shall not be delayed by the Allottee(s) and in the event of default in payment as per the Payment Plan the Allottee(s) shall be liable for consequences including cancellation of the allotment and forfeiture of Earnest Money deposit.

The Allottee(s) agrees to pay his share of the cost of repairs and replacement of the common areas of the building structures, floorings, plastering, electrical and sanitary fittings, fixtures, wiring, paneling, glazing etc. of the building in proportion to the space held by it upon becoming Allottee(s) which may be required to be done in the building any time or times, after the handing over of the possession to the Allottee(s). The amount, as apportioned by RPPL as Allottee's share shall be conclusive and binding upon the Allottee(s) and will be payable within 15 days of the demand by RPPL which may be demanded before or after the carrying out of the jobs. The decision of RPPL in that respect will be final and binding. The above detailed repairs etc. to be carried out within the Apartment/space held by the Allottee(s), the entire cost would be borne by the Allottee(s).

The drawings displayed in the Advertisements/Brochure/Site office/Registered office of RPPL showing the Building/Apartment are provisional and tentative and are subject to change at the instance of the sanctioning authorities or RPPL and the changes can be made during the course of construction without any objection or claim from the Allottee(s). Rendered views/ images/their colour, specifications etc. used in the brochure, advertisements, walkthroughs and/or by any other means are only indicative and the specifications as agreed to in this agreement shall supersede any past representation.

The terms of this Allotment letter cum Agreement are in suppression of all earlier communication(s), correspondence(s), offers, application(s), agreement(s) etc, if any, concerning the pricing/consideration, payment plan / schedules and the area of the Apartment.

**D. FEMA:**

The Allottee(s), if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act, 1999 (FEMA), and/or all other necessary provisions as laid down and notified by the Government or concerned Statutory Authorities from time to time, including those pertaining to remittance of payments for acquisition of immovable property in India. The Allottee(s) shall also furnish the required declaration to the Developer on the prescribed format, if necessary.

**E. COMPLIANCE OF CONDITIONS OF APPROVAL/PERMISSION ISSUED BY  
GHAZIABAD DEVELOPMENT AUTHORITY AND OTHER CONNECTED DOCUMENTS**

**Allottee(s)**

**Developer**

AND ALLOTMENT LETTER ISSUED BY THE DEVELOPER - UNDERTAKING BY THE ALLOTTEES(s)

The Allottee(s) specifically undertakes to observe and comply with all the terms and conditions of the Agreement and all the approvals, layout plan and permissions as sanctioned approved by the GDA. Pursuant to the Sale Deed and various approvals, the Developer has been granted with the exclusive rights to develop, construct, market and sell the Housing Project to be developed on the Said Land with FAR already sanctioned by the Government for construction of building and other structures in accordance with the License granted by GDA and as permissible under the applicable laws. RPPL has the requisite authority to execute the Housing Project and undertake allotment of the Apartments in the Housing Project. The Allottee(s) hereby agrees to abide by the following:

- I. To pay all rates, taxes, charges, cess and assessment called by whatever name for every description in respect of the Said Land or building constructed thereon, assessed or imposed from time to time by any Authority/Government. In exceptional circumstances, the time of deposit for the payment due may be extended but in such case of extension of time, interest shall be charged for the defaulted amount for delayed period.
- II. In case the residential Apartment is used otherwise than for residential use, a penalty may be imposed by the GDA or any other local authority. The Allottee(s) shall be issued notice by the Maintenance Agency in case of any misuse of the apartment which is brought to it's notice and the Allottee(s) will immediately stop such misuse.
- III. To obey and submit to all directions issued or regulations made by the GDA now existing or hereinafter to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the Apartments.
- IV. The Allottee(s) shall not display or exhibit any picture, poster, statue or other articles which are repugnant to the morals or are indecent or immoral. The Allottee(s) shall not display or exhibit any advertisement or placard in any part of the exterior wall of the Building except which shall be constructed over a demised premises at a place specified for the purpose by the GDA/ Concerned Authority in the architectural controls.

**F. BREACH:**

The Allottee(s) hereby confirms that he has read and/or it has been explained to him and he has understood each and every clause of this Agreement, its Annexures etc, and the Allottee(s) now executes this Agreement being fully conscious of its rights and obligations as also the limitations of the Developer and undertakes to faithfully abide by all the terms and conditions of this Agreement.

