

“MOTI City”
MODI NAGAR, GHAZIABAD

Please go through the following conditions carefully:

It is specifically clarified to the Allottee(s) that the proposal for sale of the Plot in the **MOTI City Phase- 2** project, is subject to the unique set of conditions set out in this Agreement to sale. By signing this Agreement to sale, the Allottee(s) would be deemed to have read over, understood and accepted this Agreement in its entirety.

The Promoter shall be entitled to reject and refuse to execute any Agreement to sale wherein the Allottee(s) has made any corrections/cancellations/alterations/modifications, etc., to this Agreement.

Important guidelines for execution of this Agreement to Sale:

- 1) Kindly sign along with joint Allottee(s), if any, at all places marked (x) in this Agreement to sale including all annexures.
- 2) Kindly paste your colored passport size photograph at the space provided, including that of joint Allottee(s) and sign across the photograph.
- 3) Both the signed copies of this Agreement to sale along with annexures shall be returned to the Promoter by registered post/hand delivery within the stipulated period of 30 days from the date of the Allotment Offer Letter.

(Promoter)

(Confirming Party)

(Allottee)

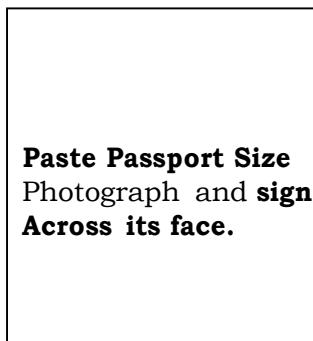
“MOTI City”

AGREEMENT TO SALE



**Paste Passport Size
Photograph and sign
Across its face.**

Allottee No.1



**Paste Passport Size
Photograph and sign
Across its face.**

Allottee No.2

THIS Agreement to sale is made and executed at New Delhi on this day _____
Of 20_____ .

BETWEEN

M/s. Techman Buildwell Pvt. Ltd., a company incorporated under the Companies Act 1956 having its Registered Office at G-1354, Chittranjan Park, New Delhi-110019 through its authorized signatory, Mr. _____ (hereinafter referred to as the “Promoter” which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and, administrators, executors, authorized representatives and assigns) of the FIRST PART;

AND

Mr. _____ (Aadhar No. _____) S/W/D of
Mr. _____ aged _____ about _____ residing at _____ PAN
_____), hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof to mean and include its successor-in-interest, and permitted assigns).

OR

M/s _____ a company incorporated under the Companies Act, 1956 having its Registered Office at _____ and having its corporate identification no. _____ acting through its authorized signatory/director Mr./Ms. _____ duly authorised vide a Board resolution dated _____.

OR

M/s. _____ a partnership firm/Sole Proprietorship/HUF/Limited partnership having its office at _____ through authorised partner/authorised signatory/Karta Mr. /Ms. _____.

(Promoter)

(Confirming Party)

(Allottee)

Or

M/s. _____ a company incorporated under the Companies Act, 1956 having its Registered Office at _____ and having corporate identification No. _____ acting through its authorized signatory/director Mr./Ms. _____ duly authorized vide a Board Resolution/Power of Attorney dated _____.

(hereinafter jointly or individually, as the case may be, referred to as the "**Allottee**", which expression shall unless repugnant to the context and meaning thereof, be deemed to mean and include his/her/its/their successors, legal heirs, executors, administrators, representatives, transferees and permitted assigns) of the SECOND **PART**;

AND

M/s. Techman Infrastructure Pvt. Ltd., a company incorporated under the Companies Act 1956, having its Registered Office at G-1354 Chittranjan Park New Delhi-110019 through its authorized signatory, Mr./Ms. _____. Hereinafter referred to as the "Confirming Party" which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include their successors- in-interest, administrators, executors, authorized representatives, transferee and assigns) of the THIRD PART;

(The above-mentioned parties to this Agreement to sale shall also be collectively referred to as the "Parties" and individually as the "Party").

WHEREAS:

- A. The Promoter and the Confirming Party is the absolute lawful owners and in possession of land admeasuring 18942.53 sq. meters of Khasra no. 500, 500/737, 500/737 ॐ and 500/737 ॐ and 502 situated at Village Aurangabad Gadana, Modi Nagar, Ghaziabad. (Hereinafter referred as "**said Land**") vide sale deed (s) registered at the office of the Sub Registrar- Modi Nagar, Modi Nagar, Ghaziabad.
- B. The Confirming Party is the owners in possession of land admeasuring 6430.00 sq.mt of Khasra no. 500/737, 500/737 U and 500/737 D in the revenue estate of Village Aurangabad Gadana, Tehsil Modi Nagar Distt Ghaziabad and Both the Promoter and the Confirming Party are continuing with acquisition of further lands in adjoining areas. ("Land").
- C. The Confirming Party and the Promoter jointly have obtained the approval/ residential colony over the said Land admeasuring 18942.53 sq. sq.mt. under the UP Urban Planning & Development Act, 1973 ("Act").
- D. In pursuance of the said approval/sanctioned, the Promoter along with the Confirming Party has conceived of and is in the process of developing of a residential colony to be known as "**MOTI City Phase -2**" (Hereinafter referred as "**Project**") consisting inter alia of plots, villas, built-up floors, commercial/ shopping areas and other allied components etc. in accordance with the layout plans approved/ approved and sanctioned by the GDA.
- E. As a part of its integrated development of the said project, the Promoter shall also inter alia layout developed plots (hereinafter referred to as "**Plots**").

(Promoter)

(Confirming Party)

(Allottee)

F. The Confirming Party have separately vested the Promoter with the complete authority and powers on their behalf to undertake inter alia amongst other tasks, the marketing, sale and administration of all the Plots, villas, built-up floors, commercial/shopping areas and other allied components etc.in said project including their interest in the said Plot (defined herein after) agreed to be transferred hereunder and also to act under and enforce this Agreement to sale on their behalf and in their name if and whenever required. The Promoter is also fully authorized by the Confirming Party to receive applications for allotment, impose conditions, make allotments and otherwise to deal with, negotiate, finalize, sign and execute the Plot Buyer Agreement to sale, Sale deeds and all such incidental documents, as may be reasonably necessary to give effect to this Agreement to sale, and also to receive the sale consideration and other charges or dues as stated in this Agreement to sale from the purchasers/allotees and to give valid receipts thereof in its own name, and do all such do all such acts, deeds or things, as may be deemed necessary, by the Promoter in its sole discretion, to give effect to this Agreement to sale .

G. The Allottee has demanded from the Promoter and the Promoter has allowed the Allottee to inspect tentative Layout Plans, ownership records of the said Land, various approvals granted by the Ghaziabad Development Authority, Ghaziabad in favour of the Promoter and Confirming Party and all other documents relating to the title and rights of the Promoter and Confirming Party to develop, market and convey the interest agreed to be transferred hereunder in the said project including the sale of Plots. The Allottee has agreed that it is fully satisfied in all respects, with regard to the right, title and interest of the Promoter and the Confirming Party in the said Land and with regard to the existence of the necessary approvals prior to signing of this Agreement to sale and there shall be no reinvestigation/objections by it in this regard. Furthermore, the Allottee understands and agrees that by its signing of this Agreement to sale, it would be deemed that the Allottee has completed its due diligence to its entire satisfaction, including, inter alia, in respect of the representations made by the Promoter and/or the Confirming Party herein, if any.

H. The Allottee, after fully satisfying itself with respect to the right, title and interest of the Promoter and the Confirming Party in the said Land on which the said Project is being developed, as well as the approvals and sanctions therefor, has applied to the Promoter vide application dated _____ ("Application") for allotment of Plot No. _____ admeasuring _____ sq. yd. or _____ sq. mt. or thereabout approx., (hereinafter referred to as the said "Plot").

I. The Allottee has been made aware that the Promoter is still in the process of developing the said project on the said Land, and in pursuance thereof it is understood and agreed by the Allottee that the location, size, dimension of said Plot is tentative and subject to increase/decrease and may, at the sole discretion of the Promoter, be modified or revised or changed from time to time during the course of laying out the residential colony and its completion.

J. The Site Plan of the said Plot is annexed herewith as Annexure- 2. It is specifically clarified by the Promoter and accepted by the Allottee that the Site Plan depicted herein as Annexure-2 is tentative.

(Promoter)

(Confirming Party)

(Allottee)

The Allottee is aware that the said project, wherein the said Plot is situated, derives its landmark status and exclusive appeal from the unique value-added services/amenities being installed in the said project by the Promoter supported by consistently excellent standards of maintenance thereof and as such, the proper up-keep and maintenance thereof is an inseparable aspect of such status and appeal. Towards this end, the Allottee is willing to execute the Maintenance Agreement for the said Project with the Maintenance Agency ("MA") as may be identified and designated by the Promoter in the standard format prescribed by the Promoter.

