

NX AVENUE

Greater Noida (West), U.P.

Please read carefully

Important Instructions to the Allottee(s)

The Allottee(s) states and confirms that the Company has made the Allottee(s) aware of the availability of the Apartment Buyers' Agreement (hereinafter defined) at the corporate office of the Company. The Allottee(s) confirms that the Allottee(s) has read and perused the Agreement, containing the detailed terms and conditions and in addition, the Allottee(s) further confirms to have fully understood the terms and conditions of the Agreement (including the Company's limitations) and the Allottee(s) is agreeable to perform his/its obligations as per the conditions stipulated in the Agreement. Thereafter the Allottee(s) has applied for allotment of an apartment in the Said Complex and has requested the Company to allot an apartment. The Allottee(s) agrees and confirms to sign the Agreement in entirety and to abide by the terms and conditions of the Agreement and the terms and conditions, as mentioned herein.

The Agreement shall not be binding on the Company until executed by the Company through its authorized signatory. The Company reserves the right to request information as it may so desire concerning the Allottee(s). The Company will not execute any Agreement wherein the Allottee(s) has made any corrections/ cancellations / alterations / modifications. The Company also has the right to reject any Agreement executed by any Allottee(s) without any cause or explanation or without assigning any reasons thereof and the decision of the Company shall be final and binding on the Allottee(s).

The Allottee(s) confirms to have read and understood the above instructions and the clauses of the Agreement, its annexures, etc. and the Allottee(s) now execute this Agreement and undertake to faithfully abide by all the terms and conditions of this Agreement.

X _____
Allottee(s)

Instructions for execution of the Agreement:

- 1) Kindly sign along with joint Allottee, if any, on all places marked (x) in the Agreement including all annexures.
- 2) Kindly paste at the space provided, colour photographs including of joint Allottee and sign across the photographs.

X _____
Allottee(s)

NX AVENUE

Greater Noida (West), U.P.

APARTMENT BUYERS' AGREEMENT

This Deed of Apartment Buyers' Agreement is made at NOIDA, U.P. on this _____ day of _____, 20____ between:

M/S SP SAI IT Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956 having its registered office at A-115, Office No 51, Third Floor, Gali No 1, Vakil Chamber, Shakarpur New Delhi – 110092 and corporate office at C – 26, Sector – 67, NOIDA, U.P., India (hereinafter referred to as the “Company” which expression shall, unless repugnant to the context or meaning thereof, include its successors, authorized signatory/ies and assigns) of the First Part.

AND

Mr./Ms. _____ Son/ Daughter/ Wife of
_____ R/o _____

(hereinafter singly/jointly, as the case may be, referred to as the “**Allottee**” which expression shall, unless repugnant to the context or meaning thereof, include his/her/their heirs, nominees, executors, legal representatives and successors) of THE Second PART.

OR

M/s. _____ a partnership firm duly registered under the Indian Partnership Act, 1932 having its office at _____

(hereinafter referred to as the “**Allottee**” which expression shall, unless repugnant to the context or meaning thereof, include all the partners of the partnership firm and their heirs, legal representatives) of the Second Part (copy of the resolution signed by all Partners required) acting through its partner authorized by resolution dated _____.

X _____
Company

X _____
Allottee(s)

OR

M/s. _____ a Company registered under the
Companies Act, 1956, having its registered office at

_____ and Corporate Identification Number
_____ (hereinafter referred to as the “**Allottee**”, which expression shall,
unless repugnant to the context or meaning thereof, include its successors and assigns) of the Second Part
(copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required)
acting through its duly authorized signatory Mr./Ms. _____ authorized by
Board resolution dated _____.

(Fill whichever is applicable)

COMPANY'S REPRESENTATION

- A. WHEREAS Greater Noida Industrial Development Authority (hereinafter referred to as “**GNIDA**”) executed a Lease Deed dated 28.12.2011 in favour of the Company in respect of Plot No. – 17, Sector – Techzone 4, situated at Greater Noida Industrial Development Area, District Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as the “**Plot**”). The said Lease Deed is duly registered in the Office of Sub-Registrar – Sadar, Gautam Budh Nagar, Uttar Pradesh as Document No. 25002 in Book No. 1, Volume No. 10023 on 28.12.2011;
- B. WHEREAS GNIDA granted physical possession of the Plot in favour of the Company vide Letter No. IT/2011/28 dated 28.12.2011.
- C. WHEREAS as per the norms of GNIDA the Plot will be used for residential spaces, commercial spaces, office spaces, open spaces, playgrounds, parking purposes among others and the whole group housing will be developed and utilised for Flat/Unit/Communities/Clubs/Storages/Commercial Spaces, etc.
- D. WHEREAS the Company is developing various residential towers, commercial spaces and facilities, IT/ITES Office Spaces and open areas known and marketed under different names on a total area of land admeasuring 90019.50 sq. mtrs.
- E. WHEREAS the terms, clauses and conditions of the above-mentioned Lease Deed executed by GNIDA in favour of the Company shall be applicable and binding on the Allottee(s).
- F. WHEREAS the Company has declared and the Allottee(s) has accepted that the layout plan of the Plot has been approved by the Competent Authority and any change/ directions/ conditions imposed by the Said Authority, Court or any other Governmental Authority at any stage while modifying the layout plan shall be binding on the Allottee(s) and the Allottee(s) hereby agrees that it shall not be necessary

X _____
Company

X _____
Allottee(s)

on the part of the Company to seek consent of the Allottee(s) for the purpose of making any changes in order to comply with such directions, conditions, changes and the layout plans of the Said Complex/ Said Building/Said Apartment/Plot as may be amended and approved from time to time, shall supersede the present layout plan.

- G. WHEREAS the layout plan of the Said Complex, may have commercial areas, as may be earmarked in addition to residential buildings, however, this Agreement is confined and limited in its scope only to the sale of the Said Apartment (hereinafter defined) in the Said Building (hereinafter defined) of the Said Complex (hereinafter defined) in accordance with the building plans approved by GNIDA. The Allottee(s) understands that the area of the Plot or thereabout may be modified in future to the extent as may be required /desired by the Company to comply with such directions, conditions, changes and modifications and shall be free to carry out / develop it in any manner as the Company may deem fit and/or pursuant/ consequent to any directions/ approvals by the GNIDA.
- H. WHEREAS it is clarified that the Company has not intended to convey right or interest in any of the land falling outside the Said Building / Said Complex / Plot and no impression of any kind has been given with regard to the constructions that may take place on the land outside the Plot.
- I. WHEREAS the Allottee(s) has full and complete knowledge of applicable laws, bye-laws, notifications, rules, regulations and policies applicable to the Plot/ Said Complex/ Said Building/ Said Apartment as framed by the Government, GNIDA and any other competent authority, and has acknowledged and understood that the terms and conditions contained in the Lease Deed executed by GNIDA in favour of the Company shall form an integral part of this allotment and Allottee(s) have confirmed and assured the Company of the same.

ALLOTTEE(S) REPRESENTATION

- A. WHEREAS the Allottee(s) vide Application dated _____ applied for allotment of an apartment in the Said Complex. The Allottee(s) has/have been allotted Unit No. _____ at Floor No. _____ in Tower _____ with Carpet Area measuring _____ sq. ft. and Super Area admeasuring _____ sq. ft.
- B. WHEREAS the Allottee(s) acknowledges that the Company has provided all the information and clarifications as required by the Allottee(s) and that the Allottee(s) is fully satisfied with the same and the Allottee(s) has relied on his own judgment and investigation in deciding to apply for allotment of the Said Apartment and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by the Company or any selling agents/ sales organizers/ brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Said Complex/ Said Apartment/ Said Building. No oral or written representations or statements shall be considered to be a part of this Agreement and this Agreement is self-contained and complete in itself in all respects.
- C. WHEREAS the Allottee(s) has gone through all the terms and conditions set out in this Agreement, understood the mutual rights and obligations and agree to the same. The Allottee(s) also confirm that the Allottee(s) have chosen to invest in the Said Apartment/ Said Complex after exploring all other options of similar properties available with other builders, developers and available in resale in the vast and competitive market of National Capital Region and the Allottee(s) find that the Said Apartment/Said Complex is suitable for the Allottee(s)'s residence, and therefore, have voluntarily approached the Company for allotment of the Said Apartment in the Said Complex.

