

FLAT ALLOTMENT AGREEMENT

This Flat Allotment Agreement is made and executed at New Delhi on this _____ day of _____ 201__.

BETWEEN

M/S _____ a Special Purpose Company duly constituted and registered under Companies Act, 1956, having its office at "Sikka House", C-60, Preet Vihar, Vikas Marg, New Delhi hereinafter referred to as the "**Developer**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors in interest, assigns, administrators, and legal representatives) through its director/authorized signatory, etc.) of the One Part.

AND

I. FOR INDIVIDUAL (S) / JOINT APPLICANT(S)

Sh./Smt. _____
S/D/W of Sh. _____
Resident of _____
PAN No. _____ **Mob.** _____ **Email** _____

b. *Sh./Smt. _____
S/D/W of Sh. _____
Resident of _____
PAN No. _____ **Mob.** _____ **Email** _____

c. *Sh./Smt. _____
S/D/W of Sh. _____
Resident of _____
PAN No. _____ **Mob.** _____ **Email** _____
(*To be filled In case of joint Applicant(s))

(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 heirs, executors, administrators, legal representatives, successors, nominees and permitted assigns) of the Other Part.

II. FOR PARTNERSHIP FIRMS

****M/s.** _____ a Partnership Firm duly registered under the Partnership Act, having its office at _____, having PAN No. _____ through its authorized representative/ partner Mr./Ms. _____, 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 and their heirs, legal representatives, administrators, executors, nominees, successors and permitted assigns) of the Other Part and whereas the Partnership Firm is competent to enter into this Agreement. The authority letter from the firm/other partners is annexed with this Agreement AS Schedule -1.

III. FOR COMPANIES

**** M/s.** _____, a Company registered under the Companies Act, 1956, having

its registered office at _____, having PAN No. _____, through its duly authorized representative/signatory Mr./Ms. _____ 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 administrators, successors in interest, nominees and permitted assigns) of the Other Part. The said Board Resolution is annexed with this Agreement as **Schedule-II**.

(**To be filled in case of Partnership Firms, Companies, etc.)

AND WHEREAS the Developer has acquired right, title and interest in Plot No. _____ admeasuring about _____ sq. meters approx. from _____ by way of sub-lease deed dated _____ who was granted the lease of the above plot by the _____ Authority (hereinafter referred to as Authority) by way of Lease deed dated _____ and is duly empowered to develop/build flats and allot, enter into agreement for sub-lease and sub-lease the flats with parking space in the Group Housing Complex.

AND WHEREAS the Developer shall develop the said Plot of Land by constructing thereon a Residential/Group Housing Complex to be known as "_____ **Greens**" in accordance with the sanctioned building plans and necessary permissions from the concerned government authorities.

AND WHEREAS, the project is duly registered with the **Sate Real Estate Regulatory Authority of _____ with Registration No. _____**. **The website of the Sate Real Estate Regulatory Authority of _____ is _____**.

AND WHEREAS the Allottee(s) had applied for allotment of the flat vide his/her/their Application dated _____ with full knowledge of all laws/ notifications and rules applicable to the area in general and the arrangement pertaining to the Complex named as "_____ **Greens**" and is satisfied in respect of ownership/title of the land/property.

AND WHEREAS the Allottee(s) has physically visited the site/plot of the project, inspected the building plans, location plans, ownership records and has verified and satisfied himself as to the right/title of the Developer, building plans/documents and all other relevant details and terms and conditions of the Lease Deed executed by _____ Authority in favour of M/s _____ and the sub-lease deed executed by M/s _____ in favour of the Developer (Lease by the Noida Authority Sub lease deed dated _____ to be together referred to as "Principal Lease Deed"). The Allottee(s) has confirmed and hereby declares that he has clearly understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement and the Principal Lease Deed and shall abide by the terms and conditions of the same.

AND WHEREAS the Allottee(s) have gone through all the documents pertaining to the project and is/are fully satisfied with the status of the sanctions, approvals, licenses, services, facilities, amenities, etc. related to the project and the unit as on the date of execution of the present agreement.

AND WHEREAS the Allottee(s) have made his/her/their own independent enquiries about the project and the status of its various sanctions, approvals, licenses, etc. including the details available on the government website created under the provisions of The Real Estate (Regulation and Development Act), 2016 and hereby declare that, as per his/her/their own independent enquiries the Developer Company has complied with all the provisions and conditions prescribed under The Real Estate (Regulation and Development Act), 2016 applicable to the developer/builder and with respect to the said project and hereby undertake to not raise any objection/claim/dispute in this regard at any time in future.

AND WHEREAS the Allottee(s) state, declare and agree that he/she/they are executing the present

agreement out of his/her/their own free will and without any inducement or any additional offer/representation from the side of the Developer Company and or the Real Estate Agent, if any.

AND WHEREAS the flat is being allotted to the Allottee(s) with the condition that the same shall be put to use for their bonafide _____ **PURPOSE** only (hereinafter referred to as the "AUTHORISED PURPOSE").

AND WHEREAS The Allottee(s) is entering into the present Agreement with full knowledge of all the rules, regulations, laws and bye laws governing the present Agreement and shall further abide by all these rules and regulations in consonance with other laws and bye laws.

AND WHEREAS the Developer relying on the confirmations, representations and assurances of the Allottee(s), to faithfully abide by all the terms and conditions and stipulations contained in this Agreement has accepted in good faith his application to allot the said Unit/Flat and has now agreed to enter into this Agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **DEFINITIONS:-** Until and unless repugnant to the meaning or the context thereof the terms used in the present agreement shall mean and be understood as under:
 - 1.1 **"AGREEMENT"**: Agreement shall mean this instrument as originally executed and delivered and if amended, renewed or extended by the mutual agreement of the parties hereto, in writing. The present Agreement shall be considered to be the "agreement for sale" as defined in section 2 (c) of The Real Estate (Regulation and Development Act), 2016.
 - 1.2 **"ALLOTTEE(S)/FLAT ALLOTTEE(S)"**: Allottee(s) shall mean any individual, a group of individuals, firm, body corporate, association etc. to whom the unit/flat has been allotted by the Developer under the present agreement and shall include any other transferee, assignee, etc. of the Original Allottee (s) and the terms of the present agreement shall apply automatically upon such transferee, assignee, etc. who shall be bound by the terms of the present Agreement.
 - 1.3 **"APARTMENT/UNIT/FLAT"**: Apartment/Unit/Flat shall mean the Apartment/Unit/Flat agreed to be allotted under the present agreement and shall have the same meaning as provided in Section 2(e) of The Real Estate (Regulation and Development Act), 2016.
 - 1.4 **"AUTHORISED PURPOSE"**: Authorised Purpose for the purpose of the present agreement shall be _____ (in compliance with all the rules, regulations, laws, etc. of the concerned authorities/governments), of the flat Allottee(s) only.
 - 1.5 **"AUTHORITY"**:- Authority shall mean the Authority which has allotted the plot of land for development of the Complex and/or the concerned authority who controls/guides/establishes rule for development and use such complex and shall also mean the "competent authority" as defined in section 2(p) of The Real Estate (Regulation and Development Act), 2016.
 - 1.6 **"ASSOCIATION" or "ASSOCIATION OF APARTMENT OWNERS"** shall have the same meaning as provided in The Uttar Pradesh Apartment (Promotion Of Construction, Ownership And Maintenance) Act, 2010 and shall mean the association of the apartment Owners formed in accordance with The Uttar Pradesh Apartment (Promotion Of Construction, Ownership And Maintenance) Act, 2010.
 - 1.7 **"BASIC SALE PRICE"**: Basic Sale price of the Flat shall mean the price indicated by the Developer for a particular flat in the application form and signifies the cost of the super area being allotted to the Allottee(s) and such other facilities/amenities which are specifically included in the Basic sale Price by the Developer. Basic Sale Price does not include VAT, State Service Tax, Central Service Tax, Work Contract Tax, Service Tax, Education Cess or any other present/future tax by whatever name called in

connection with the construction of the group housing society. All other charges not specifically included in the Basic Sale Price shall be over and above the Basic Sale Price of the Flat and payable by the Allottee(s) separately and in addition to the Basic sale Price to the Developer before execution of the sub-lease deed in favour of the Allottee(s) as per the payment schedule or as and when demanded by the Developer.