- K. The Allottee acknowledges that the Promoter has readily provided complete information and clarifications as required by the Allottee, however the Allottee has carried out due diligence, visited the site and has ultimately relied upon its own independent investigations and judgment, and save and except as specifically represented in this Agreement to sale, the Allottee's decision to purchase the said Plot is not influenced by any architect's plan, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Promoter and Confirming party, their employees, or their selling agents brokers, or otherwise including but not limited to any representations relating to the said Lands or the said Plot or any other physical characteristics thereof, or the services to be provided to the Allottee, the estimated facilities/amenities to be made available to the Allottee.
- L. The Allottee acknowledges that the Promoter has readily provided all the information, clarifications with regard to the terms of this Agreement to sale, as required by it to its complete satisfaction and that the Allottee has read and understood the present Agreement to sale. Except to the extent contained herein, no other oral or written representation or statement made by the Promoter or any third party claiming under it, shall be considered to be a part of this Agreement to sale or binding on the Promoter.
- M. The Allottee has confirmed to the Promoter that it is entering into this Agreement to sale with full knowledge of all the laws, by-laws, rules, regulations, notifications, as may be applicable to the said Project as well as the said Plot, and that it has clearly read and understood the rights and obligations of the Promoter and the Confirming Party, as well as all its own rights, duties, responsibilities and obligations under each and every clause of this Agreement to sale.
- N. The Allottee has represented and warranted to the Promoter that it has the legal and valid power and authority to enter into and perform this Agreement to sale.
- O. The Promoter, relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations agreed herein in letter and spirit, has accepted in good faith the Application and is now willing to enter into this Agreement to sale on the terms and conditions hereinafter set forth in this Agreement to sale.
- P. Based on the above mentioned assurances, warranties and representations of the Allottee and also subject to the continuing due and faithful performance by the Allottee of all its obligations set out in this Agreement to sale, the Promoter and the Confirming Party assure the Allottee that they shall remain bound along with the

(Promoter)

(Confirming Party)

(Allottee)

Promoter to execute the Sale Deed for the said Plot in favour of the Allottee) on their own behalf as well as on behalf of the confirming party and in token of which they have joined the Promoter in executing this Agreement to sale as Confirming Party hereof.

NOW, THEREFORE, THIS AGREEMENT TO SALE BY AND BETWEEN THE PARTIES WITNESSES AS UNDER:-

1. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement to sale, the following terms wherever used in this Agreement to sale, when capitalized, shall have the meaning assigned herein, unless repugnant to or contrary to the meaning and context thereof. When not capitalized, such words shall be attributed their ordinary meaning:

“Act” shall mean UP Urban Planning & Development Act 1973.

“Agreement to sale” shall mean this Plot Buyer Agreement to sale including all preliminary recitals, preamble, annexures, exhibits and schedule attached hereto executed by the Promoter, the Confirming Parties and the Allottee.

“Application” shall mean the application dated ____ for the provisional allotment of the said Plot in the Moti City Phase-II.

“Basic Sale Price” shall have the same meaning as ascribed to it in Clause no 3.1 of this Agreement to sale.

“Commitment Period” shall have the same meaning as ascribed to it in Clause 11.1 of Clause 11 of this Agreement to sale.

“Sale Deed” shall mean deed of sale which shall confer the title of the said Plot in favour of the Allottee in accordance with this Agreement to sale.

Delay Compensation” shall have the same meaning as ascribed to it in Clause 11.2 of Clause 11 of this Agreement to sale.

“GDA” mean Ghaziabad Development Authority, Ghaziabad “

“Earnest Money” shall have the same meaning as ascribed to it in Clause 6 of this Agreement to sale.

“EDC” shall mean the External Development Charges as recoverable under the provisions of the Act and shall include interest thereon/carrying cost of the Promoter/Confirming Party, at the rate charged by the GDA or 12% per annum, whichever is higher.

“Force Majeure” shall mean any event beyond the reasonable control of the Promoter or Confirming Party by itself or in combination with other events or circumstances which cannot

(i) by the exercise of reasonable diligence, or

(Promoter)

(Confirming Party)

(Allottee)

- (ii) despite the adoption of reasonable precautions and/or alternative measures, have been prevented, or caused to have been prevented, and which impairs or adversely affects the Promoter's/ Confirming Party' ability to perform its obligation under this Agreement to sale, and which events and circumstances shall include but not be limited to a) acts of God, i.e. fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities; b) explosions or accidents, air crashes and shipwrecks; 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 otherwise; e) war and hostilities of war, riots or civil commotion f) non-grant, refusal, delay, withholding, cancellation of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals from any governmental authority, including any delay beyond the control of the Promoter/Confirming Party in issuance of the Completion Certificate and/or any other approvals/certificate as may be required; g) any matter, issues relating to grant of approvals/permissions, notices, notifications by the Competent Authority becoming subject matter of any suit/writ before a Court of law; h) 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 the Promoter/ Confirming Party from complying with any or all the terms and conditions as agreed in this Agreement to sale; i) economic recession; j) any event or circumstances analogous to the foregoing.

"Application" shall mean the application dated ____ for the provisional allotment of the said Plot in the Moti City Phase-II.

"Grace Period" shall have the same meaning as ascribed to it in Clause 11.1 of Clause 11 of this Agreement to sale.

"Holding Charges" shall have the same meaning as ascribed to it in Clause 11.7 of Clause 11 of this Agreement to sale.

"IFMS" shall have the same meaning as ascribed to it in Clause 15.2 of Clause this Agreement to sale.

"Land" shall have the same meaning as ascribed to it in the preliminary Recital A of this Agreement to sale.

"Confirming Party" shall have the meaning as ascribed to it in the preliminary Recital B of this Agreement to sale.

"Layout Plans" shall mean the internal layout plan of the various components of the MOTI City Phase-II project as approved by the GDA.

"Sanction/Approval" shall have the same meaning as ascribed to it in the preliminary Recital C of this Agreement to sale.

"Maintenance Agency" or **"MA"** shall mean the entity appointed/designated for providing all or any of the services related to the maintenance and upkeep of the

(Promoter)

(Confirming Party)

(Allottee)

said project.

"Maintenance Agreement" shall mean the maintenance Agreement to be executed by the Allottee with the MA, in the standard format as prescribed by the Promoter and shall have the same meaning as ascribed to it in Clause 15.1 of this Agreement to sale.

"Notice of Possession" shall have the same meaning as ascribed to it in Clause **11.5** of Clause 11 of this Agreement to sale.

"Notice of Termination" shall have the same meaning as ascribed to it in Clause **20.1.1** of this Agreement to sale.

"Offer of Sale Deed" shall have the same meaning as ascribed to it in Clause 11.5 of Clause 11 of this Agreement to sale.

"Payment Plan" shall mean the payment plan attached to this Agreement to sale in Annexure-1.

"PLC" shall mean the Preferential Location Charges referred to in Clause 3.2 (i).

"Plots" in its generic sense, have the same meaning as ascribed to it in the preliminary **Recital E.** **"Plot"** shall have the same meaning as ascribed to it in the preliminary Recital F.

"RWA" or the Residents Welfare Association shall mean the registered society comprising the owners in the said project or parts thereof that may be formed in due course by the Promoter/Confirming Party.

"Sale Consideration" shall have the same meaning as ascribed to it in clause 3.2 of this Agreement to sale.

"Site Plan" shall mean the site plan of the said Plot as attached to this Agreement to sale at Annexure-2

"TP Act" shall mean the Transfer of Property Act, 1882.

"PVVNL" shall mean the Paschimanchal Vidyut Vitran Nigam Limited.

2. INTERPRETATION

Unless the context otherwise requires in this Agreement to sale:

- 2.1 The use of words in the singular shall include the plural and use of words in the masculine, feminine or neuter gender shall include the other two;
- 2.2 Reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- 2.3 Reference to the words "include" or "including" shall be construed without

(Promoter)

(Confirming Party)

(Allottee)

Limitation;

- 2.4 Any reference in this Agreement to sale to the terms "herein", "hereto", "hereunder", "hereof", or "thereof" or similar terms used in this Agreement to sale refer to this entire Agreement to sale and not to the particular provision in which the term is used except where the context otherwise requires. Unless otherwise stated, all references herein to clauses, sections or other provision are references to clauses, sections or other provisions of this Agreement to sale;
- 2.5 Refer to this Agreement to sale, or any other Agreement to sale, deed or other instrument or documents shall be construed as a reference to this Agreement to sale, or such Agreement to sale, deed or other instrument or documents as the same may from time to time amended, varied, supplemented or novated;
- 2.6 The headings/captions in this Agreement to sale are given for convenience and are indicative only. They do not purport to define, limit or otherwise qualify the scope of this Agreement to sale or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement to sale shall be derived by reading the various clauses in this Agreement to sale as a whole and not in insolation or in parts or in terms of the captions provided;
- 2.7 The preliminary recitals are an integral part of this Agreement to sale and any provisions contained in the preliminary recitals including any representations and warranties shall be binding on the Parties as if set forth in the main body of this Agreement to sale.
- 2.8 The word person shall mean any individual, sole proprietorship, unincorporated association, body, corporate, joint venture, trust any government authority or any other entity or organization.
- 2.9 In accordance with internationally accepted conversion rates, the measure of 1(one) sq. yd. wherever used shall be equal to 0.83612736 sq.mt.