X _____
Company

X _____
Allottee(s)

- D. WHEREAS the Allottee(s) hereby confirms to the Company that the Allottee(s) is signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Complex/ Said Building/ Said Apartment and the terms and conditions contained in this Agreement and the Allottee(s) has clearly understood its rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement.
- E. WHEREAS the Company relying on the confirmations, representations and assurances of the Allottee(s) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith the Application to allot the Said Apartment and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

1. DEFINITIONS

In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when the first letter is capitalized, shall have the meanings assigned herein when used in this Agreement. When the first letter not capitalized, such words shall be attributed their ordinary meaning.

“Additional PLC” means the charges payable in addition to the PLC for the Said Apartment being additionally preferentially located, which shall be calculated on per sq. mtr. (per sq. ft.) based on the Super Area of the Said Apartment.

“Agreement” means this Apartment Buyers' Agreement, including all annexures, recitals, schedules and terms and conditions for the allotment of the Said Apartment and/or the Parking Space(s) in the Said Complex, executed by the Allottee(s) and Company.

“Allottee(s)” means the person who is entering into this Agreement with the Company for the Said Apartment allotted to the Allottee(s) and who has signed and executed the Agreement. In case of more than one Allottee, the other will be considered as Co-Allottee and the Allottee and Co-Allottee shall have an equal share in the Said Apartment unless otherwise specifically provided.

“Allotment Letter” means the confirmation of booking of the Said Apartment by the Company along with the Agreement duly executed by and between the Company and the Allottee(s).

“Applicant” means any person/firm/company applying for booking of the Said Apartment, whose particulars are set out in the Booking Application Form and who has appended his signature in the acknowledgment of having agreed to the terms and conditions of the Booking Application Form. In case of more than one Applicant the other will be considered Co-applicant.

“Area of Land” means the total area of land over which the project is and/or going to be constructed.

“Carpet Area” means the net usable floor area of the Said Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Said Apartment.

Explanation.— For the purpose of this definition, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Allottee;

X _____
Company

X _____
Allottee(s)

“Company” means SP SAI IT Pvt. Ltd. a company incorporated under the provisions of the Companies Act, 1956 having its registered office at A-115, Office No. 51, Third Floor, Gali No 1, Vakil Chamber, Shakarpur, New Delhi – 110092 and corporate office at C – 26, Sector – 67, NOIDA, U.P., India.

“Common Area and Facilities” means all facilities to be used by all the Allottees, such as entrance lobbies, staircases, staircase shafts, lobbies, lifts, lift lobbies, shafts, machines rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control panel room, installation area of transformer and DG Set, guard towers, entrance and exit of the complex, water supply, treatment plants, pump house, sewerage systems and STP, EPBAX systems, common toilets, rain water harvesting systems and other areas of similar nature.

“Conveyance Deed” means the deed of conveyance which shall convey title of the Said Apartment in favour of the Allottee(s) in accordance with this Agreement and include the Sub-Lease Deed between GNIDA, the Company and the Allottee(s).

“Foot Print” shall mean the precise land underneath the Said Building.

“EDC” means the charges levied or leviable on the Said Complex/ Plot (whatever name called or in whatever form) by the Government of Uttar Pradesh or any other Governmental Authority and with all such conditions imposed to be paid by the Allottee(s) and also includes any further increase in such charges.

“Force Majeure” means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Agreement, which shall include but not be limited to:

- (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (c) Strikes or lock outs, industrial dispute;
- (d) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
- (g) Any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if any Governmental Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex/ Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority(ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;
- (h) Any event or circumstances analogous to the foregoing.

“Governmental Authority” or “Governmental Authorities” shall mean any government authority, statutory authority, competent authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal/ local authority having jurisdiction over the land on which the Said Complex/ Said Building is situated.

“Infrastructure Development Charges (IDC)” shall mean the infrastructure development charges levied/ leviable (by whatever name called, now or in future) by the Governmental Authority towards the cost of development of major infrastructure projects.

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Company

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Allottee(s)

"Infrastructure Augmentation Charges (IAC)" means the infrastructure augmentation charges levied/leviable (by whatever name called, now or in future) by the Governmental Authority(ies) for recovery of the cost of augmentation of major infrastructure projects and includes additional levies, fees, cesses, charges and any further increase in any such charges.

"Layout and Plans" means the Architectural Drawing of Project comprising of whole planning of constructions, open areas and drawings of particular Block, Floor and a particular apartment/Unit.

"Maintenance Agency" means the Company, its nominee(s) or association of apartment Allottees or such other agency/ body/ Company to whom the Company may handover the maintenance and who shall be responsible for carrying out the maintenance of the Said Complex/ Said Building.

"Maintenance Agreement" means the maintenance agreement executed by the Allottee(s), Company and the Maintenance Agency.

"Maintenance Charges" means the charges to be paid by the Allottee(s)/Owner(s) for the maintenance and upkeep of the Said Complex/Said Building including common areas and facilities but does not include; (a) the charges for actual consumption of utilities in the Said Apartment including but not limited to electricity, water, which shall be charged based on actual consumption on monthly basis and (b) any statutory payments, taxes, with regard to the Said Apartment/Said Building/Said Complex.as per the maintenance agreement with the Company or to the Maintenance Agency at prescribed rates on the super built up area of the said Apartment. The details of Maintenance Charges shall be more elaborately described in the Maintenance Agreement.

"Parking Space(s)" means the exclusive right of the Allottee(s) to use the parking space for parking car(s), if any.

"Person" means any individual, sole proprietorship, firm, body corporate, corporation, joint venture, trust, any Governmental Authority or any other entity or organization.

"Plot" means the land admeasuring about 90019.50 sq. mtrs. approximately or thereabouts situated at Plot No. – 17, Sector – Techzone 4, situated at Greater Noida Industrial Development Area, District Gautam Budh Nagar, Uttar Pradesh, on which the Said Complex is being developed.

Preferential Location Charges (PLC)" means charges by whatever name called for the preferential location attribute(s) of the Said Apartment payable as applicable to be calculated on the per sq. mtr./sq. ft. basis of the Super Area of the Said Apartment, as mentioned in this Agreement.

"Project" means "NX AVENUE" situated at Plot No. – 17, Sector – Tech Zone – IV, Greater Noida (West), Uttar Pradesh.

"RWA" means the Residents Welfare Association of the apartment/Unit Owners which shall be duly formed after providing 50% possessions in the said Project and the Company/Promoter shall get the association registered after handing over 50% apartment/Units to the owner.

"Said Apartment" means the apartment allotted to the Allottee(s) along with the exclusive use of Parking Space(s).

"Said Building" means the tower/building in the Said Complex in which the Said Apartment will be located.

X _____
Company

X _____
Allottee(s)

"Said Complex" means **"DAH Greentech NX ONE"**, Greater Noida (West), Uttar Pradesh comprising of residential spaces, commercial spaces, office spaces, open spaces, playgrounds, parking purposes and any other building, amenities and facilities as may be approved by the Governmental Authority.

"Super Area" means and includes but is limited to the area comprising the covered areas, areas under external walls, full areas of balconies, cupboards, together with proportionate share in the common facilities such as area under staircases, lifts, lobbies, entrance and exits of the Said Building, water supply arrangements, storage tanks and installations such as power, light, sewerage, the passages, stairs and corridors, overhead and underground water tanks, electrical sub-stations, fire shafts, lift well, mumty and machinery rooms, guard rooms and other common facilities along with the easementary rights but which shall not include terraces, basements, stilts, right to carry out further construction in case of any change in FAR, club, swimming pool, open spaces, parks, parking(s) (except which has been allotted by this allotment), tot-lots, public amenities, health club, shopping centres and other facilities and amenities solely and exclusively owned by the Company.

