

ALLOTMENT LETTER CUM AGREEMENT FOR SALE/ SUB – LEASE

This Allotment Letter cum Agreement for Sale/Sub-Lease Deed (hereinafter referred to as “the **Agreement**”) executed on this ____ day of _____, 202____

BY AND BETWEEN

M/s Three C Homes Private Limited, (CIN No. _____), a Company duly registered under the provisions of Companies Act, 1956 or 2013 (as amended) having its registered office at C-23, Greater Kailash Enclave Part - I, New Delhi -110048 (hereinafter referred to as the “**Promoter**”), through its director or duly authorized signatory Mr./ Mrs./ Ms. _____ S/D/W/of _____ authorized by a Board Resolution dated _____ (copy of the Board Resolution along with a certified copy of Memorandum & Articles of Association required). PAN/ TIN _____ Registration No. _____

AND

Mr./Mrs./Ms. _____ (Aadhar No. _____ son/daughter of _____ aged about ____, residing at _____, _____, (PAN _____), hereinafter called the “**Allottee(s)**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

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AND

Mr./Mrs./Ms. _____ (Aadhar No. _____ son/daughter of _____ aged about ____, residing at _____, _____, (PAN _____), hereinafter called the “**Co-Allottee(s)**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

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OR

M/s _____ a Partnership Firm duly registered under the provisions of Indian Partnership Act, 1932, having its office at _____ (hereinafter called the “**Allottee(s)**”) through its partner Mr./ Mrs./ Ms. _____ S/D/W/of _____ authorized by a resolution dated _____ (copy of the resolution signed by all Partners required). PAN/ TIN _____ Registration No. _____

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OR

M/s. _____ a LLP registered under the provisions of LLP Act, 2008, having its registered office at _____ (hereinafter called the “Allottee(s)”) through its Designated Partners or partners Mr./Mrs./Ms. _____ S/D/W/of _____ authorized by a Partners Resolution dated _____ (Copy of Partners Resolution along with a certified copy of LLP Agreement required).

PAN/ TIN _____

Registration No. _____

OR

M/s. _____ a Company registered under the provisions of the Companies Act, 1956/2013 having its registered office at _____ (hereinafter called the “Allottee(s)”) through its Director or duly authorized signatory Mr./Mrs./Ms. _____ S/D/W/of _____ authorized by a Board Resolution dated _____ (Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required) PAN/ No. _____ Registration No. _____

OR

Name of HUF _____
(hereinafter called the “Allottee(s)”) _____
Name of Karta _____
Son of _____
Nationality _____
Permanent Address _____
Mailing/Communication Address _____
Pan No. of Karta _____
Pan No. of HUF _____
Aadhar No. of Karta _____
Passport No./Driving License _____
E-mail _____
Telephone No. _____
Mobile No. _____

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INTERPRETATION OF SOME OF THE INDICATIVE TERMS

For the purpose of this Allotment cum Agreement for Sale/Sub-Lease Deed, unless the context otherwise requires -

- a. **Act:** means the Real Estate (Regulation and Development) Act, 2016.
- b. **Approved Plans:** means and includes the layouts and plans duly approved and sanctioned by competent authority on the basis of which the Project is being developed along with any/all variations/amendments /changes to be made by the Promoter as per the Applicable Laws and provisions of the Act, Rules and regulations thereon.
- c. **Authority:** means the Uttar Pradesh Real Estate Regulatory Authority.
- d. **Applicant:** means an individual(s)/Firm/LLP/HUF/Company or any other entity applying for allotment of the Flat/Unit, whose particulars are set out in the Application Form and who has appended his/her signature in the acknowledgement of having agreed to the terms & conditions of the Application Form. Kindly note that in case of more than one applicant, the other applicant will be considered as co-applicant. Further, prior to execution of the allotment letter, the Applicant/co-applicant will be considered as intending Allottee(s).
- e. **Application Form (Booking Application):** means a request for booking of Flat/Unit made by the Applicant on the Promoter's prescribed booking application form as per provisions of Real Estate (Regulation and Development Act), 2016 (hereinafter 'RERA').
- f. **Applicable Laws:** shall mean all laws, statutes, enactments, rules, regulations, ordinances, notifications, policies, guidelines, directives, circulars, orders, judgments, decrees, or other requirements or official directives of any governmental authority, tribunal, court, or statutory body that are in force and applicable to the Unit/Flat, the Project, or the obligations of the Parties under this Application Form, subject to the context therein.
- g. **Allotment Letter/Allotment Letter cum Agreement for Sale/Sub Lease:** means a provisional confirmation of booking of Flat/Unit by the Promoter and an agreement over a prescribed standard format of RERA (if available) which is duly executed by and between the Promoter and intending Allottee(s).
- h. **Allottee(s):** means an intending allottee(s) who has accepted and signed the allotment letter on a prescribed format of the Promoter, thereafter, a particular Flat/Unit has been reserved thereto. Consequently, the terms & conditions of this Allotment Letter shall be applicable on the Allottee(s) till the execution of Conveyance Deed/Sub-Lease Deed. In case of more than one Allottee, the other will be considered as Co-Allottee(s), the Allottee and Co-Allottee(s) will have an equal share in the Flat/Unit unless otherwise specifically provided.
- i. **Area:**

Area of land: Total area of land on which the Project is going to be constructed.

• **Common Area and facilities shall include but not limited to -**

- a) Such common areas, facilities, common spaces in the Project marked for the purpose of common use of all the Allottees of the Project;
- b) Staircase and munties;
- c) Entrance Hall/Lobby at ground floor;
- d) Lifts/lift shafts/ lift machine rooms;
- e) Lifts lobbies including lighting, air conditioning, lighting and fire-fighting equipment thereof;
- f) Common passage/corridor including air conditioning, lighting and fire-fighting equipment thereof;
- g) Overhead water tanks;
- h) Electrical/plumbing/fire shafts and service ledges;

- i) Mail room/security room/driver's common toilet at ground floor/ Security/fire control room;
 - j) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
 - k) Water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - l) All community and commercial facilities as provided in the Project;
 - m) Maintenance office/service areas;
 - n) Exclusive community building for the occupants of the Project;
 - o) Landscape, Lawns and play areas, including lighting and services etc.;
 - p) Roads & driveways, including lighting and service etc.;
 - q) Fire hydrants & fire brigade inlet etc.;
 - r) D.G Room/DG sets;
 - s) Underground domestic & fire water;
 - t) Tanks and pump room & pumps with accessories;
 - u) Electric substation/transformer/electric panels/ fan rooms;
 - v) Maintenance stores and circulation areas;
 - w) Open car parking spaces for visitors;
 - x) All other parts of the Project necessary or convenient to its existence, maintenance and safety or normally in common use.
- **Car Parking Space** - Reserved car parking space individually allotted for exclusive use:
 - a) Covered car parking spaces on stilt floor level of building;
 - b) Covered car parking spaces in basements of buildings;
 - c) Open car parking spaces in the Project for allottees.
 - **Total Area:** The area comprising of the covered areas, areas under walls, full areas of balconies, cupboards, full area of attached terrace, which is covered by projection and other projections whatsoever, together with proportionate share in the Common Area and facilities herein before.
 - **Independent Area:** The areas which are not included as Common Areas and facilities for common use by Allottees and may be sold by the Promoter without the interference of any Allottee/Co-Allottee and Association of Allottee(s).
 - **Limited Common Area and Facility:** Those areas and facilities which are reserved for use by the Allottees of certain Flat/Unit to the exclusion of the other Flat/Unit.
 - **Carpet Area:** The net usable area of Flat/Unit excluding the area covered by the external walls, area under services shafts, exclusive of balcony or verandah area and exclusive of open terrace area but includes the area covered by the internal partition walls of the Flat/Unit. For the purpose of this clause, the expression "exclusive of 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 the unit, meant for the exclusive use of the Allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an unit, meant for the exclusive use of the Allottee(s).
 - **Basic Sale Price of Flat/Unit:** The consideration amount for sale of Flat/Unit exclusive of other charges as mentioned in the Application Form, as per Carpet Area.
- h) **Booking Amount:** means and includes the amount paid with the Application and/or vide instalments as the case may be, by the Allottee, to the extent of Ten Percent (10%) of total price of the unit. The Booking amount is also referred as earnest Money or Registration Charges.