3. CONSIDERATION AND CONDITIONS

- 3.1 In accordance with the terms and conditions as set out in this Agreement to sale, the Promoter/Confirming Party hereby agrees to sell and the Allottee agrees to buy, the said Plot admeasuring _____ sq.mt (_____ sq. yd.) approximately at a basic sale price of Rs. _____ per sq. yds., hereinafter referred to as the "**Basic Sale Price**", amounting to Rs. _____/- (**Rupees** _____).

The Allottee understands and agrees that the area and location of the said Plot is tentative and subject to change till the final measurement and demarcation of the said Plot.

- 3.2 In addition to the Basic Sale Price of the said Plot, the Allottee has agreed and accepted to pay the costs, charges, fee and deposits as set out in this

(Promoter)

(Confirming Party)

(Allottee)

Agreement to sale, including the following:

- (i) PLC at the rate of Rs. _____ per sq. yd. of Plot area.
- (ii) Club Membership Charges Rs._____
- (iii) External Electrification Charge
- (iv) Any Other

All the charges listed above along with the Basic Sale Price shall constitute and hereinafter be referred to as the "**Sale Consideration**" and shall be payable by the Allottee in the manner set out in the payment Plan selected and agreed by the Allottee and annexed herewith as Annexure-1.

It is expressly made clear by the Company and the Confirming Parties and agreed by the Allottee that the payment of EDC/IDC shall always be solely to the account of the Allottee and to be borne and paid by the Allottee on a prorated basis as determined by the Company. The Allottee understands that the GDA has a right to demand and recover any additional/balance amount of EDC/IDC as may be determined/finalized on the basis of any enhanced rates of the EDC/IDC to be determined by the Government of Uttar Pradesh/ GDA at any time hereafter. If the balance/enhanced/revised charges for EDC/IDC are levied with retrospective effect as applicable (including interest thereon as chargeable by the GDA) whether before or after the execution of the Sale Deed in respect of the said Plot, the Allottee agrees and undertakes to pay 'such balance/enhanced/ revised charges for EDC/IDC on demand by the Company or the MSA as the case may be.

3.3 The stamp duty charges on the Sale Consideration, registration charges as applicable and incidental expenses for execution of the Sale Deed in favour of the Allottee shall be paid extra in accordance with the Payment Plan Annexure -1 or as and when demanded by the Promoter, as per the prevailing rate of UP Govt. at the time of sale deed.

3.4 The Sale Consideration including the Basic Sale Price has been fixed after taking into account the taxes and/or other statutory dues as are determinable up to the date of the said colony.

The Allottee agrees and undertakes to pay any fresh incidence thereof that may be applicable on account of any fresh tax, levy, fees, charges, statutory dues or cess whatsoever including GST, etc., which shall also include any enhancement or increase thereon, even if it is retrospective in effect. The Allottee undertakes to pay such proportionate amount, if any, promptly on demand by the Promoter.

4. Mode of Payment

(Promoter)

(Confirming Party)

(Allottee)

All payments to be made by the Allottee under this Agreement to sale shall, unless specified otherwise in writing by the Promoter, shall be vide a demand draft/banker's cheque/ordinary cheque/payable at par at New Delhi in favour of "**TECHMAN BUILDWELL COLL ESCROW ACCT MOTI CITY PHASE II**" or an interbank electronic transfer to the Promoter's current account. All payments shall be subject to their actual realization.

The date of credit into the companies account shall be deemed to be the date of payment and exchange rates prevailing as on such date shall be applicable for payments made in foreign currency.

5. APPORTIONMENT

The Allottee agrees that the Promoter shall adjust all the amounts received from the Allottee first towards interest on overdue installments and only thereafter towards the previous/overdue installments or any either outstanding demand and finally the balance, if any, would be adjusted towards the current installment or current dues towards which the payment has been tendered.

6. EARNEST MONEY

The Promoter and the Allottee hereby agree that 15% (Fifteen percent) of the Sale Consideration of the said Plot shall be deemed to constitute the "Earnest Money".

7. PAYMENT OF INSTALLMENTS

- 7.1 The Allottee has opted for the Payment Plan annexed herewith as Annexure-1. The Allottee understands that it shall always remain responsible for making timely payments in accordance with the Payment Plan as mentioned in Annexure-1. Only in case of a development linked Payment Plan, the Promoter shall be obliged to send demand notices for installments on or about the completion of the respective stages of development. The demand notices shall be sent by registered post/courier/speed Post or on registered mail id and shall be deemed to have been received by the Allottee within 05(five) days of dispatch by the Promoter or receipt thereof by the Allottee, whichever is earlier.
- 7.2 It shall not be obligatory on the part of the Promoter to send any reminders whatsoever. Although the Promoter shall not be obliged to send demand notices other than for development linked payment Plan, or any reminders whatsoever for payments of the installment under the Payment Plan, in the event that any such notices or reminders are sent by the Promoter to the Allottee, as a gesture of courtesy, these shall not, under any circumstances, be construed or deemed to be a waiver of the obligations and responsibility of the Allottee to itself make timely payments in accordance with the Payment Plan or in response to such demand notices in case of a development linked Payment Plan.
- 7.3 If the Allottee prepays any installment(s) or part thereof to the Promoter before it falls due for payment, the Allottee shall be entitled to pre-payment rebate on such

(Promoter)

(Confirming Party)

(Allottee)

prepaid amounts at the interest rate declared by the Promoter for this purpose from time to time. The interest on such prepaid installment(s) shall be calculated from the date of prepayment up till the date when such amount would actually have become due. The credit due to the Allottee on account of such pre- payment rebate shall however be adjusted/paid only at the time of final installment for the said Plot.

- 7.4 The Allottee shall be liable to pay simple interest on every delayed payment at the rate of 12% per annum from the date that it is due for payment till the date of actual payment thereof. In case the Allottee defaults in making payment of the due installment (including partial default) beyond a period of 30 (thirty) days from the due date, the Promoter shall be entitled to, though not obliged, cancel the Allotment and terminate this Agreement to sale at any time thereafter in accordance herewith. However, the Promoter may alternatively, in its sole discretion, instead decide to enforce the payment of all its dues from the Allottee by seeking specific performance of this Agreement to sale. Further, in every such case of delayed payment, irrespective of the type of payment plan, the subsequent credit of such delayed installment(s)/payments along with delayed interest in the account of the Promoter shall not however constitute waiver of the right of termination reserved herein and shall always be without prejudice to the rights of the to terminate this Agreement to sale in the manner provided herein.
- 7.5 Save and except in the case of any bank, financial institution or Promoter with whom a tripartite Agreement to sale has been separately executed for financing the said Plot, or where the Promoter has given its permission to mortgage to any bank, financial institution or Promoter for extending a loan to the Allottee against the said plot, the Promoter shall not be responsible towards any other third party, who has made payments or remittance to the Promoter on behalf of the Allottee and any such third party shall not have any right against the said Plot or under this Agreement to sale whatsoever. The Promoter shall issue the payment receipts only in favour of the Allottee.
Under all circumstances, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this Agreement to sale on time.
- 7.6 The Allottee may obtain finance/loan from any financial institution, bank or any other source, but the Allottee's obligation to purchase the said Plot pursuant to this Agreement to sale shall not be contingent on the Allottee's ability or competency to obtain such finance. The Allottee would remain bound under this Agreement to sale whether or not it has been able to obtain finance for the purchase of the said Plot. The Allottee agrees and has fully understood that the Promoter shall not be under any obligation whatsoever to make any arrangement for the finance/loan facilities to the Allottee from any bank/financial institution. The Allottee shall not omit, ignore, delay, withhold, or fail to make timely payment due to the Promoter in accordance with the Payment plan on the

(Promoter)

(Confirming Party)

(Allottee)

grounds of non-availability of bank loan or finance from any bank/financial institution for any reason whatsoever and if the Allottee fails to make the due payment to the Promoter within the time agreed herein, then the Promoter shall have the right to terminate this Agreement to sale in accordance herewith.

7.7 Furthermore, in every case where the Allottee has obtained a loan/finance from a bank, financial institution or any other source and for which a tripartite Agreement to sale has also been executed by the Promoter, it is agreed by the Allottee that any default by the Allottee of the terms and conditions of such loan/finance, shall also be deemed to constitute a default by the Allottee of this Agreement to sale, whereupon or at the written request of such bank, financial institution or person from whom such loan has been obtained, the Promoter shall be entitled to terminate this Agreement to sale .