"Taxes and Cess" shall mean any and all present and future taxes and levies notified by the Central Government or any State Government or any Governmental Authority payable in in connection with the construction/possession/inhabitation of the Said Apartment/Said Complex and recoverable from the Allottee(s).

"Total Price" means the amount amongst others, payable for the Said Apartment which includes basic sale price calculated on per sq.ft./per sq. mtr. based on the Carpet Area of the Said Apartment, PLC (if the Said apartment is preferentially located), Additional PLC (if the Said Apartment is additionally preferential located) to be calculated on the basis of the Super Area, proportionate cost of Common Areas and Facilities, EDC, Lease Rent, Power Backup charges but does not include other amounts, charges, security amount etc. which are payable in accordance with the terms of this Agreement, including but not limited to:

- i) IFMS
- ii) Maintenance charges, property tax, municipal tax on the Said Apartment.
- iii) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc.
- iv) Taxes and Cesses.
- v) The cost for electric and water meter as well as charges for water and electricity connection and consumption.
- vi) Community centre usage charges, as applicable.
- vii) Any other charges that may be payable by the Allottee(s) as per the other terms of the Agreement and such other charges as may be demanded by the Company.

These amounts shall be payable by the Allottee(s) in addition to the Total Price in accordance with the terms and conditions of the Agreement and as per the demand raised by the Company from time to time.

INTERPRETATION

Unless the context otherwise requires in this Agreement:

- a. the use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa;
- b. reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- c. reference to the words "include" or "including" shall be construed without limitation;
- d. reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated.

X _____
Company

X _____
Allottee(s)

The Allottee(s) agrees that wherever in this Agreement, it is explicitly mentioned that the Allottee(s) has understood or acknowledged obligations of the Allottee(s) or the rights of the Company, the Allottee(s) has given consent to the actions of the Company or the Allottee(s) has acknowledged that the Allottee(s) has no right of whatsoever nature, the Allottee(s) in furtherance of the same, shall do all such acts, deeds or things, as the Company may deem necessary and/or execute such documents/deeds in favour of the Company at the first request without any protest or demur.

2. SCOPE OF THE AGREEMENT

- 2.1. The detailed terms of the transfer of the Said Apartment shall be based on the definitive legal document for the transfer of property called the Conveyance Deed and shall include the entire understanding between the Parties relating to the conveyance of the Said Apartment to the Allottee(s). The Allottee(s) shall have no right, title or interest whatsoever on the Said Premises either during its construction or after its completion till the execution of Conveyance Deed by the Company in favour of the Allottee.
- 2.2. The Conveyance Deed shall be executed by the Company only after the completion/occupancy certificate of the Said Building, in which the Said Apartment is situated, is granted by the relevant authority, the entire Sale Consideration amount has been received by the Company from the Allottee(s) along with other applicable duties, charges and payments etc. as due in accordance with this Agreement, and the Allottee complying with all the provisions herein.
- 2.3. The stamp duty and legal/other expenses related to execution and registration of the Conveyance Deed shall be borne by Allottee.
- 2.4. Nothing herein shall be construed to provide the Allottee(s) with any right, whether before or after taking possession of the Said Premises or at any time thereafter, to prevent the Company from:
 - (i) constructing or continuing with the construction of the other building(s) or other structures in the area adjoining the Said Building;
 - (ii) putting up additional constructions at the Said Complex and/or the Plot;
 - (iii) Amending/altering the Plan at the Said Complex and/or the Said Apartment;
 - (iv) Amending / altering the Plan in order to abide by the applicable local, municipal or any other laws for the time being in force or carrying out minor alterations.;
- 2.5. The execution and/or registration of the Conveyance Deed shall not absolve the Allottee(s) of any of its obligations herein.

3. SALE CONSIDERATION & CHARGES

- 3.1. In accordance with and subject to the terms and conditions set out in this Agreement, the Company agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Said Apartment in the Said Complex as per details mentioned in the payment plan attached and marked with this Agreement as **ANNEXURE – A** .

The Company has taken the conversion factor of 10.764 Sq. Ft. per Sq. Mtr. for the purpose of this Agreement.

- 3.2. The Allottee(s) shall make all payments of Sale Consideration and other charges, if any, including the Service tax as applicable, at such times and as detailed in the Allotment Letter and this Agreement along with the payment plan, without any requirement for the Company to

X _____
Company

X _____
Allottee(s)

send out any notice or intimation to the Allottee(s) for the amounts for which due date of payment has already been specified.

- 3.3. All payments by the Allottee(s) are required to be made by Cheque/Demand Draft/RTGS/Electronic Transfer drawn in favour of **“SP SAI IT PVT. LTD. A/C NX-ONE COLLECTION”** payable at New Delhi. While making payment of dues the Allottee(s) shall deduct tax at source (TDS) under the Income Tax Act, 1961 (presently 1% of the payment due to the Company. This provision is presently applicable only if the total Sale Consideration of the apartment is Rs.50 lacs or more). The Allottee(s) shall furnish the prescribed tax certificate stating the Permanent Account Number (PAN) of the Company i.e., _____ to the Company.
- 3.4. The fire safety and other measures have been agreed to be provided as per existing Code / Regulations as on the date hereof. Provided, however, in the event that any further fire safety or other measures are undertaken, as are deemed necessary by the Company or as are required to be undertaken pursuant to the requirements of applicable Law/Regulations, the proportionate increase in Sale Consideration/ charges in respect thereof shall also be payable by the Allottee(s) on demand by the Company within 15 days of such demand.
- 3.5. In case any new taxes/ duties/ charges are levied by any Government Authority and/ or there is an enhancement of any taxes/duties/charges including any external development charges by any Government Authority towards external development cost or otherwise, the Allottee(s) shall make proportionate additional payment within 15 days of raising the demand in this regard by the Company.
- 3.6. The Allottee(s) acknowledges and understands that the Carpet Area of the Said Apartment is tentative. The Carpet Area of the Said Apartment may increase or decrease, any such change in the Carpet Area shall be communicated to the Allottee(s) during or after the construction of the Said Complex is complete and the occupation certificate in respect of the same has been granted by the Governmental Authority.
- 3.7. That any alteration/modification as deemed fit by the Company or as directed by any Government Authority(ies) resulting in an increase or decrease the Carpet Area of the Said Apartment any time prior to and upon the possession of the Said Apartment, the Company will intimate to the Allottee(s) in writing about the changes thereof and the change in enhanced cost of the Said apartment shall be payable by the Allottee(s) to the Company within 30 days of such demand. However, if the Allottee(s) fails and/or refuses to pay such enhanced cost within a period of 30 days then the Company may at its own discretion cancel the said allotment and refund the amount paid by the Allottee(s) till that date without any interest after deducting the earnest money amounting to 10% of the Total Price of the Apartment as administrative costs or refuse to execute the Conveyance Deed for the Said Apartment till the payment of such enhanced costs. Upon the decision of the Company to cancel the Said Apartment, the Company shall be discharged from all its obligations and liabilities under this Agreement and the Allottee(s) shall have no right, interest or claim of any nature whatsoever on the Said Apartment and the Parking Space(s). Further, any decrease in cost due to the decrease in Carpet Area of the Said Apartment shall be adjusted in the final payment to be made at the time of the possession and the Allottee(s) shall have no right to demand the said decreased cost due to the decrease in Carpet Area separately.