- i) **Commission for sale:** means and includes any charges, brokerage, fees, remuneration or any amount by whatever name called paid to the real estate agent for his services with respect to booking of unit made by the Allottee(s).
- j) **Flat/Said Flat/ Unit:** shall mean and include, a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for residential use, details of which have been set out in this Allotment Letter/Allotment Letter cum Agreement and includes any alternative Flat/Unit, if allotted to the consenting Allottee(s) in lieu of the said Flat/Unit in the Project.
- k) **Force Majeure Clause:** shall include any event or combination of events or circumstances beyond the control of the Promoter which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Promoter's ability to perform obligations under this Agreement, which shall include but not be limited to:
- Acts of God i.e., landslide, fire, drought, flood, earthquake, epidemics, natural disasters, etc.;
 - War and hostilities of war, flood, drought, fire, cyclone, storm, earthquake or any other calamity caused by nature affecting the regular development of the Project, Explosions or accidents, air crashes, civil commotion, riot, crowd disorder, labor unrest, invasion and terrorism;
 - Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other competent authority or any Court, or Tribunal or any quasi-judicial body or authority;
 - The promulgation of or amendment in any law, regulations rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Promoter from complying with any or all the terms and conditions as agreed in this Agreement including issuance of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or otherwise or for any reason beyond the control of the Promoter whereby the work of construction is stayed or stalled;
 - Any change in Applicable Laws adversely affecting the development of the building/the said Project;
 - Other cause beyond the reasonable control of the Promoter or its agent or not directly attributable to any willful act or omission of the Promoter and or any other unforeseen circumstances which may prevent, restrict, interrupt or interfere with or delay the construction of the Project including the said Unit/Flat;
 - Non-availability of building materials and/or labour problems and/or enemy action and/or natural calamities and/or any Act of God and/or Graded Response Action Plan ('GRAP') Orders issued by the Commission for Air Quality Management in National Capital Region and Adjoining Areas and/or in case of delay in possession as a result of any notice, order, rule, notification of the Government/public/competent authorities, delay in issue of completion certificate/occupancy certificate, water/electric power supply connection or any other reason beyond the control of the Promoter.
- l) **Government** means the Government of State of Uttar Pradesh or India (as the case may be).
- m) **Interest Rate** means the rate of interest payable by the Promoter to the Allottee or by the Allottee to the Promoter, as the case may be and shall be one year State Bank of India Highest Marginal Cost Lending Rate plus one percent or such other rate as may be applicable from time to time as per the Act and Rules.
- n) **Layout and Plans:** shall mean the architectural drawings of Project comprising of whole planning of construction, open areas and drawings of various blocks, floors and all the flats/ units.

- o) **Larger Parcel of Land:** shall mean land admeasuring 404,860.60 sq. mtrs. bearing Plot No. TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308.
- p) **Maintenance Agency:** shall mean a LLP/ Firm/ Company/ body of such other persons as may be appointed by the Promoter or the Association of Allottee(s) for the purpose of maintenance of the said Project.
- q) **Maintenance Charges:** shall mean the charges to be paid by the Allottee(s) for the maintenance and upkeep of the Project including the buildings therein as per the maintenance agreement with the Promoter or with the Maintenance Agency (as the case maybe) at prescribed rates on the total area of the said Flat/Unit.
- r) **Payment Plans:** shall mean the mode of payment towards the booking of Flat/Unit, including the payment intervals and the time frame for the payment.
- s) **Project Land or Said Land:** shall mean land admeasuring 32,273 Sq. Mtrs. (out of Larger Parcel of Land), bearing Plot No. GH – 01, TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308.
- t) **Project:** shall mean ‘ _____ ’, being developed over the Project Land along with, parking spaces, Common Areas and Facilities and all that is constructed/to be constructed with alterations as per the Applicable Laws on Project Land, having its RERA number ‘ _____ ’.
- u) **Promoter:** shall mean M/s Three C Homes Private Limited duly registered and formed under the provisions of the Companies Act, 1956 having its registered office at C-23, Greater Kailash Enclave Part - I, New Delhi- 110048.
- v) **RERA:** means Real Estate (Regulation and Development Act), 2016.
- w) **Rules:** means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- x) **Regulations** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- y) **Section** means the section of the Act.
- z) **Taxes:** shall include any and all taxes payable by the Promoter and/or its contractors (including sub-contractors), suppliers, consultants, etc. by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, cess, educational cess, worker's welfare cess or any other taxes, charges, levies by whatever name called, pertaining to the said Flat/Unit, now or in future or any increase thereof, and recoverable from Flat(s)/Unit(s) owners.
- aa) **TDS:** shall mean Tax Deduction at Source under Income Tax Act, 1961 as amended.

WHEREAS:

- A. Yamuna Expressway Industrial Development Authority (hereinafter referred to as the “Lessor/YEIDA”) vide Lease Deed dated 10.06.2011 duly registered as Document No. 10287, Book No. 1, Volume No. 8687 at Page No. 1 to 30, read with Correction Deed dated 04.02.2013, registered as Document No. 2553, Book No. 1, Volume No.

12504, Page No. 293 to 870, granted leasehold rights over the Plot bearing No. TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308, measuring approximately 404,860.60 square meters (**"Larger Parcel of Land"**), for a period of 90 years **to the Promoter**.

- B. The Project Land (admeasuring 32,273 sq. mtrs.) forms part of the Larger Parcel of Land, bearing Plot No. GH – 01, TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308, wherein the Promoter is constructing and developing a Group Housing Project having residential Units/Flats of various sizes and dimensions on the Project Land under the name _____, having RERA No. _____ (hereinafter referred to as the said **"Project"**).
- C. As per the stipulations of the Lease Deed read with the Correction Deed, the Promoter is entitled to allot the Flat(s)/Unit(s) on lease hold basis to the intending Allottee(s). The location of the Flat/Unit has been described in the layout plan.
- D. The Project Land is earmarked for the purpose of constructing and developing a Residential Project comprising of Flat/Unit to be used for 'residential' purposes only and the Project shall be known as "_____".
- E. The Promoter has obtained the layout plan, sanction plan, specifications and all necessary approvals for the Project and also for the Flat/Unit from YEIDA, and is fully competent to enter into this Allotment Letter/ Agreement for Sale/Sub-Lease Deed and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which the Project is to be constructed/ have been completed.
- F. The Allottee(s) has applied for allotment/purchase of a Residential Flat/Unit in the above-mentioned Project with full knowledge and after doing its own due diligence about the Project and subject to all the prevailing laws, rules, regulations, notifications and Government policies as applicable to the Project in particular and to the area in general which have also been explained by the Promoter and understood by him.
- G. The Allottee(s) of the Flat/Unit herein, after having demanded, seen and examined all the necessary documents and deeds, including Lease Deed read with the Correction Deed, approved sanction plans etc., has fully acquainted and satisfied himself/itself with the title of the Promoter over the Larger Parcel of Land (which includes the Project Land), tentative building plans, and other relevant documents, and as to their lawful right to construct the said Project thereon, and further to sell/ transfer/ sub-lease the Flat/Units to be constructed on the Project Land as a part of the Project and having fully understood all limitations and obligations of the Promoter, has applied to the Promoter to purchase a Flat/Unit in the Project and the Promoter has agreed to allot/sell the same to the Allottee(s) on the terms mutually agreed and as recorded hereinafter.
- H. The Allottee(s) hereby confirms that he/she/they have understood that the whole Project including the floor in which the above Flat/Unit in located, common areas, amenities, club and other services will be developed and handed over along with, common areas, amenities and facilities proposed to be developed in the Project as more clearly described and depicted in the layout plan as sanctioned / approved by the YEIDA.
- I. The Allottee(s) has also understood that the construction, structures, facilities and amenities and their earmarked uses as may be modified / amended by the Promoter in accordance with the approvals received / to be received from YEIDA and other competent authorities, at any stage, as per the Applicable Laws,

to which the Allottee(s) shall have no objection (subject to applicable statutory provisions) and such changes / modifications shall be binding on both the Parties.