8. STATUTORY TAXES AND OTHER DUES

The Allottee shall always be responsible and liable for the payment of all Municipal Taxes, Property Tax, G.S.T., enhancement of EDC etc., wherever applicable and any other third party/statutory fee/taxes/charges, including enhancements thereof, even if they are retrospective in effect as may be levied on the Confirming Party, Promoter or the Project /said Land, as determined by the Promoter/MA. All such amount shall be payable on demand either to the Promoter or the MA as the case may be.

9. FOREIGN EXCHANGE MANAGEMENT ACT

In the event that the Allottee is a Non-resident Indian (NRI), Person of Indian Origin (PIO), Foreign National of Indian Origin (FNIO), Overseas Citizen of India (OCT) or is otherwise bound to comply with the provisions of the Foreign Exchange Management Act, 1999 (or any substitute or derivatives thereof) or with any of the rules and regulations of the Reserve Bank of India or compliance under any other applicable law, governing the actions of such Allottee including those for the remittance of payments into and out of India or for acquisition, sale, transfer of immovable property, then the Allottee shall provide the Promoter with such permissions, approvals, consents, no objection certificates, etc., as would enable the Promoter to lawfully carry out its obligations under this Agreement to sale.

The Allottee shall have the sole responsibility to duly fulfill at all times, all or any of the said compliances and to furnish suitable certifications/consents/permission thereof to the Promoter/Confirming Party and the Promoter/Confirming Party accepts no responsibility in this regard. The Allottee agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India or under applicable law, then the Allottee shall alone be liable for any consequences thereunder.

(Promoter)

(Confirming Party)

(Allottee)

The Allottee here by agrees to keep the Promoter and Confirming Party fully indemnified, saved and harmless in this regard.

10. VARIATION IN PLANS, LOCATION AND SIZE

10.1 The Promoter is in the process of developing and completing the Project in accordance with the Layout Plans of the residential colony. The Allottee has clearly understood that there could be changes, alterations, modifications in the Layout Plans, Site Plan, dimensions, etc., of the said Plot that are necessitated during the completion of the said Project/residential colony or as may be required by any statutory authority(ies) or otherwise and the Allottee undertakes not to raise any objection thereto.

10.2 The final measurement of the said Plot shall be determined only after the final demarcation by the Promoter of the said plot at the said project.

10.3 After accounting for changes, if any during such final demarcation, the final and confirmed areas shall be incorporated in the Sale Deed and the final site plan shall be annexed with the Sale Deed.

10.4 The Allottee understands and agrees that the Site Plan could be revised during the ongoing course of completion. Every attempt shall be made by the Promoter to adhere to the size and location of the said Plot as specified in this Agreement to sale.

However, in the event that there is any change in the said Plot's location or variation in its size at the time of final demarcation by the Promoter, the applicable Sale Consideration for the excess/short area, shall be payable or refundable by/to the Allottee, as the case may be, at the rate agreed herein above, without any interest thereon.

No other claim, whatsoever, monetary or otherwise shall lie against the Promoter and/or the Confirming Party nor shall be raised otherwise or in any manner whatsoever by the Allottee. PLC, if applicable, shall also be payable or refundable by/to the Allottee as the case may be at the rate agreed herein above.

10.5 In the event that variation in the area of the said Plot is greater than +/-15%, at the time of final demarcation by the Promoter and is not acceptable to the Allottee, every attempt shall be made to offer the Allottee an alternative plot of a similar size at another location within the said Project subject to availability.

In the event that such an alternate plot is available and the Allottee accepts the substitute plot, the proportionate sale Consideration shall be payable or refundable as the case may be at the rates agreed herein above. No other claim, whatsoever, monetary or to otherwise shall lie against the Promoter/ and or the Confirming Party not shall be raised otherwise or in any other manner whatsoever by the Allottee.

10.6 In the event that Allottee does not accept such substitute plot and if there is no other plot of a similar size at another location, then the Allottee shall be refunded

(Promoter)

(Confirming Party)

(Allottee)

its paid-up Sale Consideration (excluding any interest paid/payable by the Allottee on any delayed payment) within 3 (three) months of its intimation to the Promoter to this effect, without interest.

No other claim monetary or otherwise, shall lie against the Promoter and/ or the Confirming Party nor shall be raised otherwise or in any manner whatsoever by the Allottee.

10.7 In the event that there is any change in the location of the said Plot or there is change in PLC applicable to the said Plot and such change is not acceptable to the Allottee, an alternative plot with similar PLC shall be offered to the Allottee subject to availability. In the event that such plot with changed PLC is acceptable to the Allottee, the applicable PLC shall be payable or refundable as the case may be.

In the event that Allottee does not accept such substitute plot and if there is no other plot of a similar PLC, then the Allottee shall be refunded its paid up Sale Consideration (excluding any interest paid/payable by the Allottee on any delayed payment) within 3 (three) months of its intimation to the Promoter to this effect, without interest. No other claim monetary or otherwise, shall lie against the Promoter/Confirming Party nor shall be raised otherwise or in any manner whatsoever by the Allottee. It is clarified that the term change in PLC shall include the case where a plot originally not having any PLC subsequently acquires PLC and vice versa.

10.8 The Allottee understands and acknowledges that on account of modifications to the Layout Plans and/or for other reasons, during ongoing completion, the said project may not include the said Plot. In the case of the absolute deletion of the said plot on account of reduction in the overall number of Plots in the said Project or modification in its Layout Plans or due to any other reason whatsoever, the paid-up Sale Consideration received against the said Plot by the Promoter shall be refunded to the Allottee, without any interest. (excluding interest paid/payable by the Allottee on any delayed payment). No other claim, whatsoever, monetary or otherwise shall lie against the Promoter and/or the Confirming Party nor shall be raised otherwise or in any other manner whatsoever by the Allottee.

10.9 The Allottee understands and agrees that the Promoter shall be entitled to charge PLC for the plots according to the prevalent policy of the Promoter. It is further agreed by the Allottee that whatsoever plots are designated by the Promoter as being preferentially located, shall all be treated as preferentially located plots for the purpose of payment of PLC, which list may also inter alia include those Plots as are adjacent to or facing a green belt or park or east facing or opening to a road of at least 12 mt. width or are corner Plots or are open from at least two or more sides and the like.

10.10 The Promoter and the Confirming Party shall have the absolute right to continue additional development in adjoining locations or areas even after the said Plot has been handed over and the Allottee shall not raise an objection or make any claim or default in payments, as demanded by the Promoter on account of any account of any alleged nuisance or inconvenience whatsoever arising from such development or its incidental/related activities.

(Promoter)

(Confirming Party)

(Allottee)

10.11 The Allottee shall not encroach upon or occupy any area or land outside its Plot boundaries including any common land under any circumstances whatsoever and shall furthermore park its vehicle(s) at designated places only.

10.12 The Allottee specifically understands and agrees that any and all construction to be made on the said Plot shall strictly conform to and be in accordance with the sanctioned /Approval Plan for the said Plot. It has been further clarified to the Allottee that the said Plot shall not be subdivided into smaller plots under any circumstances as it shall be a violation of the statute under which the said Project is to be developed. In the event of a violation of this clause, the Promoter shall be entitled to proceed against the Allottee for resumption of the said Plot. The Allottee shall further ensure that the construction on the said Plot shall not cause any damage to the adjacent properties and/or nuisance to other occupants of the said Project. The conditions contained herein shall survive the conveyance of the said plot and attach with the said Plot within the meaning of Section 31 of the TP Act.

11. POSSESSION AND HOLDING CHARGE

11.1 Subject to Force Majeure as defined herein, and further subject to the Allottee having complied with all its obligations under the terms and conditions of this Agreement to sale and not being in default of any provision(s) of this Agreement to sale including but not limited to the timely payment of all dues and charges including the total Sale Consideration, registration charges, stamp duty and other charges, and also subject to the Allottee having complied with all formalities or documentation as prescribed by the Promoter, the Promoter proposes to make the Offer of Conveyance of the said Plot to the Allottee within a period of 60 (Sixty Month) months from the date of receipt of requisite approvals (**“Commitment Period”**).

The Allottee further agrees and understands that the Promoter shall additionally be entitled to a period of 6 (Six) months (**“Grace Period”**), after the expiry of the said Commitment period to allow for unforeseen delays beyond the reasonable control of the Promoter.

11.2 Subject to Clause 11.1, if the Promoter fails to make the Offer of Conveyance of the said Plot to the Allottee by the end of the Grace Period, it shall be liable to pay to the Allottee compensation calculated at the rate of Rs. 50/- (Rupees Fifty only) per sq. yd. of the area of the said Plot (“Delay Compensation”) for every month of delay until the actual date fixed by the Promoter for making Offer of Conveyance of the said Plot to the Allottee.