In case the Allottee(s) fails to perform or observe all or any of the stipulations contained herein, the Developer shall have the right to cancel the Allotment and the Earnest Amount along with accrued interest on delayed payment till the time of breach, if any, shall be retained by the Developer.

**G. APPLICABLE LAWS AND JURISDICTION:**

All or any dispute arising out of or touching upon or in relation to the terms of this Allotment Letter cum Agreement including the interpretation and validity 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 Conciliations Act,

**Allottee(s)**

**Developer**

1996 or any statutory amendments, modification thereof for the time being in force. The Arbitration proceedings shall be held in New Delhi by a sole Arbitrator to be appointed by the RPPL. The Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment even if the person so appointed, as Arbitrator, is an employee or advocate of the RPPL or is otherwise connected to the RPPL and the Allottee(s) confirms that notwithstanding such relationship/connection, the Allottee(s) shall have no doubts as to the independence or impartiality of the said Arbitrator. The Courts at Ghaziabad shall alone have the jurisdiction in all matters arising out-of/touching and/or concerning this Agreement regardless of the place of execution of this agreement.

**H. NOTICE:**

Any notice or letter of communication to be served on either of the parties by the other shall be sent by registered post at the address given here above and shall be deemed to have been received by the addressee within 72 hours of posting. However, any change in the address of the Allottee(s) shall be communicated to the developer via registered post and duly acknowledged.

IN WITNESS WHEREOF THE PARTIES hereto have hereto and to a duplicate copy hereof set and subscribed their respective hands at the place and on the day, month and year mentioned above under their respective signatures in the presence of witnesses:

**Allottee(s)**

**Developer**

## PAYMENT PLAN

### (RISE ORGANIC GHAR)

Customer Name: MR. \_\_\_\_\_

Payment Plan: \_\_\_\_\_

Type: \_\_\_\_\_

Type: \_\_\_\_\_  
Flat: \_\_\_\_\_

Flat: \_\_\_\_\_  
Floor: \_\_\_\_\_

Tower: \_\_\_\_\_

Super Area: \_\_\_\_\_

<b>Installment Name</b>	<b>%</b>	<b>Net BSP</b>	<b>Other Charges</b>	<b>IFMS</b>	<b>Net Due</b>
	Total				

Note : Final accounting including various charges etc. like IFMS shall be calculated at the time of Offer of Possession.

**Allottee(s)**

## Developer

## ANNEXURE B

## MATERIAL SPECIFICATIONS

[illegible]**Allottee(s)**

Developer

## AFFIDAVIT CUM UNDERTAKING

I/We \_\_\_\_\_ Mr./Ms./Mrs. \_\_\_\_\_,  
 S/o/D/o/W/o \_\_\_\_\_,  
 R/o \_\_\_\_\_

And \_\_\_\_\_ Mr./Ms./Mrs. \_\_\_\_\_,  
 S/o/D/o/W/o \_\_\_\_\_,  
 R/o \_\_\_\_\_

Do hereby solemnly affirm and declare as under:

1. That I/We have applied for Allotment of an Apartment No \_\_\_\_\_, TOWER \_\_\_\_\_, on \_\_\_\_th Floor having Super Area \_\_\_\_\_ SQ.FT. (\_\_\_\_ Sq. Mtrs. approx.) Corresponding Built up area \_\_\_\_ sq. ft. along with \_\_\_\_ Sq. Ft Balcony Area in "RISE ORGANIC GHAR" at Plot No. GH - 3, A Block, Jaipuria Sunrise Greens NH-24, Village Shahpur Bamheta, District Ghaziabad, Uttar Pradesh, (hereinafter referred to as the Apartment), from Rise Projects Pvt. Ltd. New Delhi (hereinafter in this Affidavit referred to as the 'Developer'), wherein the Power Back-up Services are proposed to be provided by the Developer or the Maintenance Agency or any other entity as may be appointed/nominated by the Developer.
2. That the Developer has offered to install requisite equipments in order to make available power back-up in the Complex.
3. That I/We accept the above offer on the broad terms as envisaged herein below.
4. That I/We hereby agree to avail Power Backup services in the Apartment.
5. That I/We do hereby affirm and declare that the I/We shall use the Power Backup services in conformity with terms and conditions, rules, regulations, circulars, instructions, notices and information as may be provided by the Developer and/or the Developer from time to time.
6. That I/We do hereby agree, affirm and declare that I shall regularly pay the fixed charges as well as the usage charges for the apartment area as also proportionate consumption charges for the common areas lighting calculated on per unit metered reading basis that may be installed by the Developer/Nominated Maintenance Agency.
7. That I/We do hereby agree, affirm and declare that I/We shall be billed by the Developers/Nominated Maintenance Agency based on meter reading and that I/We undertake to pay the same within 7 (Seven) days of receipt of the said bill.
8. That I/We agree, affirm and declare that in the event the Developer installs a separate electric meter or a duel meter for such purpose, I/We shall have no objection to the same.
9. That I/We understand that in the event a separate electric meter is installed by the Developers/Nominated Maintenance Agency, the cost of such installation/repair/replacement shall be borne by me/us.