- 1.8 **“COMPLEX”**: Complex shall mean the total area of plot of land leased to the Developer by the concerned Authority for development and shall include all residential towers and other facilities/structures provided/created/developed within the said plot of land but excluding the Independent Areas.
- 1.9 **“DEVELOPER/PROMOTER”**: Developer/Promoter shall mean M/s _____ Pvt. Ltd., a Company duly constituted and registered under Companies Act, 1956, having its office at “Sikka House”, C-60, Preet Vihar, Vikas Marg, New Delhi” and shall include its successors in interest, assigns, administrators, and legal representatives, etc.
- 1.10 **“EARNEST MONEY”**: ____ % of the total consideration for the flat being allotted to the Allottee(s) alongwith the tax, the brokerage and other administrative/related charges shall mean and constitute the Earnest money for the purpose of the present agreement.
- 1.11 **“INDEPENDENT AREAS”**: Independent Areas shall mean and include the areas which have been declared but not included as common areas for joint use of final transferee(s)/ flat allottee(s), in whose favour the final sub-lease deed has been executed by the Developer, and may be sold by the Developer without the interference of other final transferee(s) / flat allottee(s)/apartment owners.
- 1.12 **“INTEREST/RATE OF INTEREST”**: Interest/ Rate of Interest payable by the Allottee(s) to the Developer and by the Developer to the Allottee in case of default of the terms of the present agreement shall be the rate of interest offered by the State bank Of India to the non-senior citizens for the one year fixed deposits plus 1 % (One Percent).
- 1.13 **“MAINTAINENCE AGENCY”**: Maintenance Agency shall mean the Developer or any other nominee/assignee of the Developer to whom the functions of maintenance of the complex are assigned by the Developer whether by way of an agreement or otherwise and it could be an individual, a group of individuals, a partnership firm, a body corporate, an association etc. as the Developer may deem fit. Such Maintenance Agency shall be responsible for providing and maintaining the essential services, on chargeable basis, till the taking over of the maintenance of the project by the association of the Apartment Owners.
- 1.14 **“MAINTENACE CHARGES”**: Maintenance Charges shall mean the charges which the Allottee(s) shall be liable to pay periodically to the Developer/ Maintenance Agency towards general maintenance of the complex including but not limited to the charges towards electricity, water, club, security, cleanliness, garbage disposition, garden maintenance, gas supply, maintenance of the common areas, power back-up, insurance, pollution control devices, rain harvesting, etc., if so provided at the complex. All other and future charges recoverable from the Allottee(s) as per the terms of this Agreement shall be charged under Maintenance Charges and shall be included in the periodic bill served to the Allottee(s) by the Maintenance Agency.
- 1.15 **“PREFERENTIAL LOCATION CHARGES”**: Preferential Location charges shall mean and include the charges being included in the total consideration for a particular flat being charged for its particular placement/location within the block/ tower in which the flat is located and which placement/location is considered to be preferential by the Developer.
- 1.16 **“SUPER AREA”**: Super Area is merely the rough estimation of the sum of carpet area and the proportionate common areas under the project and only indicative in nature. As per applicable rules, the rates shall always be considered to be in relation to the carpet area only and shall not be affected by the

actual super area. The parties understand, accept and agree that the final Super Area would be confirmed only upon receipt of the Completion Certificate from concerned Authority by the Developer.

- 1.17 **"DETAILS OF THE UNIT"** : Details of the unit have been provided in **Annexure-__**.
- 1.18 **"SPECIFICATIONS OF THE UNIT"**: Specifications of the Unit have been provided in **Annexure-__**.
- 1.19 **"TOTAL COST OF THE UNIT"**: Break-up of the total cost of the unit have been provided in **Annexure-__**.
- 1.20 **"PAYMENT PLAN"**: Payment Plan or the dates by which payments towards the cost of the apartment are to be made by the allottee(s) have been provided in **Annexure-__**. All payments by the Allottee(s) to the Developer shall be made only by way of crossed cheques/Demand Drafts/Pay Orders drawn in favour/name of the Developer and payable at Delhi.
- 1.21 **"DETAILS OF THE PROJECT"**: Details of the Project have been provided in **Annexure-__**.
- 1.22 **"SPECIFICATIONS OF THE PROJECT"**: Specifications of the Project have been provided in **Annexure-__**.
- 1.23 **"DETAILS OF INTERNAL DEVELOPMENT WORKS"**: Details of internal development works have been provided in **Annexure-__**.
- 1.24 **"DETAILS OF EXTERNAL DEVELOPMENT WORKS"**: Details of external development works have been provided in **Annexure-__**.
- 1.25 **"COMPLETION DATE"**: Completion Date for the purpose of the handover of the apartment to the Allottee(s) have been provided in **Annexure-__**.
- 1.26 **"REAL ESTATE AGENT"**: Details of the Real Estate Agent/Broker, if any, have been provided in **Annexure-__**.
- 1.27 **TERMS NOT DEFINED IN THE AGREEMENT**: The other terms such as "Carpet Area", "Common Area", "Real Estate Agent", "Sanction Plan", etc. used herein but not defined specifically herein shall have the same meaning as assigned to them in The Real Estate (Regulation and Development Act), 2016 or the rules made thereunder.
- 1.28 **USE OF GENDER AND SINGULAR/PLURAL WORDS**: Throughout the Agreement for all purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have been modified and read suitably whenever Allottee(s) is a joint stock company or any other body corporate or organization or partnership firm or an association, etc.
2. That the Developer hereby allots and agrees to sublease/transfer the Flat and the Allottee(s) hereby agrees to take the Flat on sublease as described in this Agreement in the Complex as per the specifications indicated in the present Agreement and accepted by him for a basic sale price plus other additional charges as applicable and described in this Agreement in respect of the Flat and subject to strict compliance of all the terms and conditions of the present Agreement. It is accepted, admitted and agreed by the Allottee(s) that all information, documents and clarification with regard to the size and description of the complex/flat has been provided to the Allottee(s) by the Developer and the Allottee(s) hereby acknowledges the same. The Allottee(s) has/have physically visited the site/plot of the project, inspected the building plans, location plans, ownership records and has verified and satisfied himself as to the right/title of the Developer. The Allottee(s) has/have confirmed and hereby declares that he/she/they have clearly understood his/her/their rights, duties, responsibilities, obligations under each and all the clauses of this Agreement and the Principal Lease Deed and shall abide by the terms and conditions of the same.

3. That the Allottee(s) have gone through all the documents pertaining to the project and is/are fully satisfied with the status of the sanctions, approvals, licenses, services, facilities, amenities, etc. related to the project and the unit as on the date of execution of the present agreement. The Allottee(s) have made his/her/their own independent enquiries about the project and the status of its various sanctions, approvals, licenses, etc. including the details available on the government website created under the provisions of The Real Estate (Regulation and Development Act), 2016 and hereby declare that, as per his/her/their own independent enquiries the Developer Company has complied with all the provisions and conditions prescribed under The Real Estate (Regulation and Development Act), 2016 applicable to the developer/builder and with respect to the said project and hereby undertake to not raise any objection/claim/dispute in this regard at any time in future.
4. That it is an essential condition of this agreement that the said unit/Flat shall always be used only for the purpose it has been allotted i.e. the Authorised Purpose. Any change in the specified use, which is not in consonance with the theme of the said Complex or is detrimental to the public interest will be treated as a breach of the terms of the agreement entitling the Developer or the concerned Authority to cancel the agreement or the sub-lease (as the case may be) and the consequences of termination shall automatically follow. Thereafter, the Allottee(s) shall not have any right, title or interest in the said Flat allotted to him/them. In case of cancellation of sublease deed by the concerned Authority, the Developer shall not be liable to refund any portion of the money paid to it by the Allottee(s).
5. That the Allottee(s) hereby agrees that he shall pay the price of the Flat and other charges calculated on the basis of Carpet Area. It is again made clear that Super Area is merely the rough estimation of the sum of carpet area and the proportionate common areas under the project and only indicative in nature. As per applicable rules, the rates shall always be considered to be in relation to the carpet area only and shall not be affected by the actual super area. To clarify, any increase or decrease in the super area of the Flat/Unit/Apartment shall not affect the total price/cost of the Flat/Unit/Apartment agreed to be allotted under the present Agreement. Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable Super area of the Flat, it is repeatedly and specifically made clear that it is only the "carpet area" in the Flat/Unit/Apartment that has been agreed to be given on sub-lease and the inclusion of the common areas in the computation does not give any divisible right and title therein to the Allottee(s). The Allottee(s) shall have no right in any other premises, building, shops etc. constructed in the Complex and the Developer shall be free to dispose of the same on such terms and conditions as it may deem fit.
6. That the Allottee(s) hereby agrees to pay to the Developer the Basic Sale Price and other development /preferential charges/ additional charges which shall be as per the payment plan opted by the Allottee(s) and as explained to the Allottee(s). The total price mentioned in the application does not include the cost of electric fittings, Reverse Osmosis system (RO), fixture, gas pipeline, electric and water meters etc. and all other items not specifically included shall be got installed by Allottee(s) at his own cost and if installed by the Developer the cost of the same shall be paid to the Developer by the Allottee(s).
7. That the Allottee(s) hereby agrees to pay for the reason of any increase in area of the Flat, any increase or additional Govt. rates, taxes, cesses, any further compensation to the farmers for the plot land etc., that may be levied or imposed by the Govt. /Statutory Authorities from time to time. Service tax, if any, payable on the construction of the Flat shall be paid by the Allottee(s). If any provision of the existing and future Laws, guidelines, directions etc., of any Government or the Competent Authorities is made applicable to the Flat/Complex subsequent to booking requiring the Developer to provide additional services/equipment such as pollution control devices, effluent treatment plant, water harvesting system etc. in the Complex, then the cost of such additional devices, equipments etc. shall also be borne and paid by the Allottee(s) on pro-rata basis.
8. That the Allottee (s) specifically agrees to pay directly or, if paid by the Developer, then reimburse to the Developer on demand, all government charges, levies, service tax, any other charges, fees, taxes,

cesses etc., levied in future on the said Land and / or said Complex to be constructed on the said Land or the said Flat as the case may be, as assessable / applicable from the date of allotment of the said Flat to the Allottee (s) and the same shall be borne and paid by the Allottee (s) in proportion to the super area of the said Flat. If such charges are increased (including with retrospective effect) after the sub-lease deed has been executed, then, such charges shall be treated as unpaid consideration of the said Flat and the Developer shall have the first charge / lien on the said Flat for recovery of such charges from the Allottee(s).