The Allottee shall be entitled to payment against such **“Delay Compensation”** only after completion of all documentation including registration of the Sale Deed.

(Promoter)

(Confirming Party)

(Allottee)

11.3 Subject to Clause 11.1, in the event of delay by the Promoter in making Offer of Conveyance of the said Plot beyond a period of 12 months from the end of the Grace Period (such 12 month period hereinafter referred to as the "**Extended Delay Period**"), then the Allottee shall become entitled to opt for termination of the Agreement to sale and refund of the actual paid up installments made against the said Plot after adjusting the interest on delayed payments along with Delay Compensation for 12 months. Such refund shall be made by the Promoter within 90 days of receipt of intimation to this effect from the Allottee, without any interest thereon.

For removal of doubt, it is clarified that Delay Compensation payable to the Allottee who is validly opting for termination, shall be limited to and calculated for the fixed period of 12 months only irrespective of the date on which the Allottee actually exercised the option for termination. This option of termination may be exercised by the Allottee only up till dispatch of the Offer of Sale by the Promoter to the Allottee whereupon the said option shall be deemed to have irrevocably lapsed. No other claim, whatsoever, monetary or otherwise shall lie against the Promoter/Confirming Party nor be raised otherwise or in any other manner by the Allottee.

11.4 If, however, the completion/development/laying out of Plots is delayed due to Force Majeure as defined herein, the Commitment Period and/or the Grace Period and/ or the Extended Delay Period, as the case may be, shall stand extended automatically to the extent of the delay caused due to the Force Majeure circumstances. The Allottee shall not be entitled to any compensation whatsoever, including Delay Compensation for the period of such delay.

11.5 Subject to the provisions of this Clause 11, the Promoter shall notify the Allottee in writing to pay the balance Sale Consideration as per the Payment Plan along with other dues, sign the Maintenance Agreement to sale and/or other documents as may be prescribed by the Promoter and thereafter to come for the execution of Sale Deed ("**Offer of Sale Deed**"). Thereafter, after conducting demarcation for handing over, the possession of the said Plot shall be handed over to the Allottee on the date communicated to the Allottee by a notice of possession for the said plot. ("**Notice of Possession**").

11.6 In the event the Allottee fails to accept and take the possession of the said plot in accordance with the said Notice of Possession or fails to get the Sale Deed executed in accordance with the Offer of Sale and within the time indicated therein, the Allottee shall be deemed to have become the custodian of the said Plot from the date indicated in the Offer of Sale and the said Plot shall thenceforth remain at the sole risk and cost of the Allottee itself.

11.7 Notwithstanding any other provisions of this Agreement to sale, the Allottee agrees that if it fails, ignores or neglects to take the possession of the said Plot in accordance with the Notice of Possession sent by the Promoter or fails

(Promoter)

(Confirming Party)

(Allottee)

to get the Sale Deed executed in accordance with the Offer of Sale within the stipulated period mentioned therein, the Allottee shall also be liable to pay additional charges equivalent to Rs. 50/- (Rupees Fifty only) per sq. yard per month of the area of the said Plot (**“Holding Charges”**) from the date stipulated for compliance thereunder. The Holding charges shall be a distinct charge in addition to the maintenance charges and not related to any other charges/consideration as provided in this Agreement to sale.

11.8 Under no circumstances shall the Allottee be entitled to the possession of the said Plot unless and until the full payment of the Sale Consideration and any other charges and dues payable under this Agreement to sale have been remitted to the Promoter and all other obligations imposed under this Agreement to sale have been fulfilled by the Allottee to the complete satisfaction of the Promoter.

12. SALE DEED AND STAMP DUTY & OTHER CHARGES

12.1 Subject to the Allottee fulfilling all its responsibilities stipulated herein and executing any other documents as required to be executed pursuant to this Agreement to sale and making all payments under this Agreement to sale including' but not limited to:

- (i) All payments as set forth in Annexure-1 to this Agreement to sale including the sale Consideration of the said Plot;
- (ii) Interest on delayed Installments.
- (iii) Registration Charges
- (iv) Stamp Duty
- (v) Any other incidental charges or dues, required to be paid for due execution and registration of the Sale Deed;
- (vi) Holding Charges, if applicable;
- (vii) All other dues and charges as set forth in this Agreement to sale or as may become due to the Promoter from time to time with respect to the said Plot.

The Promoter along with the Confirming Party shall prepare and execute a Sale Deed to confer the title of the said Plot in favour of the Allottee.

12.2 The Allottee agrees and undertakes to make itself available and present before the Sub-Registrar of Assurances for execution of the Sale Deed, in accordance with the Offer of Sale. In the event that the execution of the Sale Deed is delayed for any reason beyond the reasonable control of the Promoter/Confirming Party or otherwise whatsoever, the allottee shall alone be liable to pay any increase in stamp duty, registration charges and other like charges, before the execution of the Sale Deed. Furthermore, if the Promoter in its sole discretion decides that the delay has been such that there is a need for re-demarcation of such Plot, such re-demarcation, if done shall

(Promoter)

(Confirming Party)

(Allottee)

be at the sole cost of the Allottee and the Allottee shall also be liable to pay any administrative and other charges as decided by the Promoter for this purpose.

12.3 The obligations undertaken by the Allottee and the stipulations herein, to be performed or observed on a continuing basis even beyond the conveyance of the said Plot or which form a condition of ownership of the said Plot, including those pertaining to the recurring obligations covered under the Maintenance Agreement shall survive the conveyance of the said Plot in favour of the Allottee and all such obligations and covenants of the Allottee including without limitation, the obligations contained in clauses 3.4, 3.5, 8, 10.9, 10.10, 10.11, 12.3, 13.1, 13.2, 13.3, 15.1, 15.2, 15.3, 15.4, 16, 18.1, 18.2, 20.4, 22.3, 29 and 32 shall attach with the said Plot within the meaning of Section 31 of the TP Act and remain enforceable at all times against the Allottee, its transferees, assignees or successors-in-interest including their tenants/licensees/occupiers for the time being.

12.4 The stamp duty, registration charges and any other incidental charges or dues, required to be paid for registration of the Sale Deed of the said Plot, or any other documents required to be executed pursuant to this Agreement to sale, as well as the administrative /facilitation charges for facilitation of registration thereof shall be borne by the Allottee.

12.5 In case the Allottee has taken any loan from any bank/financial institution for the said Plot, the Sale Deed shall be directly handed over to the lending institution only, if so required by them.

13.CONSTRUCTION

13.1 The Allottee agrees and understands that it shall be responsible for construction on the said Plot and for obtaining all the necessary permissions, sanctions and permits for the same at its sole costs and expenses. For this purpose, the Allottee undertakes to abide by all applicable laws, rules, bye-laws, notifications, circulars of the local authorities and shall conform, abide by and adhere to the same at all times. The Allottee hereby indemnifies and agrees to keep the Promoter fully indemnified in this regard.

13.2 In order to ensure habitation of the said project, the Allottee shall be bound to commence construction of the house over the said Plot not later than two years from the date of the Sale Deed. In case the Allottee fails to commence the construction within the stipulated period, the Promoter shall be entitled to resume the said plot, refund the amount paid by the Allottee and to re- sell the said Plot to any other third person and/or deal with the same in my manner the Promoter may deem fit. Provided that the Promoter, at its sole discretion, may extend the aforesaid period for construction for a maximum period of five years upon payment by the Allottee to it of additional charges (such charges called the "Non-Construction Charges") at the rate of Rs. 50 (Rupees Fifty Only) per sq. yd. of the area of the said Plot per month. The conditions contained in this clause shall survive the Conveyance of the said Plot and attach with the

(Promoter)

(Confirming Party)

(Allottee)

said Plot within the meaning of Section 31 of the TP Act.

13.3 That usages of regular water supply shall be restricted to use in the kitchen, showers and wash basins only. The Allottee hereby undertakes and agrees to obtain prior approval from the Promoter on the drawings for installation of plumbing network for regular and recycled water supply (if provided) before commencement of construction over the said plot. The conditions contained in this clause shall survive Conveyance of the said Plot and attach with the said Plot within the meaning of Section 31 of the TP Act.

14. NOMINATION, ASSIGNMENT AND TRANSFER OF RIGHTS IN THIS AGREEMENT TO SALE

14.1 The Allottee understands and agrees that until the Sale Deed is executed it shall not have any right to transfer/ assign this Agreement to sale in favour of any other person.