- J. That the layout plan of the entire Project and the area of the Flat/Unit as drawn by the Promoter is having space left for future development and thus the layout is subject to change. If deemed necessary by the Promoter and in strict compliance with Section 14 of the Uttar Pradesh Real Estate Regulation Act, 2016 as amended and other Applicable Laws or as may be required by the regulatory authorities, the Promoter may make suitable alterations in the layout plan and area of the Project/ Flat/Unit. Such alternations may include changes in the floor, tower and number of the Flat/Unit and the location. In regard to all such changes either at the instance of the regulatory authorities or otherwise, decision of the Promoter, shall be final and binding on the Allottee(s). The Parties have gone through all the terms and conditions set-out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. The Parties hereby confirm that they are signing and executing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable in the State of UP and related to the Project.
- L. The Allottee(s) agrees to make payments as per the Payment Plan (**Annexure A**) within the due date, failing which this Allotment Letter cum Agreement for Sale/ Sub-Lease Deed shall stand automatically cancelled without any prior notice/letter in writing to the Allottee(s) and the amount paid by the Allottee(s) shall be forfeited as per the provisions of the Act or rules and regulations made thereunder.
- M. All payments towards the price of the said Flat/Unit will be made through the RERA ESCROW ACCOUNT only as per details mentioned in Agreement and if the payment is made otherwise, the same shall be at the risks and consequences of the Allottee(s).
- N. The Allottee(s) who is Non Resident Indian/Person of Indian Origin resident outside India/Foreign National/Foreign LLP, agrees that all remittances, for the acquisition/transfer of the said Flat/Unit shall be sole responsibility of such Allottee(s) and he/she shall comply with all the provisions of Foreign Exchange Management Act, 1999 or statutory enactment or amendment thereof and the rules and regulations of Reserve Bank of India or any other Applicable Laws and provide the Promoter with such permission, approvals, which would enable the Promoter to fulfil its obligations under the said Allotment. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard the Promoter accepts no responsibility on account of any default/violation/failure on the part of the Allottee(s).
- O. The Allottee(s) shall get his/her complete address registered with the Promoter and submit necessary ID/Address proof and it shall be Allottee's sole responsibility to inform the Promoter in writing by Registered/Speed Post A.D. about all or any subsequent change if any, failing which all communications/notices etc. sent by the Promoter at the first address as mentioned by the Allottee(s) in his Application Form or at the last known address as informed by the Allottee(s), as the case may be, shall be deemed to have been received by the Allottee(s).
- P. In case of joint Allottee(s), all communications/notices shall be sent by the Promoter to the Allottee(s) whose name appears first at the address given by him and this shall for all purposes be considered/deemed to have been received by all the Allottee(s) and no separate communication shall be necessary to the other joint-Allottee(s).
- Q. The Allottee(s) shall have to strictly comply with the schedule of payment opted by him and he/she shall be fully and solely responsible for any default in payment and the consequences that might arise there from. The Allottee(s) undertakes to abide by all the laws, rules and regulations relating to the said Flat/Unit.

- R. The Allottee(s) agrees and acknowledges that the sale price/total sale consideration of the Flat/Unit applied for by him and allotted herein is fair and acceptable to the Allottee(s). The Allottee(s) further agrees and acknowledges that a similar Flat/Unit may be/have been sold/allotted by the Promoter at a different price/consideration and the Allottee(s) shall not raise any objection or claim in this regard.
- S. The Allottee(s) declares that all payments are made/will be made from his own bank account and from his known source of income/Bank Loan. No Payment shall be accepted in cash.
- T. In case, re-issuance of Allotment cum Agreement for Sale/ Sub-Lease Deed is required and requested by the Allottee or bank/financial institution, the same shall attract a fee of Rupees 25,000/- as administrative charges excluding GST and shall be payable by the Allottee(s).
- U. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority (UPRERA) vide Registration No. _____.
- V. **The Allottee(s) submits/ confirms/ acknowledges/ understands that the management of Three C Homes Private Limited as it stands as on 13.06.2023 is that of Ace Infracity Developers Private Limited in terms of Hon'ble NCLT, Delhi order dated 13.06.2023 in the case titled as:- Arun Kumar Sinha Vs Three C Homes Private Limited (C.P. (IB) - 432/2019) in the IA filed by Mr. Gaurav Katiyar (I.A. No. 3885/202).**

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and Agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

Subject to terms and conditions as detailed in this Agreement, the Promoter agrees to sell/Sub Lease to the Allottee(s) and the Allottee(s) hereby agrees to purchase the said Flat/Unit as specified below:

1.1 DESCRIPTION OF THE UNIT/ FLAT

- i. That the Promoter hereby allots a Flat/Unit bearing No. _____, on Floor No. _____ in the Project _____ at a total price consideration of Rs. _____ excluding Lease Rent and GST (Goods and Service Tax) admeasuring _____ Sq. Mtrs. Carpet Area, (_____ Sq. Mtrs. Super Area).

Specifications of the Flat/Unit are detailed in Schedule B annexed to this Agreement and the payment details are described in Schedule A annexed herewith this Agreement.

- ii. That the Project shall always be known as “ _____ ” or such other name as may be decided by the Promoter and the name of the Project shall never be changed by the Allottee(s) /Association of Allottee(s) or anybody else.

2. TOTAL COST OF THE UNIT/ FLAT:

- i. The Total Cost of the Flat/Unit is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay on pro-rata basis, due to increase on account of increase in carpet area, Development fee/charges (including EDC and IDC), increase in premium payable to YEIDA on account of land premium, lease premium, farmers compensation, labour cess or

on any other account, increase in taxes and any other costs, charges, levies, fee etc. payable to the competent authority, any other fresh / new taxes, charges, levies, fees etc., which may be levied or imposed by the competent authority from time to time and any additional amounts payable by the Allottee(s) in terms of this Agreement.

- ii. The Allottee(s) agrees that in case after the date of offer of possession of the said Flat/Unit has been made by the Promoter to the Allottee(s) any and all levies, charges, taxes, fees, duties house tax, water tax, sewerage tax, electricity charges, municipal tax, wealth tax, Goods and Service Tax, service tax or any other taxes or charges, of any nature whatsoever, in respect of the Flat/Unit, demanded by the competent authority, whether with retrospective effect or prospective effect (as may be applicable), shall be paid by the Allottee(s) on demand without any recourse to / liability on the Promoter.
- iii. It is also clearly understood by the Allottee(s) that if the appropriate government / competent authority imposes, or raises any demand for, any development charge, tax, cost, charge, fee, levies, etc. after the execution of sub-lease deed in favour of the Allottee(s) then notwithstanding anything contained herein and the assertions made in the sub-lease deed, then the Allottee(s) shall be liable to pay the same on proportionate basis, and any unpaid development charge, tax, cost, charge, fee, levy, etc. shall be deemed to be the unpaid sale price of the Flat/Unit and the Promoter shall have the first charge/lien on the said Flat/Unit for recovery of such charges.
- iv. The Allottee(s) agrees that if the development charges, taxes, cost, charges, fees, levies, etc. or any increase thereof is not paid by the Allottee(s) then the non- payment of such cost, charges, fees, levies etc., shall be treated as unpaid consideration as per this Agreement and the Promoter shall be entitled to receive / recover the same with interest, penalty and/or to cancel the allotment and terminate this Agreement.
- v. The Allottee(s) has understood and agreed to pay any amount demanded/charged by the Promoter on account of any compensation charged/demanded by YEIDA or any other land acquiring/ allotment authority on account of any compensation paid / payable by such authority, by whatever name called, to farmers / erstwhile land owners whether before possession or after possession/ execution of sub-lease deed and / or on account of increase in land premium/ lease rent. The amount so demanded / charged by the Promoter from the Allottee(s) shall be deemed to be the unpaid total cost of the Flat/Unit and the Promoter shall have the first charge/lien on the said Flat/Unit for recovery of such charges.
- vi. Power back-up facility and DG Meter Cost will be given at the time of offer of possession, and the Allottee(s) has to pay additional charges for the Power back up and the said DG Meter Cost facility. Per unit charges of the power backup (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession.
- vii. The cost for electricity connection and installing the electricity meters for the Allottee(s) shall be borne by the Allottee(s) on pro-rata basis, which shall be calculated at the time of offer of possession of the Flat/ Unit.

Separately, the Allottee(s) will get the electricity connection for the capacity as he/she require at the time of possession and the Allottee(s) will also bear the cost of the said individual meter.
- viii. The Applicant (s) shall be required to pay water connection charges (one time) on pro-rata basis, at the time of offer of possession of the Flat/ Unit, and thereafter the recurring water charges shall be payable by the Allottee (s) as and when the demand is raised by the Promoter.