9. That the carpet area of the Flat may change as per direction of the sanctioning authority or architect or structural Engineers of the Developer. In case of any increase in the carpet area of the allotted Flat, the Allottee(s) shall pay for the increased carpet area in proportion to the Basic Sale Price and in case of decrease of the carpet area the proportionate amount of the Basic Sale Price shall be refunded to the Allottee(s) by the Developer without any interest. The Allottee(s), in case where variation (increase or decrease) in the carpet area is more than 10 %, shall have the option to withdraw from this agreement and in such an event the Allottee(s) shall be entitled to refund of his money subject to deduction of the tax already deposited with concerned authority/department and the amount paid to the Real Estate Agent as a commission towards the booking of the Unit but without any interest and/or any damages/compensation of whatsoever nature. That it is specifically clarified by the Developer and the Allottee(s) has specifically understood, accepted and agreed that the carpet area allotted to the Allottee(s) is subject to change and the change i.e. increase/decrease in carpet area shall be subject to the completion of the construction of the building and/or upon receipt of the Occupation Certificate by the concerned Authority.
10. That the Allotment shall be considered to have been confirmed only after the Allottee(s) have made up-to-date payment of all the dues till the date of execution of the present Agreement, have fulfilled all the conditions prescribed by the Developer for the purpose of Allotment including the supply of all the prescribed documents and the Developer has issued a letter of allotment to the Allottee(s) subsequent to the Execution of the present agreement.
11. That the Allottee (s) hereby agrees to pay Preferential Location Charges (PLC) for preferential location as described in this Agreement in the manner and within the time as stated in the Payment plan. However, the Allottee (s) has/ have specifically agreed that if due to any change in the layout plan, the said Flat ceases to be in a preferential location, the Developer may adjust or refund only the amount of preferential location charges paid by the Allottee (s) and such amount shall be adjusted in the last installment as stated in the payment plan. If due to any change in the layout plan, the said Flat becomes preferentially located, in such case, the Allottee (s) shall be liable for and agrees to pay the amount as and when demanded by the Developer towards preferential location charges.
12. That the Developer has defined the standard of internal development and in case of any change at a later stage in the specifications of internal development thereby resulting in the Developer incurring any extra expenses on account of such changes, the same shall be recovered on pro-rata basis from the Allottee (s) and shall be payable as and when demanded by the Developer.
13. That the Developer shall construct the complex as per the sanctioned building plans from the authority/government. The Developer shall always be within its rights to avail the additional benefits which may lawfully accrue or may be available to it with respect to the construction/development of the project whether in form of additional FSI (Floor Space Index)/FAR(Floor Area Ratio) or otherwise and the Allottee(s) specifically agrees to the same and hereby specifically waives of all his objections and rights against such benefit being availed by the Developer. The Developer shall further be at full liberty to, if the circumstances so desire, provide similar/of same standard//better specifications and /or facilities other than those mentioned in the brochure / pamphlet, advertisings, etc. due to technical or aesthetic reasons including non- availability of certain materials of acceptable quality and price or due to popular demand or for reasons of the overall betterment of the said Flat / Complex. The flat Allottee (s) agrees to pay for the cost of additional/better specifications and / or facilities, if any, as additional charges proportionately, as the case may be, as and when demanded by the Developer.

14. That, the Developer shall be fully entitled to develop such further areas as per the applicable rules of compounding of covered area as may be prescribed by the concerned authority and for this purpose the areas upto the limit of compounding shall be considered to have been declared by the Developer prior to the execution of the present agreement and no separate or subsequent declaration/intimation from the Developer shall be required in this regard. For clarity, it is specifically agreed by the Allottee(s) that the Development of the project and related areas within the permissible limits of the rules of compounding and such development shall always be considered as minor additions or alterations within the meaning of the The Real Estate (Regulation and Development Act), 2016 or the rules made thereunder. In any case, the Developer hereby specifically declares and intimates the Allottee(s) about its intention of developing the project within the maximum permissible limits of the compounding related rules. The Allottee(s) hereby specifically grants his/her/their consent and approval to the Developer in this regard.
15. That, it is specifically agreed by and between the parties to the present agreement that in case any additional FSI (Floor Space Index)/FAR(Floor Area Ratio) becomes available to the project/project land then only the Developer shall have the right over such additional FSI (Floor Space Index)/FAR(Floor Area Ratio) whether purchasable or otherwise. The developer hereby specifically retains the rights towards the entitlement of any such additional FSI (Floor Space Index)/FAR(Floor Area Ratio). In no case shall the Allottee(s) or the association shall have the right to create/develop further areas in project in case of availability of additional FAR/FSI and only the Developer shall have the sole and exclusive right to utilise further FSI/FAR, if available, and develop, construct and market such additional FSI/FAR in the project.
16. That the building shall be earthquake resistant as per existing codes in force. The Fire Fighting Equipment and / or preventive measures in the common area of the Complex shall be provided as per the existing Fire Fighting Code/Regulations as contained in National Building Code, however if additional fire safety measures are undertaken after booking/allotment of the Flat/for the reason of any law/ byelaw, order or directions or due to any subsequent legislation/Government orders, the Allottee(s) shall pay for the additional expenditure on pro rata basis. It is specifically agreed by the Allottee that in case of any up gradation of fire fighting machinery after the possession has been handed over to the Allottee, the cost of the same shall be borne by the Allottee and the Developer will not be liable for the same in any manner what so ever.
17. That the timely payment of all the installments as per the schedule agreed by the Allottee(s) and all other/additional charges shall be the essence and precondition of this contract. Wherever the payment is connected with the construction stage, the Developer shall endeavour to issue the intimation/demand letter to the Allottee(s), on any of its registered addresses including the e-mail address, for making payment of the installments. However, the non-receipt of the said intimation/demand letter shall not be a ground to delay/avoid the timely payments and the allottee(s) shall be under unfettered duty to periodically enquire about the due installments from the office of the Developer. The Allottee(s) hereby agrees to make all the payments within time as per the terms of Schedule of Payments/Payment Plan from time to time without any reminders from the Developer through A/c Payee Cheque(s)/Demand Draft(s) in favour of "_____ Pvt. Ltd." payable at Delhi. In case, the Apartment/Flat is completed before the scheduled date of completion, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding any other term/ annexure/schedule of the present agreement.
18. That the Developer shall have the first lien and charge on the Flat, in the event of the Allottee(s) parting with any interest therein, for all its dues that may become due and payable by the Allottee(s) to the Developer under this Agreement.
19. Over and above the basic sale price the Allottee(s), the Allottee(s) undertakes to pay amongst other the following charges:-
- a) Charges for electrification/connection from the electric supply authority/Developer base station to the sub-station in the complex and from the sub-station will be deposited by the Allottee(s) on prorata basis with the Developer before completion of the project while the charges for electrification/connection from the sub-station to the Flat of Allottee(s) and for the meter (for the Flat) will be paid directly by the

Allottee(s) to the electric supply authority/ the Developer when electric connection is sought/obtained by him but prior to taking possession of the Flat.

b) Costs towards electricity meter security deposit, energizing charges etc.

c) Costs towards additional equipments such as Reverse Osmosis (RO) unit, etc. and its installation;

d) Security Deposit;

e) Proportionate charges for provision of any other items/facilities/specifications not specifically mentioned herein as may be required by any authorities or considered appropriate by the Developer;

f) Any other charges as provided or contemplated in the present agreement

20. It is made clear by the Developer and agreed by the Allottee that the payment of External Development Charges shall always be separate and over and above the BSP and shall be solely borne/paid by all of the Flat allottees of the Project in proportion to the super area of their respective flats in the said complex. Any raise in the External Development charges imposed by the government after the date of execution of the agreement, or imposition/levy of additional levy(ies), fees, cesses, charges etc. in nature of infrastructure charges and or by whatever name either existing or leviable in future imposed/levied by the government or any other authority, shall be paid by the Allottee either directly to the concerned authorities or if paid by the Developer on behalf of the Allottee or demanded from the Developer than pay the same on pro rata basis to the Developer/Company.
21. That the default in making Payment by any of the Allottee(s) in case of allotment in joint names shall be treated as default by both/all the Allottee(s) and they shall be jointly and severally liable and responsible for all the consequences.
22. That in case of payment by Cheque /DD the date of clearance of the Cheque /DD shall be taken as the date of Payment irrespective of the fact that the Developer may have issued a receipt thereby acknowledging the receipt of such cheque(s). If any Cheque submitted by the Allottee(s) is dishonoured for any reason whatsoever, the Developer will not be under any obligation to inform about the dishonour of the cheque or the cancellation of the agreement. However, none of the rights available to the Developer under any law for the time being in force shall be the affected in case of such dishonour.
23. That flat Allottee(s) shall be responsible for making payment to the electricity department/authority for electricity consumed by him as per the meter reading and bills sent by such department/authority. In this connection it is clarified that the cost of individual electric connection charges, electric sub-station, etc. shall be extra and shall be paid by the Allottee(s). In case any other type of electricity connection (other than domestic) is provided by the concerned electricity authority/department such as commercial, industrial, etc. at the time of handing over of the possession or thereafter then any additional amount payable in this regard shall be borne and paid by the Allottee(s).
24. That if the Developer decides to apply for and thereafter receives permission from such body/ Commission/ Regulatory/ Licensing Authority constituted by the State Government for such purpose, to receive and distribute bulk supply of electrical energy (whether at the rate of commercial/industrial or residential) in the complex, then the terms contained under the agreement shall apply to such distribution upon the Allottee(s). The Developer or the Maintenance agency shall be entitled to charge additional amounts towards administrative charges and for the loss of electricity in transmission. The bill for such supply of electricity shall be generated by the Developer or nominated agency of the Developer on a monthly basis and shall be paid by the Allottee(s) within 7 days thereof failing which the Developer or the nominated Maintenance Agency shall have the discretion of disconnecting the services to the said Flat and the same shall be restored upon payment of the dues along with interest for the period of delay.
25. The flat Buyer shall be responsible for making payment to the Developer or the Maintenance Agency for water consumed by him/ her/them, the decision regarding charges shall rest with the Maintenance

Agency and its decision shall be final and binding upon the Allottee(s).