14.2 Notwithstanding the above restriction, the Promoter may at its sole discretion permit such assignment/transfer of this Agreement to sale in favour of a nominee of the Allottee on a case to case basis provided installments up to a minimum of 40% of the Basic Sale Price have been paid to the Promoter along with applicable interest, if any and subject always to payment of the administrative charges and/or transfer charges in accordance with the Promoter's policy from time to time as well as the execution of appropriate collateral documentation by the Allottee and the proposed nominees(s)/assignee(s)/transferee(s), to the complete satisfaction of the Promoter and in the format finalized by it. Any change in the name registered as 'Allottee' (including, addition/ deletion/substitution) will be deemed as assignment/transfer for this purpose. In the event the Allottee has obtained finance/loan against the said Plot from any financial institution/bank, then a no objection certificate/letter (NOC) by such financial institution/bank shall also be submitted to the Promoter in a format approved by it, permitting/consenting to the requested assignment/transfer, by the Allottee.

It is however made clear that the Allottee does not have any enforceable right to demand assignment/transfer of its rights under this Agreement to sale, the sole discretion for which rests with the Promoter and the Allottee agrees and consents that the Promoter is entitled to reject the requested assignment/transfer of this Agreement to sale without assigning any reasons, even though it may have done so in any other person's case previously or may do so subsequently.

14.3 In the event that any such request for assignment/transfer of rights under this Agreement to sale is permitted by the Promoter, it shall always be subject to the applicable laws, rules, regulations and the directions of the Government. The Allottee hereby indemnifies and undertakes to keep the promoter and the Confirming Party, indemnified and harmless at all times

(Promoter)

(Confirming Party)

(Allottee)

from any legal, monetary (including liability for any tax, penalty or duties, etc.), or any other adverse consequence whatsoever on account of such permission being accorded by the Promoter on the request of the Allottee.

14.4 In the event of the assignment/transfer of the Allottee's rights under this Agreement to sale in favour of any third person as its nominee(s), such nominee(s) shall in turn be bound by all the terms and conditions stipulated herein and the Agreement to sale or any other documents executed in this respect by the Allotees as if the same had been executed by such nominee(s) itself. The allottee further agrees that it shall be solely responsible and liable for all legal, monetary or any other consequences that may arises from such assignment /transfer of the Agreement to sale. In the event there are any executive instructions, governmental orders, or any Statutory notification, which restricts the transfer/assignment of the said Agreement to sale, the Promoter as well as the Allottee shall be bound to comply with such statutory notification, executive regulation or governmental orders as the case may be.

15. MAINTENANCE

15.1 The Allottee understands that the said Project showcases the special and unique brand status sought to be projected by the Promoter/Confirming Party. The Allottee has been made aware that the maintenance of the said Project and its infrastructure is critical to showcase and maintain the landmark status and exclusive appeal unique to the said Project. The Allottee further understands and agrees that the maintenance services are being conceived, planned and installed by the Promoter/Confirming Part keeping in mind the collective requirement of all the residents/occupants of the said Project. Towards this end, the Allottee agrees and hereby undertakes to sign the Maintenance Agreement (the indicative draft copy whereof is annexed to this Agreement to sale as Annexure-3) with the Promoter/Confirming Party and the MA to be identified and nominated by the Promoter/Confirming Party at its sole discretion (**"Maintenance Agreement"**). The terms and conditions in the draft Maintenance Agreement at Annexure-3 are merely indicative and the Promoter reserves its right to make suitable amendments therein, as may be deemed necessary by it in its sole discretion and the Allottee hereby gives its consent thereto.

15.2 The Allottee has also agreed and undertakes to pay Interest Free Maintenance Security (**"IFMS"**) at the rate of Rs.____/- (_____) per sq. yd. of the Plot area.

15.3 The Promoter may create and hand over to the MA, a sinking fund ("Sinking Fund") to be used in due course for the repairs and replacement of the capital equipment installed in the said Project by collecting contributions by the allottees on proportional basis, as may be determined by the Promoter or the MA.

(Promoter)

(Confirming Party)

(Allottee)

15.4 The Allottee also understands that it shall be liable to pay its proportionate share of the recurring charges as determined by the MA from time to time depending upon its cost of operation, the actual expenses incurred by it for the maintenance of the said project including the consumption charges for the power back up facility for the common areas (if provided) as determined by the MA along with 20% markup thereon on account of service fee shall be payable by the Allottee. It shall be mandatory for the Allottee to enter into the Maintenance Agreement, and the signing of which shall be a condition precedent for executing the Sale Deed of the said Plot in favour of the Allottee. Refusal to execute the Maintenance Agreement shall constitute a breach of this Agreement to sale and shall entitle the Promoter to terminate this Agreement to sale in accordance herewith. The Allottee agrees and understands that the maintenance charges shall commence from the date of possession offered by the Promoter in its Notice of Possession or the commencement of Holding Charges, whichever is earlier. By signing of this Agreement to sale, the Allottee hereby also consents and agrees to abide by the terms and conditions of the proposed Maintenance Agreement and to pay promptly his share of monthly Maintenance charges as demanded by the MA from time to time, whether or not there is actual usage by the Allottee of the services being rendered by the MA.

16. CLUB/RECREATIONAL FACILITIES

The Promoter/Confirming Party are constructing at their own cost a recreational facility/club, which shall in due course may be transferred to a qualified third person, to own, manage and operate such facility on such terms and conditions as the Promoter/Confirming Party may deem fit at their sole discretion. A maximum of one Application for Membership shall be permitted by the residents in each plot at any given time.

The Applicant's right to use such facility shall at all times be contingent on due and faithful observance by the Applicant of all the rules, bye-laws and conditions as may be notified by such third person transferee and/or the Promoter. The Applicant's right to use such facility shall further be contingent on payment of the club membership charges and routine club usage charges as may be stipulated by such third person transferee or the Promoter from time to time.

17. RESIDENTS WELFARE ASSOCIATION (RWA)

The Allottee hereby agrees and undertakes to become a member of the MOTI City Phase II Residents Welfare Association (RWA), if and when it would be formed by the Promoter on behalf of all the property owners in the said Project and to complete the documentation and fulfill its obligations towards this purpose as may be required including but not limited to submission of the RWA membership form, payment of annual subscription charges/fees, etc.

18. STATUTORY COMPLIANCES AND OTHER OBLIGATIONS

(Promoter)

(Confirming Party)

(Allottee)

18.1 The Allottee shall observe all terms and conditions of this Agreement to sale, and also those conditions, restrictions and other stipulations imposed in respect of the said Project by virtue of the Approval/Sanction granted to the Promoter/Confirming Party for the said project and shall also abide by the applicable Zoning Plan and all laws, bye-laws, rules, regulations and policies applicable to the said Plot and/ or the said Project or as imposed or may be imposed in future under any applicable law. The Allottee shall also observe the rules, regulations and Policies, as may be made pursuant to and/or set out in the Maintenance Agreement.

18.2 The Allottee shall not use/cause to be used the said Plot for any purpose except for residential use and shall always ensure that the said Plot shall only be put to residential use. Furthermore, the Allottee specifically undertakes not to use the said Plot or suffer it to be used in any manner and/or for any activity that is prohibited/irregular/illegal or other activity that is hazardous or may cause a nuisance of any nature in the said Project.

19. MORTGAGE, FINANCE AND FIRST CHARGE

19.1 The Allottee understands and agrees that under no circumstances shall, the payments made under this Agreement to sale, be construed or deemed to create, in any manner whatsoever, a lien on the said Plot in favour of the Allottee. The Allottee clearly understands that the conveyance of the said Plot in favour of the Allottee is contingent on the payment of the complete Sale Consideration and all outstanding dues and also the due and faithful performance by the Allottee of all its obligations agreed and undertaken herein.

19.2 Without prejudice to the provisions contained in Clause 19.1, the Allottee hereby authorizes and permits the Promoter to raise finance/loan from any institution, company, bank or any other person by any mode or manner, inter alia by way of charge/mortgage of the said Project or any part thereof including the said Plot, subject only to the condition that a NOC for the said Plot shall be obtained from the said institution, company or bank either before the execution of the Sale Deed or the execution of a tripartite Agreement with the respective institution, company or bank financing home loan for the said Plot, as the case may be.

19.3 Subject to Clause 19.2 above, the Allottee further agrees that the provisions of this Agreement to sale are and shall continue to be subject to and subordinate to the lien of any mortgage heretofore or hereafter made/created by the Promoter and furthermore such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Plot or excuse the Allottee from completing the payment of Sale Consideration of the said Plot or performing all the other obligations hereunder or be the basis of any claim against the Promoter.

(Promoter)

(Confirming Party)

(Allottee)

20. TIME IS OF ESSENCE: TERMINATION AND FORFEITURE OF EANREST MONEY

20.1 Notwithstanding anything contained in this Agreement to sale, timely performance by the Allottee of all its obligations under this Agreement to sale, including without limitation, its obligations to make timely payments of the Sale Consideration, maintenance charges and other deposits and amounts, including any interest, in accordance with this Agreement to sale shall be of essence under this Agreement to sale. If the Allottee neglects, omits, ignores, or fails in the timely performance of its obligations agreed or stipulated herein for any reason whatsoever or to pay in time to the Promoter any of the installments or other amounts and charges due from the Allottee by respective due dates or in case of default by the Allottee as described in Clause 7.7 herein, the Promoter shall be entitled to cancel the allotment and terminate this Agreement to sale in the manner described hereunder.