X _____
Company

X _____
Allottee(s)

- 3.8. The Allottee(s) understands that the building plan, layout plan of the Said Complex/Said Apartment as approved by the Governmental Authority is subject to change as per the discretion of the Company and/or as directed by the Governmental Authority.
- 3.9. The Allottee(s) agrees that if due to any change in the lay-out plan/building plan of the Said Complex/ Said Building : -
- a) The Said Apartment ceases to be preferentially located, then only the amount of PLC, paid by the Allottee(s) shall be refunded with simple interest @ 7% (seven percent) per annum from the date of realization of the amounts of PLC and such refund shall be through adjustment in the next instalment, as stated in the schedule of payment opted by the Allottee(s).
 - b) The Said Apartment becomes preferentially located, if at the time of the Application it was not preferentially located, the Allottee(s) shall pay PLC of the Said Apartment to the Company, as applicable and payable additionally along with next instalment, as stated in the schedule of payment opted by the Allottee(s).

The Allottee(s) understands that in case of change in the location of the Said Apartment due to change in the layout plan/building plan of the Said Complex / Said Building or otherwise, the Allottee(s) shall have no other right or claim except as mentioned hereinabove.

- 3.10. The Allottee(s) agrees to pay as and when demanded by the Company all stamp duty, registration charges and all other incidental and legal expenses for execution and registration of Conveyance Deed of the Said Apartment within the stipulated period as mentioned in the demand notices and upon receipt of the Total Price, other dues and charges and expenses as may be payable or demanded from the Allottee(s) in respect of the Said Apartment and Parking Space(s). In case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses so demanded within the period mentioned in the demand letter, the Company shall have the right to cancel the allotment and forfeit the Earnest Money and Non Refundable Amounts, etc. and refund the balance amount to the Allottee(s) without any interest upon realization of money from resale/re-allotment to any other party.
- 3.11. The Allottee(s) agrees that any payment towards EDC/IDC/IAC levied/leviable or any increase thereof by the Government or any other Governmental Authority(ies) shall be paid by the Allottee(s) and any further increase in EDC/IDC/IAC, by whatever name called or in whatever form and with all such conditions imposed, by the Government and/or any Governmental Authority(ies) shall be paid by the Allottee(s). It is also agreed by the Allottee(s) that all such levies/ increases may be levied by the Government of Uttar Pradesh or any other Governmental Authority(ies) on prospective or retrospective basis effective from the date of licence(s) of the Said Complex/Said Building/Said Apartment/Plot. The Company makes it clear that if it is required to pay such levies, EDC/IDC/IAC, interest and other charge etc. in such prospective /retrospective manner from the date of licence(s), then the Company shall demand, and the Allottee(s) undertake(s) to pay the same. The pro-rata demand made by the Company to the Allottee(s) with regard to EDC/IDC/IAC and/or increase in EDC/IDC/IAC shall be final and binding on the Allottee(s). If the EDC/IDC/IAC and/or increased EDC/IDC/IAC is not paid, then the non-payment of such charges shall be treated as unpaid sale price as per the Application/Agreement and the Company shall be entitled to cancel the Agreement and forfeit the Earnest Money along with the Non Refundable Amounts and the balance amount, if any, shall be refunded to the Allottee(s) without any interest. If the EDC/IDC/IAC and/or increased EDC/IDC/IAC is levied (including with retrospective effect) after the conveyance deed has been executed, the Allottee(s) agrees and undertakes to pay the same on demand by the

X _____
Company

X _____
Allottee(s)

Company and if the demanded charges are not paid, then the same shall also be treated as unpaid sale price of the Said Apartment/ Parking Space(s) and the Company in addition to other remedies under law for recovery for unpaid charges shall also have the first charge and lien over the Said Apartment/ Parking Space(s) till such unpaid charges are paid by the Allottee(s).

- 3.12. That a single point electricity connection will be taken for the Said Complex from the Paschimanchal Vidyut Vitran Nigam Limited and the electricity will be distributed through separate metres to the Allottee(s) through pre-paid systems. The Allottee(s) will get the Electricity Connection for the capacity as required at the time of possession.
- 3.13. That if the Allottee(s) requires power backup of more than 2KVA then he shall give his consent in writing at the time of signing of the application form and shall pay the additional charges so incurred or to be incurred. No request for change in power backup facility shall be entertained at a later stage.
- 3.14. That the running charges of the power backup facility through DG Set shall be subject to the prevailing fuel prices at the time of possession and are subject to change thereafter.
- 3.15. That the rate for electricity and power backup charges including the fixed charges payable by the Allottee(s) shall be decided solely and exclusively by the Company from time to time and the Allottee(s) agrees to the same and shall not raise any claim or dispute in this regard at a later stage.
- 3.16. The Allottee(s) agrees and understands that the Company or its agents/its subsidiaries/associates/affiliates or sister concerns, may, at its sole discretion and subject to such Government approvals as may be necessary; enter into an arrangement of generating and/or supplying power to the Said Complex and any other project/complex which the Company / Company may develop in future. In such an eventuality the Allottee(s) fully concur and confirm that the Allottee(s) shall have no objection to such arrangement for generating and / or supply of power and the Allottee(s) gives complete consent to such an arrangement including it being an exclusive source of power supply to the Said Complex or to Said Apartment directly and the Allottee(s) understands the possibility of it being to the exclusion of power supply from PVVNL/ State Electricity Boards (SEBs) / any other source. This arrangement could be provided within the Said Complex / future project/colonies by the Company or its agents directly or through the respective association of apartment owners in the Said Complex. Further, the Company or its agents / its subsidiaries / associates / affiliates or sister concerns shall have the sole right to select the site, capacity and type of the power generating and supply equipment / plant as may be considered necessary by the Company or its agents /its subsidiaries/associates/affiliates or sister concerns in its sole discretion from time to time. The said equipment / plant may be located anywhere in or around the Said Complex.
- 3.17. Subject to the terms and conditions of this Agreement and upon execution of Conveyance Deed, the Allottee(s) shall have the following rights with regard to the Said Apartment.
- i) Ownership of the Said Apartment;
 - ii) Undivided proportionate interest in the Foot Print (excluding the basement reserved for car parking) calculated in the ratio of Super Area of the Said Apartment to the total super area of all apartments in the Said Building/Said Complex, as the Company may decide.
 - iii) Exclusive right to use the Parking Space(s) for parking of vehicles only and for no other use whatsoever. The Allottee(s) hereby acknowledges that the Said Apartment along

X _____
Company

X _____
Allottee(s)

with Parking Space(s) will be treated as a single indivisible unit for all purposes and, as such, cannot be transferred separately. The Allottee(s) agrees that the Allottee(s) shall not have any claim, right or interest whatsoever in respect of any other parking space(s) save and except his/her Parking Space(s). The Company shall have sole right to deal with or dispose of other parking space(s) in the Said Complex in the manner in which the Company may deem fit.

iv) Undivided proportionate interest in and right to use the Common Areas and Facilities within the Said Building only. Since the interest of Allottee(s) in the Common Areas and Facilities is undivided and cannot be separated, subject to timely payment of Maintenance Charges, the Allottee(s) shall use the Common Areas and Facilities harmoniously along with other apartment owners, maintenance staff, etc., without causing any inconvenience or hindrance/annoyance to them.

3.18. The Allottee(s) understands that the Parking Space(s) allotted to him, if any, shall be an integral part of the Said Apartment which cannot be sold/dealt with independently of the Said Apartment. All clauses of the Application and the Agreement pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the Parking Space(s) so allotted, wherever applicable. The Allottee(s) agrees that Parking Space(s) allotted to the Allottee(s) shall not form a part of common areas of the Said Building/Said Complex.

3.19. The Allottee(s) acknowledges that the Company, may at its sole discretion make the Said Complex a part of any other adjacent project that has already come into existence or may be constructed in future at any time or keep it separate as an independent estate and the Allottee(s) shall not have any right to raise any objection in this regard. In the event of any such formation, the Common Areas and Facilities and the undivided interest therein of each apartment owner shall be specified by the Company which shall be conclusive and binding upon the Allottee(s) and the Allottee(s) shall not have any right to raise any objection/dispute in this regard against the Company / Association of Apartment Owners, as the case may be.