26. The flat allottee(s) shall be liable to pay interest on delayed payments on all the charges/payments/installments payable under this agreement. The rate of interest for the purpose of the delayed payments shall be the rate of interest offered by the State bank Of India to the non-senior citizens for the one year fixed deposits plus 1 % (One Percent). In cases where Allottee(s) makes any default in making timely payment of any installment(s) or any other charges and the interest is levied/applicable upon the flat allottee(s) for such delayed payment(s) then the Allottee(s) shall not be entitled to the payment of penalty/interest by the Developer in case of delayed possession and no such payment as provided in the present agreement shall be payable to the Allottee(s) under such circumstances. The present condition shall apply with full force whether the levied/applicable interest is waived or not waived by the Developer in its sole discretion in full or part or upon the request of the Allottee(s) or otherwise.
27. Taking of one reserved parking/garage is guaranteed by the Developer and is mandatory to be opted by the flat Allottee(s) for which the cost/charges are to be paid extra and have to be paid by the allottee(s) over and above the Basic Sale Price. The flat Allottee(s) can request for more than one parking slots by paying additional charges/cost however the same shall be allotted at the sole discretion of the Developer and subject to availability of such parking slots.
28. That the Developer shall be responsible for providing internal development within the Complex which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines etc. However the external or peripheral services such as trunk water and sewer lines, storm water drains, roads, electricity, horticulture etc., are to be provided by the Govt. or the concerned authority up to the periphery of the Complex and the Developer shall not be liable in any manner for any delay in the same on the part of the Govt. or concerned authorities. Further, the proportional External Development Charges shall be liable to be paid by the Allottee(s) in accordance with other terms of the present Agreement.
29. That the Allottee(s) shall be entitled to use and enjoy the common areas and facilities within the complex along with all the other occupants/Allottee(s). However, such general/common areas and facilities earmarked for common use of all occupants shall not include the exclusive reserved parking space individually allotted to the Allottee(s) of the other Flat.
30. That the Developer shall endeavour to complete the development/construction of the Flat within the time of completion provided in _____ however, always subject to the force majeure conditions, regular and timely payments by the Allottee(s), availability of building material etc., change of laws by Government/local authorities, or for any other reason of similar nature out of the reasonable control of the Developer, etc. In addition to above, the Developer shall be entitled to a further grace period of 8 (eight) months to complete the above said development/construction and for which grace period no claim shall lie against the Developer for any reason whatsoever. No claim by way of interest, damage or compensation shall lie against the Developer during the abovementioned grace period or in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Developer and the Developer shall be entitled to a reasonable extension of time for the delivery of possession of the Flat/ to the Allottee(s). In case of delay in construction of the Flat for any other reasons than those specified above, the Developer shall pay interest to the Allottee(s) for the period of delay over the amount deposited by the Allottee(s) with the Developer excluding the taxes and the commission/brokerage paid to the Real Estate Agent, if any. The rate of interest for the purpose of the delayed offer of possession/delivery shall be the rate of interest offered by the State bank Of India to the non-senior citizens for the one year fixed deposits plus 1 % (One Percent) for the delayed period beyond the grace period of 6 month, which shall include of any/all damages, compensation, claims for delayed possession strictly subject to the condition that that the Allottee (s) has made timely payment of all and every of the instalments towards the consideration of the said Flat in time, whether before or after the execution of the present agreement, and without any delay and/or default to the Developer failing which no claim of the Allottee(s) in this regard shall be admissible.

31. The Developer will endeavor to complete the development/construction within the time stipulated in the agreement herein, however if there is a change or amendment in any prevalent law, rules/regulations after the commencement of the construction or for any other reason which is beyond the reasonable control of the Developer and as a result of which the delivery of possession of the flats is delayed than the Developer shall not be held liable or responsible for payment of any compensation/penalty to Allottee(s).
32. That the present agreement shall be duly registered with the concerned Sub-Registrar office as per the applicable law including The Real Estate (Regulation and Development Act), 2016 or the rules made thereunder. The Stamp Duty, registration fee and other charges for execution and registration of the present agreement shall be payable by the Allottee(s) exclusively.
33. That the Developer shall after completion of the construction of the said Flat shall intimate the Allottee(s) to take over the possession of the said Flat within the time provided under The Real Estate (Regulation and Development Act), 2016 or the rules made thereunder. The Allottee(s) upon receiving the intimation shall within the stipulated time, take the possession of the said Flat from the Developer by executing Maintenance Agreement, sublease deed and necessary indemnities, undertakings and such other documentation as the Developer may prescribe. The Stamp Duty, registration fee and other charges for execution and registration of sublease deed or any other documents shall be payable by the Allottee(s) exclusively. The Allottee(s) will be entitled to possession of the said Flat only after the Allottee(s) has executed the Maintenance Agreement and sublease deed and the sublease deed is duly registered with the concerned Sub-Registrar office. The Allottee(s) after taking possession of the said Flat shall have no claim against the Developer in respect of any item of work which may be alleged not to have been carried out/ completed in the Flat or for any reason whatsoever.
34. That if the Allottee(s) fails to take over the possession of the said Flat within the aforesaid time limit for any reason whatsoever including failure to make the required payments or failure to get the sub-lease deed registered, the Allottee(s) shall pay to the Developer interest for the period of delay which shall be the rate of interest for the purpose of the delayed offer of possession/delivery shall be the rate of interest offered by the State bank Of India to the non-senior citizens for the one year fixed deposits plus 1 % (One Percent) along with the applicable proportionate maintenance charges. It is made clear and the Allottee (s) agrees that the payment of interest on this account, as stipulated in this clause, shall be a distinct charge not related to but in addition to maintenance or any other charges as provided in this Agreement. Further, if the Allottee fails to take possession of the said flat for a continuous period of 60 days than in that case the Developer shall have the option of cancelling the allotment of the said flat in favour of the Allottee(s) and the consequences of termination shall automatically follow.
35. That the Developer shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered by Act of God, fire, storm, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, strikes, lock outs, action of labour unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Developer. Further, the Developer shall not be held liable for any delay in delivery of possession of the said Flat to the Allottee (s) if the delay is caused due to carrying out any alternate / additional work demanded by the Allottee (s) in the said Flat at any point of time.
36. That the developer may carry development/construction of the Complex in phases outside the building in which the said Flat may be located and the Allottee(s) shall have no right to object or make any claim or default in any payment as demanded by the developer on account of inconvenience, if any, which may be caused to the Allottee(s) due to such construction activity or incidental/ related activities. However the Developer shall take all possible measures to segregate the developed and under developed phases and provide common facilities to ensure least inconvenience to the allottee(s). The common facilities in all respect shall be operational on the date of completion of the entire Complex.
37. The Developer shall have the right, without any approval from the Allottee(s) to make any alterations, additions, improvements or repairs whether structural or non structural, interior or exterior, ordinary or extra ordinary in relation to any unsold Apartment(s) within the building and the Allottee(s) shall have no

right to raise any objections or make any claims on this account. However such alterations must be in accordance with sanction/approved lay out plans.

38. That the Allottee (s), if resident outside India, is solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Reserve Bank of India (Amendment) Act, 1997 and Rules made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India etc. and provide the Developer with such permission, approvals etc. which would enable the Developer to fulfill its obligations under this Agreement. The Allottee (s) hereby understand/s and agree/s that in the event of any failure on his/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be solely liable for any action under the Foreign Exchange Management Act, 1999 and Rules made there under as amended from time to time or any other law as may be applicable. The Developer shall not accept any responsibility in this regard.
39. That the reserved covered parking space has been allotted together with the flat and the same shall not have any independent entity detached from the flat. The Allottee(s) shall not have the right to sell/transfer the reserved open/covered parking space independent from the flat. The Allottee(s) may apply for additional parking space, which may be allotted subject to availability and at prevailing rate. The Allottee(s) undertakes to park his/her vehicle in the parking space allotted to him/her only and not anywhere else in the Complex.
40. The Allottee(s) shall neither demolish the said Flat nor make any additions or alterations in the said flat of whatever nature which may affect the other Flats or common areas or the structure of the complex. However the Developer shall have the right to make alterations in consonance with other terms of the present agreement. The Allottee(s) shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The Allottee(s) shall not have any right, title and/or interest in/to the terrace(s) at the top of the building and the Allottee(s) shall not make any installations on the roof/ terrace(s) above the top floor.
41. That the Allottee(s) shall become the member of recreational in-house club, if any, and shall pay the charges/fee regularly, as may be applicable. The club shall be managed by the Developer and/or its nominated Maintenance Agency as the case may be. The membership of the club shall be compulsory to the residents/owners but may be extended outside to outsiders at the sole discretion of the Developer/Maintenance Agency.
42. It is hereby specifically clarified by the Developer and accepted by the Allottee(s) that the said Flat/Complex shall be constructed as per the sanction plans only. For even better clarification, it is hereby clearly understood and agreed by and between the parties to the present agreement that only those facilities and amenities which have been specifically mentioned/provided in the details/description of the said Flat/ Complex, whether paid separately or included in the BSP, shall only be provided to the Allottee(s). Any additional or further facilities which are provided by the Developer whether upon the request of the Allottee(s), due to change in the applicable laws/rules/regulations, directions/orders of any authority, subsequent change in the design of the said Flat /Complex, due to the market conditions, due to circumstances beyond the control of the developer, due to any court order, directions of the architect, in the overall interest of the Complex and/or all of allottee(s) of the Complex, etc. or otherwise shall always be paid additionally on pro-rata basis by the Allottee(s).
43. That the flat Allottee(s) shall not use the said Flat or let it, for storage of any hazardous, inflammable or obnoxious material or such heavy materials which are likely to affect the stability of the property. No part of the said Flat shall be used for any illegal and immoral purpose or for any purpose other than the Authorised Purpose. The Allottee shall not use the said flat for any other use other than for residential use or use the same in a manner that may cause nuisance or annoyance to occupants of other apartments. That any tenant sought to be kept by the Allottee(s) shall be allowed to reside in the apartment only after proper police verification and submission of the proof thereof. For this purpose the prior written approval of the developer or the maintenance agency, as the case may be, shall be mandatory. Similarly any