**Allottee(s)**

**Developer**

10. That I/We do hereby agree, affirm and declare that in the event of non-payment of the aforesaid bills within due date, the Developers//Nominated Maintenance Agency shall be at liberty to disconnect the said power backup services and demand payment of interest on the delayed payment at such interest rates and other charges as determined by the Developers//Nominated Maintenance Agency and which I/We shall be obliged to pay. Further any reconnection of the same shall be done only after payment of all the dues, including interest, cost, damages, reconnection charges etc. I/We agree that the cost of reconnection shall be borne by me/us.
11. That I/We shall pay all the aforesaid charges billed to me/us and I/We shall not hold or delay the payment of bill of all difference/dispute as to the accuracy or otherwise. I/We further agree and affirm that in the event of and difference/dispute, I/We shall first pay the required bill and thereafter seek to resolve the dispute within seven days of the due date as stated in the bill.
12. That I/We do hereby agree, affirm and declare that all installations including but not limited to electrical wiring inside the Apartment shall be done in conformity with the specifications and standards provided by the Developers//Nominated Maintenance Agency at cost to me/us. I/We shall be solely responsible for any accident, injury, damage to the building, mishap etc. and shall not hold the Developers/Nominated Maintenance Agency responsible for any default or non compliance in this regard and indemnify accordingly.
13. That in the event the said Apartment is Leased/Licensed to any other person or entity, I shall indemnify the Developers/Nominated Maintenance Agency towards timely and adequate payment of bills towards the aforesaid Power Back-up Services.
14. That in the event the said Apartment is Leased/Sub Lease/Licensed to any other person or entity, I shall indemnify the Developers/Nominated Maintenance Agency against any theft, misuse, nuisance, delay or default in payment of consumption and other charges due and payable by such person or entity.
15. I/We agree that even in case of non use of the Power Back-up Services for a period of one month or more, I/We shall pay the fixed and minimum usage charges per KWH of my connected load as per the Circular/Guidelines issued by the Developer/Nominated Maintenance Agency from time to time.
16. That I/We agree, undertake and affirm that I shall always comply with the terms of this undertaking, the applicable laws for the time being in force including but not limited to electricity laws and shall throughout indemnify the Developer/Nominated Maintenance Agency against any loss, damage or injure due to any act or abstinence or due to non compliance of any statutory requirements of the same on my/ our part.
17. That I/we humbly submit accordingly.

**Allottee(s)/Deponent(s)**

**Allottee(s)**

**Developer**

**Verification:**

Verified at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ that the contents of para's 1 to 17 of this Affidavit are true and correct to my own knowledge and that nothing material has been concealed there from.

**Allottee(s)/Deponent(s)**

**Allottee(s)**

**Developer**

ANNEXURE - D

LAYOUT PLAN OF THE APARTMENT

**Allottee(s)**

**Developer**

## ASSIGNMENTS AND ENDORSEMENTS

### First Transfer

I/We hereby assign all the rights and Liabilities under this Agreement in favour of: _____ _____ _____	I/We hereby accept all the rights and Liabilities under the Agreement assigned in my/our favour by: _____ _____ _____
TRANSFEROR	TRANSFeree
The above Transfer is hereby confirmed.	
Date: _____	Authorized Signatory  M/s. Rise Projects Pvt. Ltd.

### Second Transfer

I/We hereby assign all the rights and Liabilities under this Agreement in favour of: _____ _____ _____	I/We hereby accept all the rights and Liabilities under the Agreement assigned in my/our favour by: _____ _____ _____
TRANSFEROR	TRANSFeree
The above Transfer is hereby confirmed.	
Date: _____	Authorized Signatory  M/s. Rise Projects Pvt. Ltd.

**Allottee(s)**

**Developer**