3.20. The Allottee(s) agrees that the Company may for the purpose of complying with the provisions of any Act or any other applicable laws, substitute the method of calculating the undivided proportionate share/interest in the Foot Print of the Said Building and in Common Areas and Facilities in any Declaration with respect to the Said Apartment in any manner, as may be necessary for such compliance.

4. PAYMENT FOR TAXES ON LAND, WEALTH-TAX, CESSSES BY ALLOTTEE(S)

The Allottee(s) agrees and undertakes to pay all Government rates, tax on land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future by the Government, municipal authority or any other governmental authority on the Said Complex/Said Building/Said Apartment or land appurtenant thereto as the case may be as assessable or applicable from the date of the allotment. If the Said Apartment is assessed separately the Allottee(s) shall pay directly to the Governmental Authority and if the Said Apartment is not assessed separately then the same shall be paid on pro-rata basis upon the determination of proportionate share by the Company and the demand shall be final and binding on the Allottee(s).

5. AMOUNT PAID BY ALLOTTEE(S) WITH APPLICATION

The Allottee(s) has paid a sum of Rs. _____ (Rupees _____ only) including service tax, being part

X _____
Company

X _____
Allottee(s)

payment towards the Total Price at the time of Application, the receipt of which the Company doth hereby acknowledge and the Allottee(s) agrees to pay the remaining price of the Said Apartment as prescribed in schedule of payments attached with this Agreement as ANNEXURE – A along with all other charges, Taxes and Cesses, securities, etc. as may be demanded by the Company within the time and in the manner specified therein.

6. EARNEST MONEY

The Allottee(s) agrees and confirms that out of the total amount(s) paid/payable by the Allottee(s) for the Said Apartment, 10% of the Total Price of the Said Apartment amounting to Rs. _____/- (Rupees _____ only) shall be treated as Earnest Money to ensure fulfilment of the terms and conditions as contained in the Application and this Agreement. In the event, the Allottee(s) fails to perform any obligations or commit breach of any of the terms and conditions, mentioned in the Application and/or this Agreement, including but not limited to the occurrence of any event of default as stated in this Agreement and the failure of the Allottee(s) to sign and return this Agreement in original to the Company within 30 days of dispatch, the Allottee(s) agrees, consents and authorizes the Company to cancel the allotment and on such cancellation, the Allottee(s) authorizes the Company to forfeit the Earnest Money along with other Non-Refundable Amounts. Thereafter the Allottee(s) shall be left with no right, interest and lien on the Said Apartment/Said Complex. This is in addition to any other remedy/right, which the Company may have. If the amount paid by the Allottee(s) is less than the forfeitable amount, then the Allottee(s) undertakes to make good the shortfall of the forfeitable amounts.

7. MODE OF PAYMENT

- 7.1. The Allottee(s) shall make all payments within the stipulated time as mentioned in the payment plan annexed to this Agreement as ANNEXURE – A and other charges and amounts, as may be demanded by the Company from time to time, without any reminders from the Company, through Cheque(s)/ Demand Draft(s)/ RTGS/ Electronic Transfer in favour of “**SP SAI IT PVT. LTD. A/C NX-ONE COLLECTION**” payable at New Delhi.
- 7.2. That in the event the Allottee(s) issues a cheque in favour of the Company which is dishonoured due to any reason whatsoever, the Allottee(s) agrees and undertakes to pay a sum of Rs. 500/- as penalty for every dishonour of the cheque. The Company further retains the right to initiate appropriate proceedings under the relevant provisions of law including but not limited to a suit for recovery and a complaint under section 138 of the Negotiable Instruments Act in the event of any dishonour of cheque.

8. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee(s) shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made thereunder or any other statutory amendments/modifications, made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc and provide the Company with such permissions, approvals which would enable the Company to fulfil its obligations under this Agreement. The Allottee(s) agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by RBI, the Allottee(s) alone shall be liable for any action under FEMA. The Allottee(s) shall keep the Company fully indemnified and harmless in this regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right in this

X _____
Company

X _____
Allottee(s)

Agreement, allotment of the Said Apartment in any way and the Company shall issue the payment receipts in favour of the Allottee(s) only.

9. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee(s) authorizes the Company to adjust/appropriate all payments that shall be made by the Allottee(s) under any head(s) of dues against outstanding heads in Allottee(s) name and the Allottee(s) shall not have a right to object/demand/direct the Company to adjust the payments in any manner otherwise than as decided by the Company.

10. TIME IS THE ESSENCE

- 10.1. The Allottee(s) agrees that time is essence with respect to payment of Total Price and other charges, deposits and amounts payable by the Allottee(s) as per this Agreement and/or as demanded by the Company from time to time and also to perform/observe all the other obligations of the Allottee(s) under this Agreement. The Company is not under any obligation to send any reminders for the payments to be made by the Allottee(s) as per the schedule of payments and for the payments to be made as per demand by the Company or other obligations to be performed by the Allottee(s).
- 10.2. That timely payment of instalments as indicated in the schedule of payment is the essence of the allotment. If any instalment(s) as per the payment schedule is not paid by the due date, the Company will charge and the Allottee(s) agrees to pay 9% interest per annum on the delayed payment for the period of delay. However, if the payment remains in arrears for more than 30 days from the due date or 2 (TWO) consecutive demands whichever is earlier, the allotment will automatically stand cancelled without any further intimation to the Allottee(s) and the Allottee(s) will cease to have any lien on the Said Apartment. In such a case, the amount paid by the Allottee(s) shall be refunded back to the Allottee(s) without any interest after deducting the Earnest Money and other deductibles as the Company may decide in its own discretion unless otherwise decided by the Company.
- 10.3. That if the Allottee(s), at any time, desires to surrender his booking/allotment it may be agreed to subject to the sole and exclusive discretion of the Company. In the event the Company agrees to the same then the Earnest Money shall be deducted as administrative charges and the rest shall be refunded back to the Allottee(s) without any interest.

11. SCHEDULE FOR POSSESSION OF THE SAID APARTMENT

- 11.1. The Company based on its present plans and estimates and subject to all just exceptions endeavours to complete construction of the Said Building/Said Apartment within a period of 42 months from the date of laying of the foundation block of the Said Building with a grace period of 180 days thereafter. If the completion of the Said Premises is delayed by reason of non-availability or scarcity of steel and / or cement and/ or other building materials and/or water supply and/ or electric power and/or slow down, strike and/or due to a dispute with the construction agency employed by the Company, lock out or civil commotion or any militant action or by reason of war, or enemy action, or earthquake or any act of God or if non-delivery of possession is as a result of any Law or as a result of any restrictions imposed by a Government Authority or delay in the sanction of building/zoning plans/grant of completion/occupation certificate by any Government Authority or for any other reason beyond the control of the Company the total construction period shall be suitably extended to such a period which shall be at the sole and exclusive discretion of the Company.