servant sought to employed by the Allottee(s) shall be allowed to enter the complex only after proper police verification and submission of the proof thereof. For this purpose also the prior written approval of the developer or the maintenance agency, as the case may be, shall be mandatory. For conducting any gathering of more than five persons by the flat allottee(s), whether for the purpose of any celebration or otherwise, shall be subject to the prior written approval of the developer or the maintenance agency, as the case may be. In all such cases such as keeping of tenant, employing any servant, conducting any gathering, etc. the Flat Allottee(s) shall be liable to for the conduct of such persons/tenant and/or any damage/loss/disturbance caused by them.

44. That the flat Allottee(s) shall not make noise pollution by use of loud speakers or otherwise and/or throw or accumulate garbage, rubbish, duct, rags or refuse etc. anywhere in the complex; save and except the areas/places specifically earmarked for the said purposes in the said complex.
45. That it is clearly specified that the visitors/guests/relatives/staff of the Flat Allottee(s)/occupants of the Flat shall park their vehicles outside the complex or at the space earmarked by the Developer to avoid any inconvenience to the Flat Allottee(s)/occupants of other Flats and it shall be the duty of the Flat Allottee(s) to ensure the same.
46. The Allottee(s) shall not be allowed to increase the covered area within their allotted units whether by way of creating/casting partitions, slabs, mezzanine floor, additional floor, temporary/additional roof, etc. or by way of any other mode/method whatsoever. The breach of this condition shall call for the automatic termination/cancellation of the sub-lease of the allottee(s) without any requirement of serving of any notice or providing a cure period. In caused of such termination the Allottee(s) shall not be entitled to claim any amount from the Developer on any account whatsoever including the consideration paid for such sub-lease or related expenses. However, in addition to the such termination/cancellation of the sub-lease deed the Developer shall be entitled to claim all such costs, losses and damages that may have been caused to the Developer or the Maintenance Agency due the breach of the present condition by the allottee(s). The Allottee(s) specifically accept and admit the present condition and unconditionally agree to indemnify the Developer and/or the maintenance agency in this regard.
47. The Sub-Lease shall be valid till and only for the period as provided in the principal lease deed or for such period as permitted by applicable laws / regulation. It may be further extended in accordance with norms and only with the approvals of concerned Authority/Government/Department.
48. Allottee shall have no right to make or ask for any change in the decoration, look, appearance, colour scheme etc. of the common areas or any area beyond the periphery walls of the unit or of facade of the complex. All these are the exclusive prerogative of developer / maintenance agency. Entry of representatives of developer or Leasing agency or maintenance agency in the unit for the purposes of making inspection and / or for maintenance works shall never be restricted or objected.
49. That the Allottee (s) further agree/s that he shall not fix/ install the Air Conditioners/Air Coolers or alike at any place other than the space earmarked/provided for in the said Flat and shall not design or install or open them in inside passages; common areas in the staircases. The Flat Allottee(s) further ensures that no water shall dip from the Air Conditioner/Air Coolers or the like equipments in a manner which may cause inconvenience to other Allottee (s) / Occupants in the said Complex. The Flat Allottee(s) agrees to place the outer machine/equipment of its split air conditioner in the inside portion of the balconies provided in the flat only and not at any other place so that the same is not visible from outside and so that the outer look of the building/tower is not defaced/damaged/changed.
50. The Allottee(s) hereby covenants to observe and perform all the terms and conditions of this agreement and to keep the Developer and its agents and representatives, estates and effects indemnified and harmless against the said Payment and observance and performance of the said terms and conditions and also against any loss or damages that the Developer suffers as a result of non performance of the said terms and conditions by the Allottee(s).
51. That the Allottee(s) agrees not to do any act, deed or thing or obstruct the construction and completion of

the said Flat/complex in any manner whatsoever. In the overall interest of the project and other allottees it is specifically and unconditionally agreed by the Allottee(s) that it/they shall not claim any injunctive and/or similar relief of any nature whatsoever, from any court/tribunal/forum/authority/government/department against the Project and/or Developer under any circumstances whatsoever and the only claim that the Allottee(s) shall make shall be that of damages only. The Allottee(s) hereby knowingly, intentionally, specifically, unconditionally and out of his/their free will and consent hereby waive all/any of their rights (if any) against seeking any such injunctive or related relief of any nature whatsoever, from any court, tribunal, forum, authority, government, department, etc. against the Project and/or Developer under any circumstances whatsoever.

52. That the Flat Allottee(s) agrees that it will make its own arrangement inside the Apartment for its servants as they are not allowed to sleep in common areas, basements etc. within the complex.
53. That the Allottee(s) agrees that the Developer shall have the right to join as an affected party in any suit/complaint filed before any appropriate court by or against the Allottee(s), if any of the Developer's rights under the allotment are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Allottee(s) agrees to keep the Developer fully informed at all times in this regard.
54. That in case the Allottee(s) has to meet any commitment to pay any commission or brokerage to any person for services rendered by such person to the Allottee(s) whether in or outside India for allotment of the Flat applied by the Allottee(s), the Developer shall in no manner whatsoever be responsible or liable in this regard and no such commission or brokerage shall be deductible from the consideration amount agreed to be payable to the Developer for the said allotment. Further, the Allottee(s) undertakes to indemnify and hold the Developer free and harmless from and against any or all liabilities and expenses in this connection.
55. That in case the Allottee(s) wishes to avail any loan/financial facility from banks, financial institution, his employer and/or any other person to facilitate/ finance to take the Flat on sub-lease, the developer may, only as a goodwill gesture and not under any sort of contractual or other liability, provide cooperation/support in this regard upon the specific requests by the Allottee(s) in this regard but any such cooperation shall be strictly limited to the documentation part. The Developer shall not be under any liability of any nature whatsoever if a loan/financial facility is not granted to the Allottee(s) by a particular bank/financial institution/department. The acceptance/denial/delay in granting the loan/financial facility shall be a matter purely and solely between the concerned financial institution/Bank and the allottee(s). If due to some deficiency in the documents of the Allottee(s) or for any other reason whatsoever, the loan/financial facility is sanctioned after delay or is refused altogether, the Developer shall not be held responsible for the same under any circumstances. Further, the terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only. The Allottee(s) hereby unconditionally agree to indemnify and keep the Developer harmless from any loss, claim, damages, etc. arising out of any breach/dispute of the Allottee(s) towards/with such bank, financial institution, employer, person, etc. The responsibility of getting loan sanctioned and disbursed as per the developer payment schedule will rest exclusively on the Allottee(s). It is specifically made clear to the Allottee(s) that he may obtain finance from any financial institution/bank or any other source but the Allottees obligation to purchase the Apartment pursuant to this agreement shall not be contingent on the Allottee(s)'s ability and/or competency to obtain such finance/loan and the Allottee(s) shall remain irrevocably bound under this Agreement whether or not the Allottee(s) has been able to obtain such finance/loan for the purpose of purchase of the Flat/Apartment allotted under the present agreement.
56. If any loss is done/caused/occasioned to the Flat or the complex due to negligence of the Allottee(s) then the Allottee(s) shall alone be liable and responsible for the losses or damage(s) suffered by the Developer or any other person whosoever.
57. That, if at anytime after the execution of the present agreement, if the Allottee(s) is/are found to be involved in any act/activity thereby intending to harm/harming the reputation/goodwill of the project and/or the Developer Company, whether through word of mouth and/or through written communications

(including in any electronic form and/or on any internet/social site/group/media and/or mobile/cell phone application/group/media); and/or whether individually and/or as a part of group (whether the group is formed by the Allottee(s) or by some other person); and/or whether directly and/or indirectly; and/or whether personally or through any other person(s), then it shall be considered as an event of fundamental breach of the terms of the present agreement by the Allottee(s) and in all/any of such case(s) the Developer shall have the unfettered right and discretion to terminate the booking/allotment of the Allottee(s) and the consequences of termination shall automatically follow. It is clearly understood, agreed and declared by the Allottee(s) that the Registration/Formation of any group/society/association by using the name of the Developer/Project without the prior written consent of the Developer Company or against the provisions of any Law/Act/rules/regulation shall be considered as an event of fundamental breach of the terms of the present agreement by the Allottee(s) and in all/any of such case(s) the Developer shall have the unfettered right and discretion to terminate the booking/allotment of the Allottee(s) and the consequences of termination shall automatically follow.