- ix. It is made clear by the Promoter and the Allottee(s) agrees that the Flat/Unit along with car parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained project covering the said land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Allottee(s) of the Project.
- x. The Allottee(s) also agrees that if any provision of the existing and future laws, guidelines, directions etc. of any government authority or the competent authorities, court, tribunal etc., made applicable to the said Flat/Unit / Project, requires provision of new / additional facilities / equipment / devices or their up-gradation etc. including but not limited to providing additional fire safety measures etc., and / or increase in any type of securities to be paid by the Promoter / Allottee(s) to the competent authorities, increase in deposits and charges and increase therefore for supply of electrical energy and any other additional charges which may be levied or imposed by any competent authority, court, tribunal etc. from time to time, then the cost of such additional devices, equipment, facilities or up-gradation, security, deposit, charges etc. shall also be borne and paid by the Allottee(s) on proportionate basis, as and when demanded by the Promoter.
- xi. The Allottee(s) has paid the booking amount (as mentioned in Schedule A) being part payment towards the total price of the Flat/Unit at the time of the Application, the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Flat/Unit as prescribed in the Payment Plan (Schedule A) as may be demanded by the Promoter within the time and in the manner specified therein.

Provided, that if the Allottee(s) delays in making payment towards any amount which is payable by the Allottee(s), he/she shall be liable to pay interest upon the delay payment at the rate prescribed in the Rules.

3. MODE OF PAYMENT:

- i. The Allottee(s) shall make the payment as per the Payment Plan set out in Schedule A (the "Payment Plan").
- ii. The Parties hereby agree that in case of any advance payment made by the Allottee(s), the discretion to allow any pre-payment rebate/discount shall be at the sole discretion of the Promoter.
- iii. Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, within the stipulated time as mentioned in the Payment Plan Schedule A, through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favor of **"THREE C HOMES PVT. LTD. RERA COLLECTION ACCOUNT _____", Account No. _____, _____ BANK.**
- iv. That in case, the Allottee(s) makes any payment to any person/ the Promoter, except to M/s Three C Homes Private Limited, against the booked Flat/Unit, then the Allottee(s) will be solely responsible & liable for the said payment and such payment shall not be deemed to be the payment made towards the payment of the said Unit/Flat.

- v. For all payments through A/c Payee cheque/demand draft/banker's cheque, the date of clearance of such A/c Payee cheque/demand draft/bankers 'cheque shall be taken as the date of payment. For online payment, the date of intimation by the Allottee(s) to the Promoter regarding debit from his bank account shall be taken as the date of payment, and credit for the payment made will be given on actual credit of the amount from the bank and credit for such payments will be given to the Allottee(s) on the date of such intimation by the Allottee(s) post actual credit of the amount in the bank account of the Promoter. In case of outstation cheque/demand draft or wire transfer, any charges including collection charges debited by bank/Financial Institutions, shall be borne by the Allottee(s) and will be debited to the Allottee's account. Further, the Promoter is not and shall not be liable for any currency exchange rate given by the bank (in case of foreign remittance). Promoter will credit Allottee's account with the amount credited in Promoter's account.
- vi. All the payments to be made by the Allottee(s) shall be subject to realization of Cheque/Demand draft etc. In case of dishonour of any Cheque/Demand draft due to any reason whatsoever, the same shall amount to non-payment and shall constitute a default under this Agreement. In such an eventuality, without prejudice to the right and remedies available to the Promoter, the Promoter shall be entitled to and the Allottee(s) shall be liable to pay the equivalent cheque amount along with the delayed interest and applicable bank charges to the Promoter. In case of first time of cheque being dishonoured, a sum of Rs.1000/- (Rupees One Thousand Only) would be debited to the Allottee(s) account in addition to the bank charges. This is without prejudice to the right of the Promoter to terminate this Agreement as a breach on the part of the Allottee.
- vii. That in case the cost/ value of the Unit booked/allotted is Rs. 50,00,000/- (Rupees Fifty Lac only) or more; in such a case each and every payment made or to be made by such Allottee(s) in whatever mode or manner and whether in lump sum or by way of instalments or in tranches; shall be liable to a deduction of 1% of such payment as Tax Deduction at Source (TDS) by such Allottee(s) and the total amount of TDS so deducted shall be deposited by such Allottee(s) to the credit of the Central Govt. The same is being necessitated as it has been mandated through an amendment in the Income Tax Act, 1961, by insertion of a new Sec 194-IA & notified by CBDT vide Notification No. S.O. 1404-E dated 31st May, 2013 applicable w.e.f. 1st June, 2013, which states that every buyer/customer is liable to deduct TDS @ 1% out of the instalment which is to be paid to the Builder/ the promoter/ seller in case the value of the property so purchased is Rs.50,00,000 or more; and has to deposit that TDS amount to the credit of the Central Govt. The credit of the same shall be reflected in the accounts of the said Allottee(s) once he/ she submits the proof of payment of "TDS on purchase of property" and the Allottee(s) shall issue to the builder/ the Promoter / seller a TDS Certificate in Form-16B. Considering the same, it is mandatory for the Allottee(s) to have a valid Permanent Account Number (PAN). Further, the deduction of TDS shall be applicable on circle value of Unit/Flat or sales consideration of Unit/Flat whichever is more. For further details A may visit "www.incometaxindia.gov.in". Allottee(s) is further requested to mention the address of the promoter on the challan for payment of "TDS on purchase of property" address of the promoter.

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- i. The Allottee(s) if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of

the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it may be liable for any action under the Foreign Exchange Management Act, 1999 and / or other laws as applicable, as amended from time to time.

- ii. The Promoter accepts no responsibility in regard to matters specified in Point (vii) above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the Applicable Laws. The Promoter shall not be responsible towards any third party/Person making payment/remittances on behalf of any Allottee(s) and such third party/person shall not have any right in the Application/Allotment of the said Unit/Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

5. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

- i. The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her/its under any head(s) of dues against lawful outstanding of the Allottee(s) against the Unit/Flat, if any; in his/her/its name and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.
- ii. The Promoter will be entitled to adjust and appropriate the amount paid by the Allottee(s) first, towards the interest on overdue payments and thereafter towards any payments or any outstanding demand and finally, the balance, if any, shall be adjusted towards the principal amount of current dues for which the payment is tendered and the Allottee(s) agrees to accept such appropriation which shall be binding up on him.
- iii. That no separate letter for payment of instalments on the due dates will be issued. It will be obligatory on part of the Allottee(s) to make the payment on or before the due dates. If any instalments as per payment schedule is not paid within the stipulated due date, the Promoter shall charge interest rate in accordance of SBI MCLR of 1 year + 1%. Further, if the payment remains in arrears even after 2(two) consecutive instalments/demand stage after 7 (seven) days from the due date for each such instalment as per the payment plan and if such default by Allottee(s) continues for a period beyond 3 (three) consecutive months after the notice from the Promoter in this regard, then the allotment shall automatically stand cancelled at the sole discretion of the Promoter and the amount deposited by the Allottee(s) as earnest money/ booking amount i.e. 10% of the cost of Unit will stand forfeited, and after deduction of interest liabilities, any amounts received from Allottee(s) /housing finance companies/banks against the said allotment and any other charges, the balance amount, if any, shall be refunded without interest. Such refund shall be made as per the provisions of Applicable Law. However, the Promoter may at its sole discretion, condone the delay in payment by charging interest and restoring the allotment in case the allotted Unit has not been allotted to someone else. Alternative Unit, if available may also be offered in lieu however the Promoter is not bound to do so.

6. TIME IS ESSENCE OF THE AGREEMENT:

- i. That time is essence with respect to the Allottee(s) obligation to pay the sale price as provided in the payment schedule/plan along with other payments such as applicable stamp duty, registration fee and other charges more specifically stipulated in the Allotment Letter to be paid on or before due date or as and when demanded by the Promoter as the case may be and also to perform or observe all other obligations of the Allottee(s) under the Allotment Letter. It is clearly agreed and understood by the Allottee(s), it shall not be obligatory on the part of the Promoter to send demand notices/reminders regarding the payments to be made by the Allottee(s) as per the schedule of Payments or obligations to be performed by the Allottee(s). However, the Promoter may without prejudice to its rights in its sole discretion, waive its right to terminate the Allotment and enforce all the payments and seek specific performance of this Allotment in such a case. The Allottee(s) agrees that the possession of the Flat/Unit will be handed over by the Promoter after making all payments, outstanding/dues, penalties etc. along with interest (if any) by the Allottee(s) to the satisfaction of the Promoter.