20.1.1 In case any breach committed by the Allottee is incapable of rectification or is in the opinion of the Promoter unlikely to be rectified by the Allottee or where the Allottee is a repetitive offender or such default is continuing despite the Allottee being given an opportunity rectify the same, then this Agreement to sale may be cancelled by the Promoter at its sole option with immediate effect by written notice (**“Notice of Termination”**) to the Allottee intimating to it the decision of the Promoter to terminate this Agreement to sale.

20.1.2 In all other cases not covered under the Clause 20.1.1, the Promoter shall give to the Allottee a notice calling upon it to rectify the breach set out in the said notice within 30 days from the date of the said notice. In the event that the Allottee fails to establish to the satisfaction of the Promoter that the said breach has been rectified by it within the stipulated time, the Promoter may proceed to terminate this Agreement to sale in the manner set out in Clause 20.1.1 above and to the same effect.

20.2 For the removal of doubts, it is clarified that the dispatch of the Notice of Termination by the Promoter would be deemed to sufficiently and by itself constitute termination of this Agreement to sale and no further act on the part of the Promoter would be necessary for this purpose notwithstanding the pendency of any consequential event or act of the Parties including, whether or not the refund cheque has been dispatched by the Promoter, or if dispatched, it has not been received by the Allottee or if received, whether such refund cheque remains un-encashed by the Allottee. It is further clarified that immediately on dispatch of the Notice of Termination, the Promoter shall be entitled to re-allot the said Plot afresh to any other person and the Allottee hereby agrees and undertakes that it shall not object thereto.

(Promoter)

(Confirming Party)

(Allottee)

Furthermore, the Allottee agrees that it shall not seek any interim relief to this effect against the Promoter, as the Allottee acknowledges that its interest in the said Plot has expired with the Notice of Termination and what remains at best is a money dispute and the Allottee further acknowledge that the Promoter would suffer irreparable harm by being prevented from freely dealing with Its valuable capital asset, which harm, the Allottee agrees cannot be quantified in monetary compensation/damages alone.

20.3 The Allottee understands agrees and consents that upon such termination, the Promoter shall be under no obligation save and except to refund the amounts already paid by the Allottee to the Promoter, without any interest, and after forfeiting and deducting the Earnest Money, interest on delayed payments, brokerage/commission/charges, taxes, if any and other payments due and payable to it only after resale of the said Plot.

Upon termination of this Agreement to sale by the Promoter, save for the right to refund, if any to the extent agreed hereinabove, the Allottee shall have no further right or claim against the Promoter and/or the Confirming Parties, which, if any, shall be deemed to have been waived off by the Allottee and the Allottee hereby expressly consents thereto. The Promoter shall thenceforth be free to deal with the said Plot in any manner whatsoever, in its sole and absolute discretion and in the event that the Allottee has taken possession of the said Plot, then the Promoter shall also be entitled to re-enter and resume possession of the said Plot and everything whatsoever contained therein and in such event, the Allottee and/or any other person/occupant of the said Plot shall immediately vacate the said Plot and otherwise be liable to immediate ejectment as an unlawful occupant/trespasser. This is without prejudice to any other rights available to the Promoter against the Allottee.

20.4 The Promoter shall also be entitled to and hereby reserves its right to cancel/terminate this Agreement to sale in the manner described above, in case in the sole opinion of the Promoter (a) the allotment of the said Plot has been obtained through fraud, misrepresentation, misstatement or concealment/suppression of any material fact, or (b) the Allottee has violated or violates any of the directions, rules and regulations framed by the Promoter or the MA or by any regulatory or statutory body or competent authority, including Government of Uttar Pradesh, or (c) if the Allottee by its conduct or actions, vitiates the spirit and essence of this Agreement to sale. The condition contained in part (a) and (b) of this clause shall also apply to the conveyance of the said Plot and shall attach with the said Plot within the meaning of Section 31 of the "TP Act.

21. LIMITED RIGHT OF CANCELLATION BY THE ALLOTTEE

(Promoter)

(Confirming Party)

(Allottee)

21.1 Except to the extent specifically and expressly stated elsewhere in this Agreement to sale allowing the Allottee to withdraw from this Agreement to sale, the Allottee shall only have the very limited right to cancel this Agreement to sale solely in the event of the clear and unambiguous failure of the warranties of the Promoter/Confirming Party that leads to frustration of this Agreement to sale on that account. In such case, the Allottee shall be entitled to a refund of the installments actually paid by it along with interest thereon at the rate of 7.5%—per annum with simple interest excluding interest paid/payable by the Allottee on any delayed payment, within a period of 90 days from the date of determination to this effect. No other claim, whatsoever, monetary or otherwise shall lie against the Promoter and/or the Confirming Party nor shall be raised otherwise or in any manner whatsoever by the Allottee.

21.2 Save and except to this limited extent, the Allottee shall not have any right to cancel this Agreement to sale on any ground whatsoever.

22. GENERAL CLAUSES

22.1 The Allottee shall itself apply for electricity connection for the said Plot to the PVVNL or any electricity distribution agency. However, the Promoter may facilitate the application for obtaining electricity connection on behalf of the Allottee, in which case administrative charges/file processing charges as may be determined by the Promoter /MA, shall be payable by the Allottee to the Promoter /MA.

22.2 The Allottee understands and agrees that all charges, fees, deposits payable to PVVNL or any electricity distribution agency for obtaining an electricity connection for the said Plot, including the advance consumption deposit, meter installation charges, meter security deposit, meter testing fee, processing fee, service connection charges, minimum monthly charges, have not been included in the Sale Consideration and the same shall be payable by the Allottee as and when demanded by the concerned electric department.

22.3 The Promoter may provide power back-up facility to the common area of the said Project. It is further agreed by the Allottee that the Promoter or its agents, or the MA, as the case may be, shall have the sole right to select the site, capacity and type of the power back up equipment/plant as may be considered necessary in their sole discretion from time to time. It is also understood that the said equipment/plant may be located anywhere in or around the said Project.

22.4 The Promoter may provide recycled water supply and regular water supply subject to payment of charges as determined by the MA. The Allottee agrees that usage of regular water supply shall be restricted to use in kitchen, showers and wash basins only.

(Promoter)

(Confirming Party)

(Allottee)

22.5 The Promoter may also provide infrastructure for piped natural gas supply in the said Project, the consumption charges and other charges for which shall be payable by the Allottee. The Allottee understands and agrees that there may be live underground gas pipelines running near the said Plot, therefore the construction over the said Plot shall be restricted to the area within the Plot boundaries under all circumstances.

The Allottee shall exercise utmost caution and any civil, criminal and financial consequences arising due to explosion or damage caused during the construction over the said Plot shall be the responsibility of the Allottee alone.

22.6 Pursuant to the Notice of Possession, the Promoter may also hand over to the Allottee, the requisite plans indicating the location of the interface points of the services to the said Plot including regular water supply, recycled water supply, sewerage connection, piped gas supply, electricity supply, telecom conduit etc.

22.7 The Promoter shall carry out the internal development within the said Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc. However, it is understood that external linkages for these services beyond the periphery of the said Project, such as water lines, sewer lines, storm water drains, roads, electricity, horticulture and other such integral services are to be provided by the State Government and/or the local authorities.

22.8 The Allottee agrees that the Promoter shall be entitled to connect the electric, water, sanitary and drainage lines/ connection on any additional development with the existing electric line, water, sanitary and drainage line/ connection of the said Project. The Allottee hereby un-conditionally gives his/her consent for the same.

The Allottee further agrees that it shall not claim any compensation or withhold the payment of maintenance and other charges on the ground that the infrastructure required for the said Project is not yet complete, or on any other ground, whatsoever.

23. FORCE MAJEURE

23.1 The Promoter/Confirming Party shall not be held responsible or liable in any manner for not performing any of its obligations or undertakings provided for in this Agreement to sale, if such performance is prevented or delayed due to Force Majeure.

23.2 On the occurrence of any Force Majeure situation, the Promoter/Confirming Party shall be entitled for extension of time corresponding to continuance of the Force

(Promoter)

(Confirming Party)

(Allottee)

Majeure circumstances.

23.3 If on account of Force Majeure, the Promoter decides in its sole discretion to abandon the said Project, in that event the Allottee hereby authorizes the Promoter to refund the amounts received from him/them with simple interest at the rate of 7.5% per annum excluding interest paid/payable by the Allottee on any delayed payment and the Allottee hereby confirms that it shall not make any other claim on the Promoter/Confirming Party whatsoever.