58. That the Allottee(s) shall, after taking possession of the Flat or at any time thereafter shall have no objection to the Developer developing or continuing with the development of other flats adjoining the flat allotted to the Allottee(s).
59. That this Allotment is strictly subject to the terms and conditions of the principal lease deed executed in favour of the Developer by the concerned Authority/Company, the layout plan and / or licenses issued by concerned department of concerned Authority, Government or any authorities in respect of the said Land / said Complex of the Developer and the Allottee (s) hereby accept/s and agree/s to abide by and to be bound by the same. Any breach of any such conditions of the principal lease deed shall be deemed to be the breach of this agreement entitling the Developer to cancel the agreement and the consequences of termination shall automatically follow. Thereafter, the Allottee (s) shall not have any right, title or interest in the said Flat allotted to the Allottee(s).
60. That the Allottee (s) hereby agrees that out of the amount(s) paid/payable by him/her/them for the said Flat allotted to him/her/them/it, the Developer shall treat 10 % of total consideration of the Flat, as earnest money to ensure fulfilment of all the terms and conditions by the Allottee (s), as contained in the present Agreement. The Flat Allottee(s) has agreed to pay Earnest money to ensure fulfilment of the terms and conditions as contained in the Agreement. The Allottee(s) hereby authorises the Developer to forfeit the Earnest Money together with any other amount required to be paid by the Allottee(s) in case of any default/breach of this agreement by him/her or in case of cancellation of the booking/allotment for any reason whatsoever including but not limited to the cases wherein the Allottee(s) him/her/itself applies/requests for cancellation of the allotment agreement with the Developer, as provided in the present agreement, and balance amount, if any, shall be refunded to the Allottee(s) upon fulfilment of such conditions as provided/stipulated by the Developer in this Regard. The refund in all cases shall be made within 45 days from the date of completion of all the formalities/requirements by the Allottee(s) for claiming the refund, as prescribed by the Developer.
61. That the timely payment of instalments indicated in the payment schedule/plan is the essence of this agreement. If any instalments as per the schedule is not paid when it become due, the Developer shall charge applicable interest for any delay in payments upto 3 (three) months. If the Allottee(s) defaults in making payment of the outstanding amount for a period beyond 3 (three) months on any of the payment/instalment as stipulated by this agreement, the allotment shall automatically stand cancelled without any prior notice to the Allottee(s) and the Allottee(s) thereafter shall have no charge, lien, interest, right or any other claim on the Flat and the consequence of termination shall automatically follow.
62. That in the event of failure of the Allottee(s) to pay the instalments in time as agreed herein or any other breach of the terms of the present agreement, the Developer shall have the right to terminate this agreement and the consequences of termination shall automatically follow, however, in exceptional circumstances the Developer may in case of delayed payments exceeding 3 (three) months, in its absolute discretion, condone the delay in payment subject to the fulfilment of such other or further conditions as may be prescribed by the Developer. Provided that in case of delayed payments, the Developer may accept payments made by the Allottee(s) but it is clearly understood, accepted and

agreed by the Allottee(s) that such delayed payments made by the Allottee(s) shall be first adjusted towards the interest due, if any, and the balance will be adjusted towards the due instalments/other charges.

63. That the Flat Allottee(s) agrees that the conditions for forfeiture of booking amount/earnest money and other amounts shall remain valid and effective till the execution and registration of the sub-lease/transfer deed for the Flat and that the Allottee(s) has agreed to this conditions to indicate his commitment to faithfully abide by all the terms and conditions as contained in the present Agreement.

64. That it is specifically made clear to the Allottee(s) that all defaults breaches and/or non-compliance of any of the terms and conditions of the Developer shall be deemed to be events of defaults liable for consequences including cancellations/termination of the allotment and forfeiture of earnest money etc. With a view to acquaint the Allottee(s), some of the indicative events of defaults are mentioned below which are merely illustrative and not exhaustive:-

a) Failure to timely make any of the Payments as stipulated by the present agreement (as per the schedule of Payments/Payment plan) for a period exceeding two months, whether of any of the installments or the interest on the delayed payments or any other payment as stipulated/provided by the present agreement.

b) Failure to pay stamp duty, legal charges, registration and any incidental charges any increases in security deposited including but not limited to maintenance security deposit any other/additional charges deposits, fee, taxes, etc. as may be notified by the Developer to / the Allottee(s) and all other defaults of similar nature.

c) Failure to perform and/or observe any of the Allottee(s) obligations as contained in this agreement or if the Allottee(s) fails to execute any other deed/documents/undertaking/indemnities etc. as may be warranted or called for or failure to perform any other obligation in relation to the said allotment.

d) Failure to take over the said Apartment for occupation and use within the time stipulated by the Developer in its notice.

e) Failure to pay on or before its due date the maintenance charges, maintenance security deposit or any increases in respect thereof as demanded by the Developer, its nominee or its nominated Maintenance Agency.

f) Failure to execute maintenance Agreement with the Developer or its nominated maintenance agency.

g) Failure to execute sub-lease deed within the time stipulated by the Developer in its notice

h) Assignment of Flat allotted or any interest of the Allottee(s) in the said Flat without prior written consent of the Developer.

I) Dishonor of cheque given by the Allottee(s) for any reason whatsoever.

J) Involvement in any activity thereby harming the reputation and/or goodwill of the project and/or Developer.

K) Sale/transfer/disposal of the parking space of the Flat Allottee(s) in any manner except with the said Apartment.

L) Any other acts deeds or things which the Allottee(s) may commit, omit or fail to perform against the terms of the present Agreement or any other undertaking, affidavit, Agreement, indemnity etc. or as demanded by the Developer which in the opinion of the Developer amounts to an event of default and the Allottee(s) agrees and confirms that the decision of the Developer in this regard shall be conclusive, final and binding on the Allottee(s).

65. Consequences of Termination:- In case of any termination of the present agreement/allotment by the Developer for breach of any of its terms and conditions by the Allottee(s) or for any other reason(s) whatsoever or upon the specific request/ application of the Allottee(s) for the termination/cancellation of this agreement/allotment the Allottee(s) clearly understand, undertake, agree and hereby authorises the Developer to the forfeiture of the earnest money and the allotment of the Flat/ shall stand cancelled. In case of such cancellation Allottee(s) hereby also agrees and authorizes the Developer to forfeit, out of the amounts paid by him, any amount towards the taxes paid to the government/other authorities pursuant to the present booking/allotment, the amount of brokerage/commission paid (if any) by the Developer towards the booking/allotment of the said Flat from the amounts paid by the Allottee(s). The amount paid over and above the earnest money and after the adjustment of other charges/expenses incurred by the Developer as provided hereinabove, if any, shall be refunded to the Allottee (s) by the Developer without any interest within 45 days from the date of completion of all the formalities/requirements by the Allottee(s) for claiming the refund, as prescribed by the Developer.
66. That, before claiming the refund, if any, the Allottee(s) shall provide an NOC from the broker/real estate agent if he/she/it had got the booking through a broker/real estate agent, shall submit/return all the original documents/ agreements/ receipts pursuant to such booking with the Developer, shall executed such documents as may be prescribed by the Developer for the purpose of such cancellation/termination/refund and shall fulfill such other and further conditions as may be prescribed by the Developer in this regard. The administrative charges incurred on documentation, commission paid to the dealer/real estate agent, amounts levied/ leviable by the government/authorities towards the taxes, cesses, etc. as per the provisions of law, etc. shall always be considered to be the non-refundable amount(s) and shall not be refunded by the Developer to the Allottee(s) under any circumstances whatsoever. The Allottee(s) shall also be required to fulfil such other and further conditions as may be prescribed by the Developer in this regard.
67. That the Developer is authorized to raise finance/loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivable of the land and the Flat and the Allottee(s) will have no objection in this regard.
68. That it is agreed by and between the Parties that unless a Sub-Lease Deed is executed and registered, the Developer shall continue to have full authority over the Flat and any/all amounts paid by the Allottee(s) shall not give him any lien or interest on the said Flat.
69. That, all the commercial areas provided in the Complex shall always be considered as Independent Areas (other from the residential complex) and the Developer shall be at its liberty to either independently sell, lease or to run the independent areas (either self or through its nominated agency/assignee) at its own will and discretion without any objection or interference from the Allottee(s). It is specifically provided that the roof/terrace and the open areas (which may be utilised by the Developer for the purpose of additional constructions as provided in the present Allotment agreement) shall always be considered as the Independent Areas and none of the Allottee(s) shall have the right to object/interfere if the Developer puts them to his independent use and occupations. The Allottee(s) specifically waives its right to raise any objections or to make any claim upon such areas which are specifically reserved for the Developer for any reason whatsoever.
70. That the Complex shall always be known as "_____ **GREENS**" and this name shall never be changed by the Allottee(s) or anybody else.
71. That the terms and conditions contained herein shall be binding on the Occupier of the Flat and default of the Occupier shall be treated as that of the Allottee(s), unless context requires otherwise.
72. That it is being expressly agreed that in the event of any delay in completion the Flat allotted to the Allottee(s) due to reasons beyond the control of the Developer the Allottee(s) shall not be entitled to and agrees not to claim any abatement or compensation and/or withhold any Payment. It is being further expressly agreed that the said Flat shall be deemed to have been completed if made fit for habitation and

certified to be so by the architect/Developer Engineer for the time being irrespective of the fact that whether the other Flat(s) in the other Complex have been completed or not.

73. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the Developer and the Allottee(s). Neither party will be deemed to be an agent of the other party as a result of any act under or related to this Agreement, and will not in any way pledge the other Party's credit or incur any obligation on behalf of the other Party. It is specifically agreed by and between the Parties that unless a sub-lease/Transfer Deed is executed and registered, the Developer shall continue to have full authority over the said Flat and all amounts paid by the Allottee (s) under this Agreement shall merely be a token payment for sub-lease of the allotted Flat and shall not give him any lien or interest on the said Flat until he has complied with all the terms and conditions of this Agreement and a sub-lease deed of the said Flat has been executed and registered in his/ their favour.
74. That delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to Allottee(s) shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee(s) nor shall the same in any manner prejudice the rights of the Developer to enforce this agreement.
75. That the terms and conditions of the present agreement is the sole and only understanding between the parties and the parties agree that there are no more representations and promises between the parties whether oral or written other than the present agreement and all the prior agreements/understandings between the parties, including but not limited to the application form filled and submitted by the Allottee(s), prior to the present agreement shall stand superseded and substituted by the present agreement. The Allottee(s) have waived and condoned all/any of their past and/or present objections and/or claims, of any nature whatsoever, as on the date of the present agreement against the Developer and or the project and hereby specifically, irrevocably and unconditionally agrees to not raise/reagitate the same at any time in future.
76. That, if any provision of this Agreement is determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be inconsistent with the purpose of this Agreement and to the extent necessary to confirm to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with other terms. It shall not render this Agreement void in any circumstances. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this Agreement, the terms and conditions contained in this Agreement shall prevail and be binding on both the parties.
77. That the flat Allottee(s) shall not at any time dispute that any clause in this agreement is unreasonable or that it burdens inequitably or that he/she/they does not want to be bound by any particular clause of this Agreement and in case he/she/they chooses to do so it shall be the right of the Developer to repudiate this Agreement as a whole and the consequences of termination of the present agreement shall automatically follow. It is specifically agreed between the parties that each of the parties shall be bound to each and every terms of this Agreement and this Agreement has been arrived at on the condition that the Allottee(s) shall not violate any of the terms of this Agreement. It would be the liability of the Allottee(s) to abide by Building By-Laws while using the Flat or while letting out the same. The Allottee(s) shall see that all conditions, terms and covenants of the Lease governing the aforesaid plot / building shall be abided by and all laws, by-laws, rules and regulations of the concerned Authority or other Government/Local bodies are complied with. Also the Allottee(s) shall attend, answer and be responsible for all deviation, violation or breaches of any of the conditions or laws, by-laws or rules and regulations and shall observe and perform all terms and conditions contained in this Agreement or those as imposed by any of the above authorities and accordingly the Allottee(s) shall keep the Developer or the Maintenance Agency, as the case may be, indemnified, secured and harmless against all losses, consequences and damages arising on account of the non-compliance of the aforesaid terms, requirements and demands, etc.
78. That the transfer/assignment/substitution of the Flat by the Allottee(s) to any person/firm/company shall require the prior written permission of the Developer and shall be valid only after such transfer is duly

registered by the Developer in its records. Any such transfer may require fresh registration of the documents including the registration of the new allotment agreement, if required under law, and all the costs of such transfer shall be borne by the Transferor/transferee without any obligation of the Developer. Prior to the execution and registration of the final transfer documents/sub-lease deed with respect to the allotted flat/unit/apartment, the Allottee(s) shall have no automatic right to transfer/assign the allotment in favour of a third party(ies) or get the names of new party(ies) substituted/deleted/added as the Allottee(s). Any person/firm/company/blood relation of the original Allottee(s) shall be considered as a new party in this regard. Any changes for the same (including addition/deletion/substitution) registered with the Developer will be deemed as transfer for this purpose. In this connection the administrative charges equal to 5% of the total cost of the flat/unit will have to be paid, together with all dues of whatsoever nature are payable by the transferor at the time of transfer. The said transfer/substitution/assignment/deletion shall, however, also be subject to the permission being granted by concerned Authority on fulfillment of the requisite conditions contained in the principal lease deed of concerned Authority/Company executed in favour of the Developer. It will be responsibility of the transferor to obtain a sanction of the competent authority under the Urban Land Ceiling and Regulation Act, 1976, if the transfer falls within the purview of the said Act.

79. That transfer/substitution of the Allottee(s) in the agreement shall be at the sole discretion of the Developer and shall be allowed only on such terms and conditions as it may be deemed fit including payments of administrative charges etc. Any change in name (including addition / deletion) of the Allottee(s) will be deemed as substitution for this purpose. In case of assignment/transfer, the assignee/transferee shall be liable to observe all the terms and conditions of this agreement as well as all such other terms and conditions as may be prescribed by the Developer Company in this regard. The entire cost incidental to the assignments/ substitutions or deletion, shall be borne by the Allottee(s) or the assignee only.
80. That after the execution of the sub-lease deed every transfer shall be at the discretion of the Authority subject to such conditions as may be fixed by concerned Authority including the payment of all types of charges payable to concerned Authority for such transfer.
81. That the flat Allottee (s) is not entitled to get the name(s) of his nominee(s) substituted in his place. The Developer may however, in its sole discretion, permit such substitution on such terms and conditions including payments of administrative charges as it may deem fit only when the 25% of the total consideration for the sub lease of the flat and other charges have been paid to the Developer by the Allottee(s). Any change in name (including addition / deletion) of the Allottee (s) will be deemed as substitution for this purpose.
82. That, if for the reason of any force majeure conditions or for any other reason(s) beyond the reasonable control of the Developer, the whole or part of the Complex is abandoned or abnormally delayed, no other claim will be preferred except that the amounts paid by the Allottee(s) will be refunded without any interest and after 90 days from the happening of such eventuality subject to deduction of tax, commission, etc. already paid to the government/tax authorities/Brokers and after compliance of certain formalities by the Allottee(s) as may be prescribed by the developer in the regard including but not limited to return of all original documents, receipts, etc. and execution of such other documents, indemnities, undertakings, etc.
83. That in order to provide necessary maintenance services such as the maintenance, upkeep, repairs, lighting, security, etc. of the Complex including other common areas, landscaping and common lawns, water bodies of the Complex the Allottee (s) shall be liable to make payment of maintenance charges which shall be actual cost of such maintenance plus 15% of the total maintenance cost towards administrative charges plus applicable taxes on pro-rata basis. The maintenance charges shall be payable to the Developer or its nominated Maintenance Agency on monthly basis till the maintenance functions are not taken over by the association of Buyers as per the provisions of The Uttar Pradesh Apartment (Promotion Of Construction, Ownership And Maintenance) Act, 2010. In case of failure of Allottee(s) to make payment of maintenance charges against stipulated period, he shall be liable to pay interest and nonpayment shall also disentitle the Allottee (s) to the enjoyment of common services

including electricity, water etc. The Developer or its nominated Maintenance Agency may, upon the completion of the Complex, hand over the maintenance of the Complex to any individual, firm, body corporate, association etc.(hereinafter referred to as "Maintenance Agency") as the Developer in its sole discretion may deem fit. In case of failure of Allottee(s) to make payment of maintenance charges within stipulated period, interest shall be charged from the Allottee(s) for the period of delay. If payment is delayed beyond 2 months then the maintenance services may be discontinued besides resorting to other measures to recover the same.

84. That the Allottee(s) shall keep and always maintain with the Developer an Interest Free Maintenance Security (IFMS) Deposit with the Developer in order to secure adequate provision of the maintenance services and due performance of the Allottee(s) in paying promptly the maintenance charges as raised by the Developer or its nominated Maintenance Agency as provided in the schedule of payments. A separate tripartite maintenance Agreement between the Allottee(s) and the Developer and/or its nominated Maintenance Agency, thereby containing detailed terms and conditions with respect to the maintenance of the complex and the payment thereof, shall be executed before taking the possession of the allotted Flat and the execution/signing of the said maintenance agreement in its standard form shall be a necessary/mandatory precondition to the execution of the sub-lease deed in favour of the Allottee(s). The failure or refusal to sign the maintenance agreement by the Allottee(s), on any ground whatsoever, shall mean automatic termination/cancellation of the allotment of the Flat in name of the Allottee(s). Upon the transfer of the maintenance functions of the project to the association of the Buyers the Developer shall transfer the IFMS to the said association at the time of handing over of maintenance to such agency, after adjusting there-from all outstanding maintenance charges against the project as a whole.
85. That the Developer or its nominated Maintenance Agency and their employees shall be permitted at all reasonable times to enter into the Flat for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the maintenance of the Complex. However, in case of urgency or exigency, the Developer or its nominated Maintenance Agency employees may break open the door, windows etc. of the Flat in order to prevent any further damages to the life /property in the Flat/Building/Complex and the Allottee(s) hereby agrees, authorizes and further ratifies that all such actions of the Developer or its nominated Maintenance Agency are fair and reasonable and undertakes not to raise any objection or demand for loss/damage due to such action.
86. That the structure of the Complex may be got insured against fire, earthquake, riots and civil commotion, militant action, Insurance etc. by the Developer or its nominated Maintenance Agency on behalf of the Allottee(s) and the cost thereof shall be payable by Allottee(s) as the part of the maintenance bill raised by the maintenance agency but contents inside each Flat shall be insured by the Allottee(s) at his own cost. The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any Flat or any part of the Complex or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.
87. All/any correspondence to the Developer shall be made at its registered office as provided above by way of registered post/under postal certificate/courier.
88. That it is clearly agreed and understood by the Allottee(s) that it shall not be obligatory on the part of the Developer to send demand notices/reminder regarding the Payments to be made by the Allottee(s) or obligations to be performed by the Allottee(s) under this agreement or with regard to any further document signed or to be signed by the Allottee(s) with the Developer.
89. That the Allottee(s) shall get his complete address registered with the Developer at the time of execution of this Agreement otherwise the address provided by the Allottee(s) in the Application/booking form for allotment shall be deemed to be the registered address of the Allottee(s). It shall be the responsibility of the Allottee(s) to inform the Developer by Registered A/D letter about all subsequent changes, if any, in his address. In case of joint Allottee(s), all communication sent by the Developer to the first Allottee shall be sufficient and shall be deemed to be communicated to the other co-Allottee(s). All letters, receipts, and / or notices issued by the Developer or its nominated Maintenance Agency and dispatched Under

Certificate of Posting/Registered A/D/Speed Post / Courier Service to the last known/registered address of the Allottee (s) or e-mail shall be sufficient proof of receipt of the same by the Allottee (s) and which shall fully and effectively discharge the Developer or its nominated agency.