7. RIGHT OF THE ALLOTTEE(S) UPON EXECUTION OF THIS AGREEMENT:

- i. The Allottee(s) shall have exclusive ownership of the Unit/Flat after making the complete payment of the Total Unit Cost and other charges as per offer of possession including any late fees or interest thereon and after executing the Sub-Lease Deed in favour of the Allottee(s).
- ii. The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. The use of Common Areas and Facilities by the Allottee(s) shall be subject to timely payment of the maintenance charges and further the compliance of applicable rules and regulations and upon terms and conditions mentioned in the Maintenance Agreement and as prescribed by the Promoter or Association of Owners of the building / tower or association of owners of Project from time to time. It is clarified that the Promoter shall hand over the Common Areas to the association of the Allottee(s) after duly obtaining the completion/occupancy certificate from the competent authority as provided in the Act.
- iii. The Allottee(s) has the right to visit the Project site once in 3 (three) months to assess the extent of development of the Project and his Unit/Flat subject to the following:
 - a) The Allottee(s) shall seek prior written appointment from the Promoter regarding the site visit and shall comply with the necessary rules / procedure laid for such visits;
 - b) The Promoter / Construction Contractor / Site in-charge shall not be responsible or liable for any loss, damage, injury, accidental death etc., suffered by the Allottee(s) / its authorized representative; during such site visits unless the same is caused due to gross negligence and wilful misconduct of the Promoter /Construction Contractor / Site in-charge.
 - c) It is agreed that the Project is an independent, self-contained real estate Project covering the Said Land and is not a part of any other Project or zone and shall not form a part of and/or linked/combined with any other Project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

8. EXCLUSIONS FROM THE SCOPE OF THIS AGREEMENT:

- i. The Allottee(s) acknowledges and agrees that he/she/it shall not have any right to interfere in / obstruct / hamper (1) the operation and management of, shops, commercial premises / buildings, worship places, stores, etc. in the Project, and / or (2) in creation of rights by Promoter in favour of any third party / person by way of booking, allotment, sale, transfer, lease, collaboration, joint venture etc. in respect of above or any other mode including transfer to Government, any other authority, body, any person, entity, institutions, trusts or any local bodies, which the Promoter may deem fit proper.
- ii. The Allottee(s) shall have no right to object to the location of the areas, facilities, and amenities mentioned in various Para / clauses of this Agreement above as may be decided by the Promoter and approved by the competent authority and shall not have any right, title or interest in any form or manner in the Said Land earmarked for the same.
- iii. It is made clear by the Promoter and agreed by the Allottee(s) that the Promoter is responsible only to undertake the developments within the boundaries/periphery of the Project and shall not be liable for any developments/progress outside the boundaries of the Project. It is also clarified that all land(s) earmarked by the Promoter in the layout plan as public roads, public streets (falling outside the periphery /boundary of the Project) are for use by general public and are clearly outside the scope of this Agreement, and the Allottee(s) shall have no right of any nature whatsoever in such lands.
- iv. The Allottee(s) acknowledges and confirms that the Promoter has readily provided requisite information and documents to the Allottee(s) for clarifying that the Project consists of construction of various floors, and that several community facilities and amenities shall also be developed as part of Project. The facilities and amenities, which would be developed with the construction of subsequent floors will be available for use to the Allottee(s) (along with other allottees/occupants of the Project) only after completion of the respective building /Project. The use of Common Areas and other facilities and amenities in the Project shall be subject to the terms and conditions of this Agreement and other policies, guidelines, rule and regulation etc., framed by the Promoter/Maintenance Agency/Association of Allottees, from time to time, in this regard, and shall be subject to the payment of usage charges, fees, maintenance charges etc.

9. CAR PARKING SPACE:

- i. The Allottee shall have right of usage in respect of Car Parking Space(s)/Stack Parking. The location of the Car Parking Space(s)/Stack Parking shall be identified and allocated by the Promoter at the time of handover of the possession of Unit to the Allottee, subject to statutory rules and regulations.
- ii. The car parking will be available inside the Project. Cars/Scooters/Two Wheelers/Cycles shall be parked within the same parking spaces as allotted to the Allottee(s). One car parking is mandatory with each Flat/Unit, and the Promoter has reserved limited open car parking space on ground floor for certain Units/Flats, same will be allotted to the Allottee(s)/owners of ground floor on first come first serve basis. No car/vehicle is allowed inside the Project except those who have reserved the car parking space. The Promoter also reserves its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the Project to the Residents Welfare Association of the Project. The Residents Welfare Association or owner/ Allottee/occupier of the Unit/Flat shall not have any right over the un-allotted parking spaces.
- iii. The Car Parking Space(s)/Stack Parking forming a part of the Unit is bundled with and deemed to be part and parcel of the said Unit/Flat and the same shall not be independent or detached

from the said Unit/Flat. The Allottee undertakes not to sell/transfer/deal with or part with possession of the car parking space independent of the said Unit/Flat and further undertakes that he shall not modify or make any changes or cover the Car Parking Space(s)/Stack Parking or divert the usage of the said Car Parking Space(s)/Stack Parking in any manner whatsoever at any point of time. The Allottee undertakes to park his vehicle in the Car Parking Space(s)/Stack parking and not anywhere else in the Project. The Allottee agrees and confirms that in the event of cancellation or resumption of the said Unit under any of the provisions of this Agreement, the Car Parking Space(s)/Stack Parking along with additionally allotted parking space(s), if any, to him shall automatically be cancelled or resumed as the case may be. No separate proceedings for cancellation or resumption of Car Parking Space(s)/Stack Parking shall be initiated or followed by the Promoter independently in respect of the said Unit/Flat in any manner whatsoever.

- iv. The Allottee may apply for additional parking space(s) in addition to the Car Parking Space(s)/Stack parking and the same may be provided by the Promoter, subject to the availability of additional parking spaces(s), on the prevailing rates and the Allottee undertakes to pay charges for such additional parking space(s) as per demand raised by the Promoter. It is clarified that any such additional parking space(s) also shall not be independent or detached from the said Unit, as clarified herein above.
- v. The Allottee(s) agree that in case of any additional/unsold/unallotted parking space available with the Promoter as per the approved plan in the Project, it shall be in the sole and exclusive discretion of the Promoter to deal with the same in any manner, including by way of allotment to any other allottee(s) by way of sale etc., and the Allottee/Association of Allottees shall not have any right in respect of such space nor shall raise he/she/they any objection to this right of the Promoter.
- vi. It is further clearly understood that Allottee shall have no right to use the Car Parking Space(s)/Stack parking other than the car parking duly allotted to him/her.
- vii. The Promoter has explained and the Allottee has agreed that the specific area for the agreed Car Parking Space(s)/Stack parking shall be decided at the time of giving of possession of the Unit to the Allottee(s) including by the way of mechanical parking and further that the Promoter shall have the sole right to decide the same in its exclusive discretion including the mode of allotment.
- viii. That it is agreed and acknowledged by the Allottee(s) that to meet the requirement of additional car parking/Stack parking space in the event of additional construction/expansion undertaken in terms of the permission granted by YEIDA, for additional FAR, the Promoter may in its discretion, convert the existing car parking space/Stack Parking in a manner to create additional space for car parking/ Stack parking by and including and not limited the use of mechanical parking technology, however, not disturbing the right of the Allottee of the Unit/Flat as to the allotted parking granted herein..

10. CONSTRUCTION OF THE PROJECT/ UNIT:

- i. The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent

Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the YEIDA.

- ii. The Promoter shall update Allottee(s) from time to time about the construction status and such update shall be uploaded on the website of _____.
- iii. It is agreed between the Parties that the Promoter shall be entitled to develop the Project in a phase-wise manner as the Promoter may desire in terms of the sanctioned plans and specifications as may be revised or amended from time to time in accordance with the provisions of law.
- iv. That as per the Layout Plan of the Project, it is envisaged that the Units/Flats on all floors shall be allotted as an independent dwelling unit with impartible and undivided proportionate share of lease hold / sub-lease hold rights, in the land area underneath its block & as well as the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mummies and machinery rooms, guard rooms and other common facilities, if any, for the Unit(s)/Flats to be used and maintained jointly by all the Allottee(s) in the manner hereinafter mentioned. The rights of terrace(s) are vested with the Promoter alone, and the Allottee(s) shall not be permitted to carry out any construction on the terrace(s).
- v. That the final touch of the Unit/Flat shall be given after the registration of Sub-Lease Deed and the consent of the Allottee(s) shall be presumed that the keys of the Unit/Flat were given for the final touch. The Allottee(s) has to take over the keys back after completing the job of final touch and on the date which was confirmed to the Allottee(s). In case the Allottee(s) delays in taking over the keys back after the confirmed date then Promoter shall not be responsible for doing again any job in regards to the final touch. The monthly maintenance charges shall be payable by the Allottee(s) even if the keys of the Unit/Flat were not been taken back.
- vi. That any delay on account of the authority for issuance of the completion certificate/occupancy certificate shall not be considered as any delay on account of the Promoter. The date of applying the completion certificate shall be presumed as the date of completion, the Promoter shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined up to the date of the applying for the completion certificate only. However, in case, Project completion/occupancy certificate including the part occupancy certificate is not issued by the Competent Authority even though the Project construction and development has been completed and the Promoter has got all the requisite NOC's and an independent architect has certified the completion of the Project, then the Project shall be considered deemed completed for the purpose of Offer of Possession.