X _____
Company

X _____
Allottee(s)

- 11.2. That a “Fit-out-Period” will commence from the date of offer of possession wherein the Company shall install and carry out all the final touches in the interior of the Said Apartment including but not limited to any final touches of paint, installation of sanitary ware, kitchen hardware, toilet fittings and accessories (if any). This is done to provide the Said Apartment to the Allottee(s) in the best condition of workmanship. That a period of 40 days over and above the date on which the offer of possession is sent to the Allottee(s) is reserved for the “Fit-out-Period” and the Allottee(s) agrees by the same and shall not raise any objection or dispute to the same at a later stage.
- 11.3. If the possession of the Said Apartment is delayed due to Force Majeure conditions, then the Company shall be entitled to extension of time for delivery of possession of the Said Apartment. The Company during the continuance of the Force Majeure, reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances so warrant, the Company may also suspend the development of the project for such period as is considered expedient, the Allottee(s) agrees and consents that the Allottee(s) shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.
- 11.4. The Allottee(s) agrees and understands that if the Force Majeure condition continues for a long period, then the Company alone in its own judgment and discretion, may terminate this Agreement and in such case the only liability of the Company shall be to refund the amounts without any interest or compensation whatsoever. The Allottee(s) agrees that the Allottee(s) shall have no right or claim of any nature whatsoever and the Company shall be released and discharged of all its obligations and liabilities under this Agreement.
- 11.5. If the Company is unable to construct/continue or complete the construction of the Said Building/Said Complex due to Force Majeure conditions or due to any government/regulatory authority's action, inaction or omission, then the Company may challenge the same by moving the appropriate courts, tribunal(s) and / or authority. In such a situation, the amount(s) paid by the Allottee(s) shall continue to remain with the Company and the Allottee(s) shall not have a right to terminate this Agreement and ask for refund of his money and this Agreement shall remain in abeyance till final determination by the court(s) / tribunal(s) / authority(ies). However, the Allottee(s) may, if so desires, become a party along with the Company in such litigation to protect Allottee(s)'s rights arising under this Agreement. In the event the Company succeeding in its challenge to the impugned legislation or rule, regulation, order or notification as the case may be, it is hereby agreed that this Agreement shall stand revived and the Allottee(s) shall be liable to fulfil all obligations as provided in this Agreement. It is further agreed that in the event of the aforesaid challenge of the Company to the impugned legislation, order, rules, regulations, notifications, and the said legislation, order, rules, regulations, notifications become final, absolute and binding, the Company will, subject to provisions of law/court order, refund within reasonable time to the Allottee(s) the amounts received from the Allottee(s) after deducting the Earnest Money along with the Non Refundable Amounts, but without any interest or compensation and the decision of the Company in this regard shall be final and binding on the Allottee(s) save as otherwise provided herein, the Allottee(s) shall be left with no other right, claim of whatsoever nature against the Company under or in relation to this Agreement.
- 11.6. That subject to the foregoing sub-clauses of Clause 11, any delay in delivering the possession beyond the stipulated period of 42 months and a grace period of 180 days, the Company agrees to pay a delay penalty of the Allottee(s) an interest of 9% per annum over the deposited amount of cost of the Said Apartment excluding the taxes and other charges provided that all due

X _____
Company

X _____
Allottee(s)

instalments of the Said Apartment were received on time, any waiver of interest or the payment with interest shall not be considered as payment on time.

12. PROCEDURE FOR TAKING POSSESSION

- 12.1. The Company, upon obtaining certificate for occupation and use from the Governmental Authority shall offer in writing possession of the Said Apartment to the Allottee(s) in terms of this Agreement to be taken within 30 days from the date of issue of such notice and the Company shall give possession of the Said Apartment to the Allottee(s) provided the Allottee(s) is not in default of any of the terms and conditions of this Agreement and has complied with all provisions, formalities, documentation, etc., as may be prescribed by the Company in this regard.
- 12.2. The Allottee(s) shall be liable to pay the Maintenance Charges from the date of grant of the occupation certificate granted by the concerned authorities irrespective of the date on which the Allottee(s) takes possession of the Said Apartment.

13. FAILURE OF THE ALLOTTEE(S) TO TAKE POSSESSION

- 13.1. Upon receiving a written intimation from the Company in terms of clause 12 above, the Allottee(s) shall within the time stipulated by the Company, take possession of the Said Apartment from the Company by executing necessary indemnities, undertakings, Maintenance Agreement and such other documentation as the Company may prescribe and by making all the payments to the Company of all charges/dues as specified in this Agreement and the Company shall after satisfactory execution of such documents give possession of the Said Apartment to the Allottee(s), provided the Allottee(s) is not in breach of any other term of this Agreement. If the Allottee(s) fails to take the possession of the Said Apartment as aforesaid within the time limit prescribed by the Company in its notice, then the Said Apartment shall be at the risk and cost of the Allottee(s) and the Company shall have no liability or concern thereof.
- 13.2. That if the physical possession is not taken by the Allottee(s) within 30 days of the offer of possession, the Allottee(s) shall pay holding charges @ Rs. 10/- per sq. ft. of the Super Area per month for the period of delay in taking the possession. The holding period shall not extend beyond 90 days and the allotment shall stand cancelled and the money received by the Company shall be refunded back to the Allottee(s) without any interest and after deducting the earnest money and other deductible charges unless the Company in its own discretion decides otherwise.
- 13.3. That subject to the terms and conditions of the Agreement, in case of any delay (except for Force Majeure conditions) by the Company in completion of construction of Said Apartment beyond 180 days from date of expiry of said 42 months and the Allottee(s) not being in default/breach of the terms and conditions set out in the Agreement, the Company shall pay the Allottee(s) an interest of 9% per annum till the date of application for grant of occupation certificate over the deposited amount of cost of the Said Apartment excluding the taxes and other charges provided that all due instalments of the Said Apartment were received on time, any waiver of interest or the payment with interest shall not be considered as payment on time.

14. MAINTENANCE OF THE SAID BUILDING / SAID COMPLEX

In order to provide necessary maintenance services, upon the completion of the Said Building/Said Complex the maintenance of the Said Building / Said Complex may be handed over to the Maintenance

X _____
Company

X _____
Allottee(s)

Agency. The Allottee(s) agrees to execute Maintenance Agreement with the Maintenance Agency or any other nominee/agency or other body/association of apartment owners as may be appointed by the Company from time to time for the maintenance and upkeep of the Said Building/ Said Complex. This Maintenance Agreement shall not be deemed to be executed till the same is signed by all the parties. The Allottee(s) further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time. The Maintenance Charges shall become applicable/payable from the date the Company has received the occupation certificate / the date of allotment whichever is later.

15. FIXATION OF TOTAL MAINTENANCE CHARGES

The total Maintenance Charges shall be more elaborately described in the Maintenance Agreement. The Maintenance Charges shall be levied from the date of grant of occupation certificate or the date of allotment, whichever is later and the Allottee(s) undertakes to pay the same promptly. It is agreed by the Allottee(s) that the payment of Maintenance Charges will be applicable whether or not the possession of Said Apartment is taken by the Allottee(s). The Maintenance Charges shall be recovered on such estimated basis which may also include the overhead cost on monthly / quarterly intervals as may be decided by the Maintenance Agency and adjusted against the actual audited expenses as determined at every end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The estimates of the Maintenance Agency shall be final and binding on the Allottee(s). The Allottee(s) agrees and undertakes to pay the maintenance bills on or before due date as intimated by the Maintenance Agency.

16. USE OF THE SAID APARTMENT

The Allottee(s) shall not use the Said Apartment for any purpose other than for residential purpose; or use the same in a manner that may cause nuisance or annoyance to other apartment owners or residents of the Said Complex; or for any commercial or illegal or immoral purpose; or to do or cause anything to be done in or around the Said Apartment which tends to cause interference to any adjacent plot(s) / building(s) or in any manner interfere with the use of roads or amenities available for common use. The Allottee(s) shall indemnify the Company against any action, damages or loss due to misuse for which the Allottee(s) / occupant shall be solely responsible.

17. PAYMENT FOR REPLACEMENT, UPGRADATION, ADDITIONS OF LIFTS, DG SETS, ELECTRIC SUB-STATIONS, PUMPS, FIRE-FIGHTING EQUIPMENT AND OTHER CAPITAL PLANTS/EQUIPMENTS.

As and when any plant & machinery within the Said Complex/Said Building, as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire-fighting equipment, any other plant/equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Allottees in the Said Building/Said Complex, as the case may be on pro-rata basis as specified in this Agreement. The Company or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottee(s) agrees to abide by the same.