90. That the Allottee(s) acknowledge and agree that the Developer shall not be liable for any special, consequential or indirect loss arising out of this Agreement and undertakes to indemnify the Developer and its employees for any losses suffered to the Developer due to the breach or gross negligence of the Allottee(s)/occupier of the Flat.
91. This Agreement along with the Annexure(s) constitutes the Entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the parties. All Annexures are integral part of the Agreement and shall be amended only upon specific written confirmation of the Developer.
92. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising here under in respect of the said complex shall equally be applicable to and enforceable against any subsequent purchasers of the Flat, as the said obligations go along with the flat for all intents and purpose.
93. The Allottee(s) further indemnifies the Developer, of any loss or damage suffered by the Developer due to the breach of the present agreement, or any claim against the Developer due to breach or non performance of the present Agreement and the arrears in payment of various payments and other charges and any other sum due and payable by the Allottee(s) under this Agreement.
94. That the Allottee(s) hereby covenants with the Developer to pay as agreed under this agreement and to keep the Developer and its respective estate and effects, indemnified and harmless against said payments and performances of the said covenants and conditions and also against any loss or damage that the Developer may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Allottee(s) or occupants or his tenant, except in so far as the same are to be observe and performed by the Developer.
95. In the event of any question, dispute or difference arising under these presents or in connection therewith 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 (except to any matters the decision of which is specifically provided by these presents) failing which the same shall be referred to the Arbitrator whose decision shall be final and the binding on both the parties. In this connection it is made specifically clear that the sole arbitrator shall be appointed by the Developer Company and any such appointed person maybe someone who is likely to be interested in the Developer/Builder Company. Despite all these facts having been explained, the Allottee(s) has of his/her/their own "FREE WILL AND CONSENT" has agreed to the appointment of the sole Arbitrator by the Developer/Builder Company. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi /New Delhi. The language of arbitration proceedings shall be English and the award shall also be passed in English language. The cost of Arbitration proceeding shall be fixed at the discretion of the Arbitrator and shall be borne equally by the parties however, the Arbitrator may direct in the award as to who will in due course bear such costs. It would be open to both the parties to refer their disputes as and when arise to the said Arbitrator and it will not be necessary for any party to have the concurrence of the opposite party to make such reference to Arbitration and the same shall not be questioned or challenged by the opposite party. It is specifically agreed by and between the parties that the Allottee(s) shall not seek any injunctive or similar relief against the project and/or the Developer.
96. Subject to arbitration clause above, the courts at Delhi and the High Court of Delhi at Delhi shall have the sole and exclusive jurisdiction to adjudicate upon any dispute between the Developer and the Allottee(s).

IN WITNESSES WHEREOF the parties hereto have set their hands and have signed this Agreement at the place and on the day, month and year first written herein above, and in the presence of the following witnesses:-

SIGNED & EXECUTED BY

(i) **FLAT ALLOTTEE(S)**

For AND ON BEHALF OF DEVELOPER

(Authorised Signatory)

(ii) **FLAT ALLOTTEE (S)**

WITNESSES:

1. Name: _____

Address: _____

2. Name: _____

Address: _____

Annexure-A
Details of the unit

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Annexure-B

Specifications of the Unit

.....

Annexure-C

Break-up of the total cost of the unit

.....

Annexure-D

Payment Plan

.....

Annexure-E

Details of the Project

.....

Annexure-F

specifications of the Project

.....

Annexure-G

Details of internal development works

.....

Annexure-H

Details of external development works

.....

Annexure-I

Completion date

.....

Annexure-J

Details of the Real Estate Agent

(To be duly stamped and drawn upon the letter head of the Firm)

To,

The Managing Director/Chairman,

M/S _____ **Pvt. Ltd.**,

"Sikka House", C-60, Preet Vihar,

Vikas Marg, New Delhi

SUB: Authorization Letter on behalf of the Partnership Firm.

REF: Allotment of flat on sub-lease basis at "_____ **Greens**" situated in Group Housing Plot No. _____.

Dear Sir,

This has reference to your above referred project for allotment of flat in favour of our partnership firm M/s _____, PAN No. _____ having its office at _____ and we have agreed to acquire flat in your abovesaid project on sublease basis in the name of the firm. For the allotment of the said flat Mr./Ms. _____ is hereby authorized for and on behalf of the firm to do all the acts necessary for the allotment of flat including but not limited to executing the Flat Allottee(s) Agreement, Sub-Lease, Maintenance Agreement, etc., to procure stamp fee/duty for and on behalf of the company, to sign affidavits, undertakings, receipts, etc. on behalf of the firm for the said purpose and to submit the same with NOIDA Authority or **M/s** _____ **Pvt. Ltd.** and all other documents and to do all such acts, matters, things and deeds as he/she may consider expedient and necessary in the interest of the company.

We jointly and severally bind ourselves and shall faithfully abide by all the terms and conditions of the Principal Lease Deed and Sub-lease deed dated _____ executed, in favour of **M/s** _____ **Pvt. Ltd.** and the agreement(s) entered into with **M/s** _____ **Pvt. Ltd.** for the abovesaid purpose including but limited to the terms and conditions as contained in the Flat Allottee(s) Agreement, Sub-Lease, Maintenance Agreement, etc on behalf of our firm.

We hereby state and declare that each of us partners hereby specifically agrees to ratify and confirm all and whatever the said authorized representative of the firm i.e. Mr./Ms. _____ may do or cause to be done by virtue of this authority letter for the abovesaid said purpose as the firm's as well as each us partners' own individual acts for all intents and purposes.

The specimen signature of the said authorized representative is attested below:

Certified Specimen Signature of the Authorised Representative

(Seal of the firm)

(Seal of the firm)

(-----signature-----)

Mr./Ms. _____

Partner of M/s _____

Designation/Status in the firm _____

S/D/W of Mr. _____

R/o _____

Shareholder of ____ % in the firm

(-----signature-----)

Mr./Ms. _____

Partner of M/s _____

Designation/Status in the firm _____

S/D/W of Mr. _____

R/o _____

Shareholder of ____ % in the firm

(-----signature-----)

Mr./Ms. _____

Partner of M/s _____

Designation/Status in the firm _____

S/D/W of Mr. _____

R/o _____

Shareholder of ____ % in the firm

(-----signature-----)

Mr./Ms. _____

Partner of M/s _____

Designation/Status in the firm _____

S/D/W of Mr. _____

R/o _____

Shareholder of ____ % in the firm

SCHEDULE -II – Format of Board Resolution for Companies

(To be duly stamped and drawn upon the letter head of the Company)

CERTIFIED COPY OF AN EXTRACT FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF M/S ----- HELD AT ITS REGD. OFFICE ----- ON ---
----- AT ----- P.M/A.M.

The Board considered and approved the following resolution:

“RESOLVED that the company should acquire a flat in its own name on sub-lease basis at “----- **Greens**” situated in Group Housing Plot No. SC-01/A1 - Beta, Sector-79, Noida, Uttar Pradesh from **M/s ----- Pvt. Ltd.** (the Developer of the said project) having its office at “Sikka House”, C-60, Preet Vihar, Vikas Marg, New Delhi and shall take appropriate steps/actions for the same.”

“FURTHER RESOLVED that the Company shall execute all the documents required for the abovesaid purpose and shall be bound with and shall faithfully abide by all the terms and conditions of the Principal Lease deed and Sub-Lease deed dated ----- executed in favour of **M/s ----- Pvt. Ltd.** and the agreement(s) entered into with **M/s ----- Pvt. Ltd.** for the abovesaid purpose including but limited to the terms and conditions as contained in the Flat Allottee(s) Agreement, Sub-Lease, Maintenance Agreement, etc.

“FURTHER RESOLVED that Mr./Ms. -----, ----- (designation/post in the company) of the Company, is hereby authorized to execute all the agreements/documents for the abovesaid purpose with **M/s ----- Pvt. Ltd.** for and on behalf of the Company including but not limited to executing the Flat Allottee(s) Agreement, Sub-Lease, Maintenance Agreement, etc., to procure stamp fee/duty for and on behalf of the company, to sign affidavits, undertakings, receipts, etc. on behalf of the Company for the said purpose and to submit the same with NOIDA or **M/s ----- Pvt. Ltd.** and all other documents and to do all such acts, matters, things and deeds as he/she may consider expedient and necessary in the interest of the company.”

“FURTHER RESOLVED that the Company shall be bound to ratify and confirm all and whatever the said authorized representative of the Company i.e. Mr./Ms. ----- may do or cause to be done by virtue of this resolution for the abovesaid said purpose as the Company’s own acts for all intents and purposes”.

CERTIFIED TO BE TRUE COPY

The specimen signature of the said authorized

representative is attested below:

Specimen Signature of Authorised Representative

(seal of the company)

FOR M/S_____.

(Signature)

[name and designation (Chairman/Managing Director Only)

of the certifying authority on behalf of the company]

(Seal/Stamp of the Company)