11. POSSESSION OF THE UNIT/FLAT:

A. Schedule for completion of the said Unit/Flat and offer of possession –

- i. The Promoter agrees and understands that timely delivery of possession of the Unit/Flat to the Allottee(s) and the Common Areas to the Association of Allottee(s) of Project or the competent authority, as the case may be, is the essence of the Agreement. The Promoter will endeavour to complete Unit/Flat along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on or before _____ unless there is delay due to Force Majeure conditions affecting the regular development of the real estate Project. Where the completion of the Flat/Unit / building / Project is delayed due to the Force Majeure conditions, then the Allottee(s) agrees that the Promoter shall accordingly be entitled to the extension of time for completion of the Project and

correspondingly delivery of possession of the Unit/Flat. Provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented.

- ii. In case of delay in construction of the said Unit/Flat beyond the present RERA completion date of _____ which is not due to reason explained in clause no. 11 above, the Promoter agrees to pay a delay penal interest @ the rate equal to MCLR (Margin Cost of lending rate) on loan of SBI +1% for a period exceeding to the present Project completion date and such extension as Promoter may seek in future from UP RERA due to force majeure conditions as mentioned above, to the Allottee(s). The said delay penalty is subject to the fact that the Allottee(s) has made payment of all the instalments towards the sale consideration amount of the said Unit/Flat to the Promoter in time and without making any delay.
- iii. That if the construction is completed prior to the date given because the date given is an assessment only and construction may be completed earlier, in that case, the Allottee(s) shall not refuse for taking possession on any ground whatsoever.
- iv. That a written intimation for completion of the residential Flat/Unit will be sent to the Allottee(s) and a 'Fit-out-Period' of 60 days will commence from the date of 'offer of possession'. The said 'Fit-out-Period' is in order to facilitate the Allottee(s) to communicate exact date by which the Allottee shall take the physical possession of residential Flat/Unit after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Promoter, registration of Sub-Lease Deed/Transfer Deed etc., the installation of hardware accessories and final touch of paint etc., will be done during said 'Fit-out-Period' only, which will take around 50 to 60 days for an individual Flat/Unit, the Allottee(s) may get these final installations in his own presence, if desire so.

For the purpose of clarification, it is reiterated, the monthly maintenance charges shall commence from the 61st day from the date of written intimation of 'offer of possession', irrespective of date of physical acceptance of possession or no acceptance of physical possession at all.

- v. The amenities like Road, Electricity, Sewer and Water supply shall be provided by the YEIDA Authority or other concerned authority up to the boundary of the Project. The Promoter will carry out all the above-mentioned amenities within the boundary of the Project i.e. internal development of the Project. The delay in providing the above said facilities on the part of the YEIDA Authority/Concerned Authority shall not be considered as the delay on part of the Promoter.
- vi. Power back-up facility and DG Meter Cost will be given at the time of offer of possession, and the Allottee (s) has to pay additional charges for the Power back up and the said DG Meter Cost facility. Per unit charges of the power backup (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession.
- vii. The cost for electricity connection and installing the electricity meters for the Allottee(s) shall be borne by the Allottee(s) on pro-rata basis, which shall be calculated at the time of offer of possession of the Flat/ Unit.

Separately, the Allottee(s) will get the electricity connection for the capacity as he/she require at the time of possession and the Allottee(s) will also bear the cost of the said individual meter.

- viii. The Allottee (s) shall be required to pay water connection charges (one time) on pro-rata basis, at the time of offer of possession of the Flat/ Unit, and thereafter the recurring water charges shall be payable by the Allottee (s) as and when the demand is raised by the Promoter.

12. PROCEDURE FOR TAKING POSSESSION:

- i. The Promoter, upon obtaining the completion certificate / occupancy certificate/part occupancy certificate (as applicable) of the building from the competent authority, shall offer in writing the possession of the Flat/Unit vide an 'Offer for Possession' Letter. The said Offer for Possession shall contain details about the pending amount (if any) to be remitted by the Allottee(s) and other essential conditions to be fulfilled by the Allottee(s) before handing over the possession in terms of this Agreement.
- ii. However, in case Project completion certificate/occupancy certificate including the part occupancy certificate is not issued by the competent authority even though the Project construction and development has been completed and Promoter has obtained all the requisite NOCs and an independent architect has certified the completion of the Project, the Project shall be considered deemed completed for the purpose of offer of possession.
- iii. The Allottee(s) shall be required to complete their full and final payment towards the total price and clear all / any other pending dues, amounts, instalments, charges, interest, etc. (as provided in the offer of possession); within the period stated in the Offer of Possession Letter.
- iv. That on receipt of full consideration amount along with other charges (if any) payable by the Allottee(s), a Tripartite Sub-Lease Deed shall be executed in favor of the Allottees(s) in the format approved by the Lessor and the Promoter. All expenses towards execution of the said Sub-Lease Deed i.e. cost of stamp duty for registration of Sub-Lease Deed/Transfer Deed, registration charges/fees, miscellaneous expenses and advocates legal fees/charges etc. shall be borne and paid by the Allottee(s), the Allottee(s) will be responsible and liable to pay deficiency in stamp duty/penalty/interest (if any) on such documents as per the Stamp Act of 1899. Any stamp duty and deficiency, if imposed by the Govt. on the Allotment Letter Cum Agreement for Sale/ Sub-Lease, Agreement for Maintenance, Electricity and Power Back-up etc. shall be payable by the Allottee(s).
- v. The taking over of the possession by the Allottee(s) shall be an acceptance by the Allottee(s) that the Flat/Unit has been completed as per the agreed specifications and to the satisfaction of the Allottee(s) and the Allottee(s) shall not have any claim or dispute against the Promoter or its nominee for any item of the work/specifications etc.
- vi. The Allottee(s) agrees to pay the Maintenance Charges, or any other charges as determined by the Promoter/Association of Allottee(s) or any other agency, as the case may be, from the date of offer of possession by the Promoter. The Promoter shall hand over the occupancy certificate / part occupancy certificate (as applicable) of the Flat/Unit, as the case may be, to the Allottee(s) at the time of conveyance of the same.
- vii. The Promoter shall exercise the Sub-Lease Deed in favor of Allottee(s) after obtaining the No Dues Certificate from the accounts department of the Promoter.
- viii. That the Allottees(s) agrees to enter into a Maintenance Agreement to be executed between the Allottee(s) and the Promoter and/or the Maintenance Agency nominated by the

Promoter at the time of execution of the Sub-Lease Deed of the said Flat/Unit. The Allottee(s) shall pay the maintenance charges for upkeep and maintenance of various Common Services and Facilities (excluding internal maintenance of the Flat/Unit) in the Project as determined by the Promoter or its nominated agency.

- ix. The Allottee(s) hereby agrees and confirms that the Promoter shall not be held responsible for any act or omission or commission or deficiency in services of any nature, whatsoever on the part of Maintenance Agency by the Allottee(s). The Maintenance Agency shall be solely and exclusively responsible (be it tortuous, vicarious, civil or criminal) for its acts of commission or omission in rendering the services to the Allottee(s). The Allottee(s) hereby expressly discharges the Promoter from the effects of any act, omission, negligence or deficiency in services on part of the Maintenance Agency.
- x. That after taking possession of Unit/Flat, the Allottee(s) shall have no claim against the Promoter as regards to quality of work, material, pending installation, area of Unit/Flat or any other ground whatsoever, except for the remedy as maybe available under the Applicable Laws.
- xi. That subject to his right as mentioned above, the Allottee(s) hereby covenants with the Promoter that from the date of the receipt of the offer of possession / possession notice of the Unit/Flat or the date of receiving deemed possession, as provided herein before, he/she shall at his own cost, keep the said Unit/Flat, its wall 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 structure / safety of the Project/building/premises is in no way damaged or jeopardized. He shall neither himself/third party permit or suffer anything to be done in any manner to any part of the building, the staircases, shafts and common passages, compound or anything connected with or pertaining to the building which would violate any rule or, bye-law for the time being in force or any rule or notification issued by the local or other authority.