18. RIGHT TO ENTER THE SAID APARTMENT FOR REPAIRS

In addition to the Company's /Maintenance Agency's rights of unrestricted usage of all Common Areas and Facilities, and the Parking Space(s) for providing necessary maintenance services, the Allottee(s) agrees to permit the Company or the Maintenance Agency to enter into the Said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant

X _____
Company

X _____
Allottee(s)

otherwise, with a view to set right any defect. Any refusal of the Allottee(s) to give such right to entry will be deemed to be a violation of this Agreement and the Company/Maintenance Agency shall be entitled to take such actions as it may deem fit.

19. INSURANCE OF THE SAID BUILDING

The structure of the Said Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Company or the Maintenance Agency on behalf of the Allottee(s) and the cost thereof shall be payable by the Allottee(s) as the part of the maintenance bill raised by the Maintenance Agency but contents inside Said Apartment shall be insured by the Allottee(s). The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any apartment or any part of the Said Building or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.

20. USE OF BASEMENT AND SERVICE AREAS

The basement(s) and service areas, if any, as may be located within the Said Building/Said Complex, as the case may be, shall be earmarked by the Company except for those reserved for parking the vehicle of the Allottee(s) to house services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps, equipment, etc., and other permitted uses as per zoning plans/building plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever and the same shall be reserved for use by the Company or the Maintenance Agency and its employees for rendering maintenance services. Any violation of this condition shall be a breach of this Agreement by the Allottee(s).

21. USE OF TERRACES

The Company shall have all the rights over the roof top/terrace. The Company shall have the right to give on lease or hire any part of the roof top/terraces above the top floor, for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and/or raise construction over the same with the permission from the Governmental Authorities and the Allottee(s) shall not have a right to object or cause any hindrance to the same or make any claims on this account. The roof top/terrace shall always vest with the Company and the Company shall be the sole owner thereof.

22. GENERAL COMPLIANCE WITH RESPECT TO THE SAID APARTMENT

The Allottee(s) shall, after taking possession or after the expiry of period as stipulated in clause 12 be solely responsible to maintain the Said Apartment at the Allottee(s)'s cost, in a good repair and condition and shall not do or suffer to be done anything in or to the Said Building,/ Said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Building is not in any way damaged or jeopardized. The Allottee(s) further undertakes, assures and guarantees that Allottee(s) would not put any sign-board/name-plate, neon-light, publicity material or advertisement material etc. on the face/facade of the Said Building or anywhere on the exterior of the Said Building or common areas. The Allottee(s) shall also 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.

X _____
Company

X _____
Allottee(s)

Further the Allottee(s) shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Said Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Said Apartment. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. The non-observance of the provisions of this clause shall entitle the Company or the Maintenance Agency, to enter the Said Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

23. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE(S)

The Allottee(s) is entering into this Agreement for the allotment of a residential apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Complex. The Allottee(s) hereby undertakes to comply with and carry out, from time to time after taking possession of the Said Apartment all the requirements, requisitions, demands and repairs which are required by any development authority /municipal authority / Government or any other Governmental Authority in respect of the Said Apartment / Said Building at his/her own cost and keep the Company indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

24. ALTERATIONS OF UNSOLD UNITS

The Company shall have the right 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 Said Building and the Allottee(s) shall have no right to raise objections or make any claims on this account.

25. RIGHT OF THE COMPANY TO ADDITIONAL FAR

The Allottee(s) agrees and understands that if the FAR is increased beyond the current applicable FAR by the Government Authority, the Company shall have the exclusive right and ownership on the additional FAR beyond the current applicable FAR. The Company shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings in the Said Complex as per the approvals granted by the Governmental Authorities. The Allottee(s) further agrees and confirms that on such additional construction by use of additional FAR, the additional construction shall be the sole property of the Company, which the Company shall be entitled to dispose of in any manner it chooses without any interference from the Allottee(s). The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Complex. The Allottee(s) acknowledges that the Allottee(s) has not made any payment towards the additional FAR and shall have no objection to any of such construction activities carried on the Said Building/ Said Complex.

26. SHOPS, COMMERCIAL PREMISES/BUILDING, ETC.

The Allottee(s) agrees and understands that some portions of the Plot are earmarked for the provision of construction of shops, community centre, commercial premises/buildings etc., as approved by the Governmental Authority. The Allottee(s) agrees and consents that the Allottee(s) has no objection to such earmarked portions of such land for shops, community centre, commercial premises/buildings etc. as well as to their construction which shall be carried on by the Company. The Allottee(s) agrees and confirms that the Allottee(s) shall not have any right, title or interest in any form or manner in the

X _____
Company

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Allottee(s)

land earmarked for shops, commercial premises, community centre, the buildings constructed thereon and facilities provided therein. Further, the Allottee(s) hereby agrees not to have any claim or right to any commercial premises / buildings or interfere in the matter of booking, allotment and sale of shops, commercial premises/buildings, community centre or in the operation and management of shops, schools, commercial premises/buildings etc.

27. COMPANY'S RIGHT TO RAISE FINANCE

The Company shall have the right to raise finance/loan from any financial institution/bank/non-banking finance company (NBFC) by way of mortgage / charge / securitization of receivables or in any other mode or manner by charge/mortgage of the Said Apartment / Said Building / Said Complex / Plot subject to the condition that the Said Apartment shall be free from all encumbrances at the time of execution of Conveyance Deed. The Company /financial institution/bank/non-banking finance company (NBFC), as the case may be, may always have the first lien / charge on the Said Apartment for all their dues and other sums payable by the Allottee(s) or in respect of any loan granted to the Company or its affiliates for the purpose of the construction of the Said Building/Said Complex.

28. COMPANY'S CHARGE ON THE SAID APARTMENT

The Allottee(s) agrees that the Company shall have the first charge/lien on the Said Apartment/Parking Spaces for the recovery of all its dues payable by the Allottee(s) under this Agreement and such other payments as may be demanded by the Company from time to time. Further the Allottee(s) agrees that in the event of his/her failure to pay such dues as afore-stated, the Company will be entitled to enforce the charge/lien by selling the Said Apartment to recover and receive the outstanding dues out of the sale proceeds thereof.

29. AGREEMENT SUBORDINATE TO MORTGAGE BY COMPANY

The Allottee(s) agrees that no lien or encumbrance shall arise against the Said Apartment as a result of this Agreement or any money deposited hereunder by the Allottee(s). In furtherance and not in derogation of the provisions of the preceding sentence the Allottee(s) agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/created by the Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the Said Apartment or excuse the Allottee(s) from completing the payment of the price of the Said Apartment or performing all the Allottee(s)'s other obligations hereunder or be the basis of any claim against or liability of the Company provided that at the time of the execution of the Conveyance Deed the Said Apartment shall be free and clear of all encumbrances, lien and charges whatsoever. In case of the Allottee(s) who have opted for long term payment plan arrangement with any financial institutions / banks the conveyance of the Apartment in favour of the Allottee(s), shall be executed only on the Company receiving no objection certificate from such financial institution / banks/non-banking finance company (NBFC).

30. PURCHASE NOT DEPENDENT ON FINANCIAL CONTINGENCY

The Allottee(s) may obtain finance from any financial institution/bank or any other source but the Allottee(s) obligation to purchase the Said Apartment pursuant to this Agreement is not to be contingent on the Allottee(s) ability or competency to obtain such financing and the Allottee(s) will remain bound under this Agreement whether or not the Allottee(s) has been able to obtain financing for the purchase of the Said Apartment.