24. BINDING EFFECT

The act of forwarding this Agreement to sale to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter/Confirming Party or the Allottee until firstly, the Allottee signs and delivers all copies of this Agreement to sale to the Promoter with all its Annexures along with the payments due as stipulated in the Payment Plan thereof, within 30 (thirty) days from the date of dispatch by the Promoter and secondly, the Allottee's copy of this Agreement to sale is duly executed on its part by the Promoter and the Confirming Party through their authorized signatory and dispatched by the Promoter to the Allottee.

25. COPIES OF THE AGREEMENT TO SALE/COUNTER PARTS

That the Three original copies of this Agreement to sale shall be executed and the Company shall retain two executed copy of the Agreement to sale and send the third executed copy to the Allottee for his/ her reference and record.

26. BROKERAGES

In case the Allottee has to pay commission or brokerage to any person for services rendered by such person to the Allottee, whether in or outside India, for acquiring the said Plot, the Promoter shall, in no way whatsoever, be responsible or liable for the same and no such commission or brokerage shall be deductible from the amount of Sale Consideration agreed to be payable to the Promoter for the said Plot.

27. DUE DILIGENCE

It is hereby understood and agreed that upon signing of this Agreement to sale, the Allottee is deemed to have completed all due diligence as to the right, title and interest of the Promoter and the Confirming Party to develop and market the Plots in the said Project on the said Land and the Allottee confirms that it has sufficiently investigated and gone through ownership record(s), approvals,

(Promoter)

(Confirming Party)

(Allottee)

documentation, inspection of site and other related matters to its entire satisfaction so as to confirm the competence of the Promoter/Confirming Party to convey the said Plot.

28. ENTIRE AGREEMENT TO SALE

This Agreement to sale along with its preamble, preliminary recitals and annexures constitutes the entire Agreement to sale between the Parties with respect to the subject matter hereof. The terms and conditions of the Application shall continue to prevail and be binding on the Allottee, save and except to the extent where the terms and conditions of the Application are at variance with the express provisions hereof in which case, the provision of this Agreement to sale shall prevail. This Agreement to sale or any provision(s) hereof cannot be orally changed, terminated or waived. Save and except as specifically provided in this Agreement to sale, any changes or additional provisions must be set forth in writing and duly signed and executed by the Parties herein.

29. ADDRESSES FOR COMMUNICATION AND NOTICES

29.1 The Allottee is getting its complete address for correspondence noted herein below at the time of executing this Agreement to sale and all communication/notices/ correspondence sent to the respective Parties on their below mentioned addresses by way of reputed courier or registered post, with acknowledgement due, shall be deemed to be validly served on them within 5 days from the date of dispatch or the actual date of receipt, whichever is earlier:

In the case of the Promoter M/s Techman Buildwell Pvt. Ltd
 G-1354, L.G.F, Chittranjan Park,
 New Delhi.

In the case of the Allottee

29.2 It shall be the responsibility of the Allottee to inform the Promoter about subsequent changes, if any, in the address and obtain confirmation thereof in writing from the Promoter, failing which, all demand notices and letters posted at the address mentioned above will be deemed to have been received by the Allottee within 5 days from the date of dispatch of such communication by courier or registered post or actual receipt of the such communication or letter whichever is earlier or communicated through registered mail id mentioned herein below

Email id:-

29.3 In case there are joint Allottee, all communication shall be sent by the Promoter to

(Promoter)

(Confirming Party)

(Allottee)

the Allottee whose name appears first in the memo of the parties hereinabove at the address given by it and such communication sent to the first named amongst the amongst the joint Allottees shall for all intents and purposes be deemed to have been validly served on all the Allottee(s) and no separate communications shall be necessary to the other named Allottee(s).

29.4 In all communications to the Promoter, reference to the said Plot identification number/address must be mentioned clearly.

30. WAIVER

There shall be no waiver of the rights available herein to the Promoter, Confirming Party or the MA. Any delay or failure by them to exercise, any right, remedy, power and privilege under this Agreement to sale shall not constitute a waiver of such

right or remedy by them or a waiver of any other or previous rights or remedies by them or of their right thereafter to enforce each and every right and provision hereof.

31. SEVERABILITY

If any provision of this Agreement to sale shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed to be amended or deleted exactly to the extent necessary so as to conform to such applicable law and the remaining provisions of this Agreement to sale shall continue to remain valid and enforceable by and between the Parties herein.

32. INDEMNITY

With effect from the date of taking possession of the said Plot, the Allottee agrees to indemnify and to keep the Promoter/confirming Party and its assignees, nominees, including the MA and their officers/employees as well as the other occupants of the said Project fully indemnified, saved and harmless from and against all the consequences of breach by the Allottee of any law for the time being in force or fire stipulations applicable to the Allottee or the said Plot hereunder as also of any of its representations, warranties or undertakings not being found to be true at any point of time, or any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them on account of any of the foregoing.

The Allottee hereby accepts and acknowledges have clearly agreeing and understanding that this indemnity would cover all acts of commission and omission on the part of the guests, occupants, representatives and/or any other person claiming under the Allottee.

33. PLACE OF EXECUTION

The execution of this Agreement to sale will be complete only upon its execution by

(Promoter)

(Confirming Party)

(Allottee)

the Promoter through its authorized signatory at the Promoter's Office in New Delhi after all the copies duly executed by the Allottee are received by the Promoter. Hence this Agreement to sale shall be deemed to have been executed at New Delhi, even if the Allottee has prior thereto executed this Agreement to sale at any place(s) other than New Delhi.

34. RIGHT TO VISIT & INSPECT CONSTRUCTION SITE

That the Allottee(s) and the family members have a right to visit and inspect the premises during the course of construction but while deriving this right the company shall not be held liable for any loss/cost/damages or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the purchaser or any family member accompanying him/her.

35. AGREEMENT TO SALE SPECIFIC ONLY TO THIS PLOT/ PROJECT

It is clearly understood and agreed by the Allottee that the provisions of this Agreement to sale, Draft Tripartite Maintenance Agreement and those contained in other annexures are specific and applicable to said Plot offered for sale in the said Project 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), MRTP Commission, Consumer Disputes Redressal Forum (s) or any other judicial forum involving any other Flat(s)/ Building(s)/ Project(s) of the company/ its associates/ subsidiaries, partnership firms in which the Promoter is a partner or is interested.

34. DISPUTE RESOLUTION BY ARBITRATION

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement to sale or its termination including the interpretation and validity of the terms hereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions failing which the same shall be settled through reference to a sole Arbitrator to be appointed by a resolution of the Board of Directors of the Promoter, whose decision shall be final and binding upon the Parties. The Allottee hereby confirms that it shall have no objection to the appointment of such sole Arbitrator even if the person so appointed, is an employee or advocate of the Promoter or is otherwise connected to the Promoter and the Allottee hereby accepts and agrees that this alone shall not constitute a ground for challenge to the independence or impartiality of the said sole Arbitrator to conduct the arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/ modifications thereto and shall be held at the Promoter's offices or at a location designated by the said sole Arbitrator in New Delhi. The language of the arbitration proceedings and the Award shall be English. Both the Parties will share the fee of the Arbitrator in equal proportion.

35. GOVERNING/APPLICABLE LAW

That the rights and obligations of the Parties under or arising out of this

(Promoter)

(Confirming Party)

(Allottee)

Agreement to sale shall be construed and enforced in accordance with the laws of India.

36. JURISDICTION

Subject to the Arbitration clause, the Courts at New Delhi and the Delhi High Court at New Delhi alone shall have the exclusive jurisdiction in all matters arising out of/touching and/or concerning this Agreement to sale to the exclusion of all other locations, regardless of the place of execution or subject matter of this Agreement to sale.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands to this Agreement to sale on the day, month and year first above written.

Witness:-

For Techman Buildwell Pvt. Ltd

1.

(Authorised Signatory)

For Techman Infrastructure Pvt. Ltd

(Authorised Signatory)

2.

(Allottee)

(Promoter)

(Confirming Party)

(Allottee)

ANNEXURE -1
PAYMENT PLAN

Plot No. :-

Area :- (in sq. yds) :-
(in sq.mt) :-

BSP:- (Rs. Per sq.yds) :-

Preferential Location Charges (Rs. Per sq.yds) :-

IFMS (Interest Free Maintenance Security) (in Rs.) :-

Advance Maintenance Charges :-

External Electrification Charge :-

External Development Charge :-

Club Membership Charge :-

Total Cost :-

Linked Stages	%	Total (in Rs.)
At the time of Booking		

- Stamp Duty & Registration Charges shall be payable along with the last installment.
- Any other taxes, subject to periodic revisions by subsequent Government notification.

(Promoter)

(Confirming Party)

(Allottee)

Annexure -2
Indicative Site Plan

(Promoter)

(Confirming Party)

(Allottee)