13. FAILURE OF ALLOTTEE(S) TO TAKE POSSESSION OF UNIT:

- i. Upon receiving a written intimation from the Promoter as per Para 12, the Allottee(s) shall take possession of the Flat/Unit from the Promoter by executing necessary indemnities, undertakings, Sale/Sub-Lease Deed, Maintenance Agreement and such other documentation as prescribed in this Agreement and by making payments of all dues, charges, interest etc., as specified in this Agreement to the Promoter, and the Promoter shall give possession of the Flat/Unit to the Allottee(s).
- ii. If the physical possession of the Flat/Unit is not taken within 60 days of offer of possession, the Allottee(s) shall pay holding charges at the rate of Rs. 10/- per month per sq. ft. of the Carpet Area of the Unit/Flat, on delay in taking the possession of said flat, till actual date of possession in addition to Maintenance Charges, subject however to sub-clause (v) herein below;
- iii. The failure of the Allottee(s) to take possession of the Flat/Unit, shall be at the risk, cost and consequences of the Allottee(s) and the mere holding of the Flat/Unit by the Promoter in such circumstance, shall not make the Promoter responsible/liable to the Allottee(s) / anyone on that count;
- iv. The Allottee(s) shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the said Flat/Unit/said building/the Project.

- v. This holding/waiting period from the date of the offer of possession and till the date of possession taken by the Allottee(s) shall not exceed the period of 6 months and in the event of the Allottee(s) failing to take possession within such time, shall entitle the Promoter to treat the allotment as cancelled at the instance of the Allottee(s) and the consequences following the cancellation of the allotment as provided hereunder /in this Agreement shall follow and be binding on the Allottee.

14. CANCELLATION BY ALLOTTEE(S):

The Allottee(s) shall have the right to cancel/withdraw his allotment of the Flat/Unit in the Project and where the Allottee(s) so proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to cancel the allotment of the said Flat/Unit, terminate this Agreement in respect of the said Flat/Unit and forfeit the 10% of the Total Cost of the Unit/Flat, and after deduction of over dues interest amounts received from finance companies/banks against the said allotment/booking and brokerage charges or any other charges, the balance amount, if any, shall be refundable without interest after 30 days of cancellation of allotment.

15. TRANSFER/CHANGE OF NOMINEE:

That in case the Allottee(s), desires transfer of allotment/ownership of Flat/Unit, before registration/possession, a transfer fee as prevailing at the time of desired transfer shall be payable by the Allottee(s). Inclusion of name of spouse as Co-Allottee(s) shall be free of any charges but administration charges shall be payable, as decided by the Promoter from time to time. **In case of others, the Promoter shall accommodate the first transfer request free of any charge other than administration charges (as decided by the Promoter from time to time). For any subsequent request of transfer of allotment/ ownership of Flat/ Unit before registration/ possession, the Promoter shall impose the transfer charges (and administration charges) plus GST applicable upon same, and same shall be payable at the time of transfer. The rate of such transfer charges shall be calculated on per square ft. of the carpet area of the Flat/Unit, and shall be decided by the Promoter from time to time.**

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

16.1 The Promoter hereby represents and warrants to the Allottee(s) as follows:

- i. The Promoter has absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development of the Project upon the Said Land and is in absolute, actual, physical and legal possession of the Said Land on which the Project has been / is being undertaken;
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- iii. There are no encumbrances upon the Said Land or the Project; except to the extent of any unpaid dues of YEIDA and construction finance funding taken or to be taken by the Promoter.
- iv. There are no litigations pending before any court of law or authority with respect to the Said Land, Project or the Flat/Unit;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and Flat/Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, Said Land, building and Flat/Unit and Common Areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where by the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
 - vii. The Promoter has not entered into any Agreement for sale/lease/sub-lease and/or development Agreement or any other Agreement/arrangement with any person or any party with respect to the said Flat/Unit which shall, in any manner, affect the rights of Allottee(s) under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Unit to the Allottee(s) in the manner as contemplated in this Agreement.
 - ix. At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat/Unit to the Allottee(s).
 - x. The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title, interest, claim over the Project Land.
- 16.2 The Allottee(s) here by represents and warrants to the Promoter as follows: -
- i. The Allottee(s) is legally competent and has the necessary power and authority to execute, deliver and perform his / her / its obligations under this Agreement and all necessary approvals including any Governmental, regulatory or third-party approval and other actions have been validly obtained to authorize such execution, delivery and performance.
 - ii. This Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms on the Allottee(s) / anyone claiming under him/her/it.
 - iii. The execution, delivery and performance by the Allottee(s) of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both), and the consummation by the Allottee(s) of the transactions contemplated hereby or thereby will not conflict with, result in a breach of, or constitute a default under any law applicable to the Allottee(s) or any contractor Agreement to which the Allottee(s) is a party or by which the Allottee(s) may be bound, any Agreement or commitment that prohibits the execution and delivery of this Agreement by the Allottee(s) or the consummation of the transaction contemplated hereby.
 - iv. All the unsold spaces and the areas which are not the part of Common Areas shall continue to be the property of the Promoter and all rights related to such properties shall vest with the Promoter and are reserved with the Promoter for the said areas.
 - v. The Promoter 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 unit(s) with in the Project, and the Allottee(s) shall have no right to raise objection or make any claim on this account.
 - vi. The Allottee(s) agrees and acknowledges that the Total Sale Price/consideration of the Flat/Unit applied for is fair and acceptable to the Allottee(s). The Allottee(s) further agrees an acknowledges that a similar Flat/Unit may be/have been sold/allotted/conveyed by the promoter at a different price/consideration, the Allottee(s) shall not raise any objection or claim in this regard.
 - vii. That the existing use of the said Flat/Unit is Residential and the Allottee(s) undertakes to use the said Flat/Unit for specific purposes only, which are permissible under the Law. The Allottee(s) shall, therefore, not use the said Flat/Unit herein for any illegal or immoral purpose and shall not use it so as to cause nuisance, annoyance or risk to the promoter and other owners/occupants in the Project.
 - viii. All the provisions contained herein and the obligations arising hereunder in respect of the said Flat/Unit/building/the Project shall equally be applicable to and enforceable against any and all the occupiers, tenants, licensees and/or subsequent purchasers/assignees of the said Flat/Unit, as the said obligations go along with the said Unit/Flat for all intents and purposes.
 - ix. The Allottee(s) shall not use or cause to be used any common area / facility / services for a purpose other than the respective intending uses.

- x. The Allottee(s) confirms that the Allottee(s) has/have visited and has/have physically seen the Project site and Project layout showing the proposed location of allotted Flat/Unit and is not entering into this Agreement on the basis of any advertisement or brochure or oral representation concerning the Project or the said Flat/Unit.
- xi. The Allottee(s) hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the Project and the said Flat/Unit and has expressly understood the contents, terms and conditions of the same and the Allottee(s) after being fully satisfied has/have entered into this Agreement and further agrees not to raise any objection in regard to the same, unless the same is in contravention of the Act or the Rules.
- xii. Not to use the garden and the playground provided in the Project as common facilities provided in the Project, for any purpose other than recreation.
- xiii. Not to store anything in the Common Areas, staircases, refuge floors nor store any goods in the said Flat/Unit which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said building/ Project or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said building/ Project and in case any damage is caused to the said building/ Project on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of the breach and shall repair the same at his/her/their own cost.
- xiv. Not to change the use of the Flat/Unit and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat/Unit and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces/areas and/or refuge area.
- xv. Not to demolish or cause to be demolished the said Flat/Unit or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat/Unit or any part thereof and keep the portion, sewers, drains, pipes in the said Flat/Unit appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said building/ Project in which the said Flat/Unit is situated and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC or elevation or other structural changes in the said Flat/Unit without the prior written permission of the Promoter.
- xvi. Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said building/ Project and not to cover/enclose the planters and service ducts or any of the projections from the said Flat/Unit or within the said Flat/Unit, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, elevation or other structural members in the said Flat/Unit without the prior written permission of the Promoters, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said building or do any act to affect the FSI potential of the Project.
- xvii. Not to shift windows of the said Flat/Unit and / or carry out any changes in the said Flat/Unit so as to increase the area of the said Flat/Unit and/ or put any grill not in conformity with the rest of the grills and / or façade of the building/ Project which would affect the elevation of the building/ Project and / or carry out any unauthorized construction in the said Flat/Unit. In the event if any such change is carried out, the Allottee(s) shall remove the same within 24 hours of notice in that regard from the Promoter. In the event if the Allottee(s) fails to remove the same within the period of 24 hours, then the Promoter shall be entitled to enter and open the said Flat/Unit and remove such unauthorized construction and the Allottee(s) hereby agrees and undertakes not to raise any objection for the same and / or demand any damages for the same from the Promoter.
- xviii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the building/ Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