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Company

X _____
Allottee(s)

31. AGREEMENT NOT ASSIGNABLE

- 31.1. The Allottee(s) agrees and confirms that any rights on the Said Apartment are not assignable to any third party till the payment of 40 % of the Total Price and upon a written consent of the Company which is at the sole and exclusive discretion of the Company. However, after the payment of 40 % of Total Price and upon grant of a written consent by the Company, the Company may, upon payment of charges as applicable from time to time and subject to applicable laws and notifications by any Government Authority/its agency/ body or any directions as may be in force, and upon receiving a written request from the Allottee(s), permit the Allottee(s) to get the name of his/her nominee substituted, added, deleted in his/her place subject to such terms, conditions and charges as the Company may impose. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s)/transfer/assignment.
- 31.2. That the subject to above, in case of transfer/ endorsement/ assignment/ change in name of Allottee(s), a processing fee shall be charged by the Company which shall be decided by the Company from time to time and which shall be calculated on the Super Area. The Allottee(s) agrees and undertakes to pay all such charges at the time of submitting the application for such transfer/ endorsement/ assignment/ change in name of Allottee(s). However, such transfer/ endorsement/ assignment/ change in name of Allottee(s) shall only be considered after receipt of 40% of the total sale consideration along with interest (if any) by the Allottee(s).
- 31.3. That no such transfer/ endorsement/ assignment/ change in name of Allottee(s) shall take place before 1 (ONE) year of the commencement of the construction of the Said Building.
- 31.4. That any transfer/ endorsement/ assignment/ change in name of Allottee(s) which is not the first transfer/ endorsement/ assignment/ change in name of Allottee(s) in the blood relation of the original Allottee(s) which is limited to the wife/ son/ unmarried daughter of the original Allottee(s) shall be chargeable by the Company at Rs. 200/- per sq. ft of Super Area and the Allottee(s) agrees and undertakes to pay the same. The allotment shall stand cancelled in case of any violation of the said clause along with this and the foregoing sub-clauses unless otherwise decided by the Company.

32. ENTIRE AGREEMENT

The Allottee(s) agrees that this Agreement including the preamble along with its annexures and the terms and conditions contained in the Agreement 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 hereto. The terms and conditions of the Application shall continue to be binding on the Allottee(s) save and except in case where the terms and conditions of the Application are at variance with the terms and conditions of this Agreement in which case the terms and conditions of this Agreement shall prevail and shall supersede. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate Agreement duly signed by and between the parties.

33. RIGHT TO AMEND TERMS AND CONDITIONS

- 33.1. The Allottee(s) agrees and understand that terms and conditions of the Application and those of the Agreement may be modified/amended in accordance with any directions/order which may be passed by any Governmental Authority(ies), court of law, tribunal, or Commission in

X _____
Company

X _____
Allottee(s)

compliance with applicable laws and such amendment shall be binding on the Allottee(s) and the Company.

- 33.2. The Company further reserves the right to correct, modify, amend or change all the annexures attached to this Agreement and also annexures which are indicated to be tentative at any time prior to the execution of the Conveyance Deed of the Said Apartment.

34. AGREEMENT SPECIFIC ONLY TO THE SAID APARTMENT/SAID COMPLEX

The Allottee(s) agrees that the provisions of this Agreement, Maintenance Agreement, and those contained in other annexures are specific and applicable to apartments offered for sale in the Said Complex and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), Commission, Consumer Disputes Forum(s) or any other judicial forum involving any other apartment(s)/building(s)/project(s) of the Company/ its associates/subsidiaries, partnership firms in which the Company is partner or interested.

35. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/SUBSEQUENT PURCHASER

All the provisions contained herein and the obligations arising hereunder in respect of the Said Apartment/Said Building/Said Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers/assignees of the Said Apartment, as the said obligations go along with the Said Apartment for all intents and purposes.

36. SEVERABILITY

The Allottee(s) agrees and understands that if any provision of this Agreement is determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

37. CAPTIONS/HEADINGS

The captions/headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be done by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

38. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment in common with the other Allottees in the same building, the same shall be the proportion which the Super Area of the Said Apartment bears to the total super area of all the apartments in the Said Building/Said Complex as the Company may decide.

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with the Allottees of all the buildings, to be constructed on the Plot the same shall be in proportion which the Super Area of the Said Apartment bears to the total super area of all the apartments in all the buildings to be constructed on the Said Land.

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Company

X _____
Allottee(s)

39. FORCE MAJEURE

The Company shall not be responsible or liable for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented due to Force Majeure conditions.

40. RIGHT TO JOIN AS AFFECTED PARTY

The Company shall have right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee(s) if the Company's rights under this Agreement 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 Company fully informed at all times in this regard.

41. INDEMNIFICATION

The Allottee(s) hereby covenants with the Company to pay from time to time and at all times the amounts which the Allottee(s) is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against any loss/liabilities or damages that the Company may suffer as a result of non-payment, non-observance or non - performance of any of the covenants and conditions stipulated in this Agreement. This will be in addition to any other remedy provided in this Agreement and/or available in law.

42. BROKERAGE

The Allottee(s) shall bear its own expenses including commission or brokerage to any person for services rendered by such person to the Allottee(s) whether in or outside India for acquiring the Said Apartment. The Company shall in no way whatsoever be responsible or liable for such payment, commission or brokerage nor the Allottee(s) have the right to deduct such charges from the Total Price and other charges payable to the Company for the Said Apartment. Further, the Allottee(s) shall indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.

43. DEFECT LIABILITY

That there will be defect liability period of five years as per the Real Estate (Regulation and Development) Act, 2016 from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, warp age in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc., or normal wear and tear. The defect liability is not applicable on the bought-out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought-out items, the Company shall co-operate with the purchaser in sorting out the issue but shall under no circumstances be considered as a defect on the part of the Company and the Company thereof shall not be liable to replace the same. In case the Allottee(s)/Owner(s) has/ have made internal changes for the interior of the Said Apartment and the layout of the Said Apartment has been changed consequently the Allottee(s)/Owner(s) shall not be entitled for the defects liability.

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Company

X _____
Allottee(s)

44. FURTHER ASSURANCES

The Allottee(s) agrees that the persons to whom the Said Apartment is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Company such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Company may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

45. COPIES OF THE AGREEMENT

Two copies of this Agreement shall be executed and the Allottee(s) shall retain One copy of this Agreement and send the Second executed copy to the Company for their reference and record.

46. PLACE OF EXECUTION

The execution of this Agreement will be complete only upon its execution by the Company through its authorized signatory at the Company's Corporate office at Noida after the copies are duly executed by the Allottee(s) and are received by Company. This Agreement shall be deemed to have been executed at Noida.

47. NOTICES

All notices are to be served on the Allottee(s) as contemplated in this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Company by registered post at their respective addresses specified below:

A. ADDRESS OF ALLOTTEE(S)

_____.

B. ADDRESS OF THE COMPANY

M/S SP SAI IT PVT. LTD.
C – 26, Sector – 67,
NOIDA – 201301,
Uttar Pradesh

It shall be the duty of the Allottee(s) to inform the Company of any change subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee(s).

48. JOINT PURCHASERS

In case there are joint Allottee(s) all communications shall be sent by the Company to the Allottee whose name appears first and at the address given by the Allottee(s) which shall for all intents and purposes be considered as properly served on all the Allottee(s).

X _____
Company

X _____
Allottee(s)

49. RIGHT TO TRANSFER OWNERSHIP

The Company reserves the right to transfer ownership of the Said Building/Said Complex/Plot in whole or in parts to any other entity such as a person, partnership firm, body corporate (s) whether incorporated or not, association or agency by way of sale / disposal / or any other arrangement as may be decided by the Company in its sole discretion and the Allottee(s) agrees and undertakes that he / she shall not raise any objection in this regard.

50. LAWS OF INDIA

It is clarified that the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

51. DISPUTE RESOLUTION BY ARBITRATION

51.1. All or any disputes arising out or touching upon or in relation to the terms and conditions of the Application/ Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion within 3 (THREE) months of the raising of such dispute, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Noida by a sole arbitrator, who shall be appointed by the Company and whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator.

51.2. The courts at New Delhi shall solely and exclusively have the jurisdiction over any disputes and/or claims arising out of this Agreement.

**This Agreement Contains 26 Pages*

IN WITNESS WHEREOF the parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures:

COMPANY
Name:
Designation:

ALLOTTEE(S)
Name:
Designation:

WITNESSES

1.

2.

X _____
Company

X _____
Allottee(s)