- xix. The Allottee(s) shall permit the Promoter and its surveyors, architects, engineers, contractors, employees and agents with or without workmen and others and its employees at reasonable times to enter into and open the Flat/Unit or any part thereof for the purpose of viewing or repairing or maintaining and cleaning any part of the said building/ Project including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto as also for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, though, over or outside the Flat/Unit for the benefit of the said building/ Project and for the purpose of, maintaining, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, structure or other conveniences belonging to or serving or used for the building, after giving prior notice thereof. The Allottee(s) shall not obstruct or hinder the Promoter and/or their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties.
- xx. Shall not violate and shall abide by all rules and regulations framed by the Promoter or under any law for the time being in force, for the purpose of maintenance and up-keep of the building/ Project and in connection with any interior / civil works that the Allottee(s) may carry out in the said Flat/Unit.
- xxi. Shall not violate and shall observe and perform all the rules and regulations which the Association of Allottee(s) may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project and the Flat/Unit therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Association of Allottee(s) regarding the occupation and use of the said Flat/Unit in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- xxii. Shall never in any manner enclose any flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Flat/Unit and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Flat/Unit at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee(s) and also to recover costs incurred for such demolition and reinstatement of the said Flat/Unit to its original state.
- xxiii. The Allottee(s) agrees that until a Sub-Lease Deed is executed and registered, the Promoter shall continue to be the owner of the Unit/Flat and also the construction thereon and this Application shall not give to the Allottee(s) any right or title or interest therein even though all the payments have been received by the Promoter. It is further clarified that the Promoter is not constructing any Unit/Flat as a contractor of the Allottee(s) but on the other hand, the Promoter is constructing the Project as its own assets and the sale shall be deemed to have taken place only after execution of the Sub-Lease Deed and actual completion of construction/ finishing and handing over of the Unit/Flat. The Promoter shall always have the first lien and charge on the Unit/Flat for all its dues that may become due and payable by the Allottee(s) to the Promoter.
- xxiv. That it is admitted, acknowledged and so recorded by and between the Parties that the Allottee(s) in no circumstance will be allowed to carry out any changes whatsoever in the elevations and/or outer colour scheme. This provision shall be applicable even after handing over the physical possession and execution of title deed. In case of non-compliance of this provision by the Allottee(s), the Promoter shall have liberty to restore the original elevations and/or outer colour scheme without any formal notice, this shall be done at the cost and risk of the Allottee(s).

17. DEFECT LIABILITY:

- i. That there will be defect liability period of 60 months from the date of handing over possession or from the date of issuance of Occupancy Certificate whichever is earlier. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not include force majeure conditions such as damage resulting from war, flood, earthquakes etc. The defect liability shall not be applicable on the readymade equipment/appliances, most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought equipment/appliances, the Promoter shall co-operate with the Allottee(s) to sort out the issues.
- ii. The defect (s) caused on account of normal wear and tear and / or negligent use of the Flat/Unit by the Allottee(s) / occupiers without proper internal maintenance, vagaries of nature shall be exempted, and the Promoter shall not be responsible / liable in such cases.
- iii. The Allottee(s) acknowledges that a number of machines / equipment / products / services installed / provided by the Promoter have been outsourced by the Promoter in construction / development of the Flat/Unit / building / Project including the installation of lifts / air condition units / DG sets / fixtures in the nature of fans, lights, wardrobes, kitchen equipment etc. etc. manufactured or provided by reputed vendors and such machines / equipment / products / services are supported by warranties for limited period. The Promoter shall not be responsible / liable for any manufacturing or other defects arising from / on account of the said machines / equipment/ products / services and the Allottee(s) /Association of Allottee(s) can approach such third parties directly for such warranty claims.

18. COMPLIANCE OF LAWS, NOTIFICATION ETC. BY PARTIES:

- i. The Parties are entering into this Agreement for the allotment of the Flat/Unit with full knowledge of all laws, rules, regulations, notifications applicable to the Project.
- ii. The Allottee(s) here by undertakes to comply with and carry out, from time to time, after taking possession of the said Flat/Unit, all the requirements, requisitions, demands and repairs which are required by any development authority/ YEIDA Authority /Government or any other competent authority in respect of the said Flat/Unit at his/her/its own cost and keep the Promoter indemnified, secured and harmless against all costs, consequences and all damages, arising on account to non-compliance, if any, with the said requirements, requisitions, demands and repairs.
- iii. The Allottee(s) after taking possession shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P Pollution Control Board/Water Commission / any other rules and regulations stipulated by State of U.P. or any other competent authority. The Allottee(s) shall abide by all laws, rules and regulations of the YEIDA /local authority /government /Government of India and of the Association of Allottee(s) and shall be responsible for all deviations, violations or breach of any of the conditions of law / bye laws or rules and regulations after taking over the possession of the Flat/Unit.

19. RIGHT TO ENTER FOR REPAIRS:

The promoter /maintenance agency /Association of Allottees shall have rights of unrestricted access of all Common Areas, Limited Common Areas, Car Parking and parking space for providing necessary maintenance services and the Allottee agrees to permit the association of Allottee and /or maintenance

agency to enter into the Unit/ / Flat/building/Project or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

20. ADDITIONAL CONSTRUCTIONS:

The Allottee(s) acknowledges that in the event of increase of FAR (Floor Area Ratio) beyond the current applicable FAR by any Government/Competent Authority, the Promoter shall have full right to raise further constructions over the top roof/terrace of the Project or over the top roof/terrace in the Project as being the sole and exclusive property of the Promoter and the Allottee(s) shall not be entitled to raise any objection or make any claim on any account in this regard. Subject to provisions of the Applicable Law, the Promoter can make any type of change in layout/elevation/design/alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the Promoter.

21. PROMOTER MAY MORTGAGE OR CREATE A CHARGE:

The Promoter shall have the right to raise loan / finance from any banks/financial institutions or any other lending parties and for this purpose create mortgage of the Said Land and/or receivables from the Project in favour of one or more such lending parties. The Allottee(s) shall have no right to object if any action/step is taken by the Promoter to raise and obtain finance. However, the Flat/Unit shall be released of all such mortgages and encumbrances created by the Promoter before the execution and registration of sale/sub lease deed in favour of the Allottee(s). After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Flat/Unit except for the receivables against the Flat/Unit and, if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Flat/Unit.

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

24. U.P APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) ACT, 2010:

The Promoter has assured the Allottee(s) that the Project is/has been developed/is being developed in its entirety is in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 to the extent applicable.

25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/ SUBSEQUENT ALLOTTEES:

- i. The Allottee(s) & Co-Allottee (if any) will have equal share in the Flat/Unit and in case of death of any of them, the booking will continue only after providing a Certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the concerned bank, if availed a loan or as per the rules of succession. Similarly, in a divorce case or

where a dispute arises between the Allottee(s), the booking will continue only after providing consent in writing by both the Allottee(s) the delayed payment shall be charged, the dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum up to 120 days thereafter the Promoter can cancel the said booking/allotment and the Allottee(s) shall have no claim or right whatsoever except to claim for the refunds of amount as deposited, and in such cancellation, there will be deduction of 10% of the cost of the Flat/Unit. For the refund in said cases as stated above, consent of the Allottee(s) shall be necessary otherwise the amount shall be refunded in equal share between all the Allottee(s) without any interest.

- ii. Subject to payment to minimum 40% of the Total Price of the Flat/Unit as stated in Cause 15, the Allottee(s) may transfer/assign/endorse this Agreement or any interest in this Agreement and nominate any other person/body corporate in his / her / its place in respect of the said Flat/Unit, as may be permitted by the Promoter subject to:
 - a) Receipt of written request from the Allottee(s) to the Promoter;
 - b) Clearing of all dues, payments, charges, deposits, etc., accrued interest on delayed payments, other costs and charges, taxes and duties accrued as on the date of the transfer;
 - c) Payment of the administrative charges / transfer charges by the Allottee(s) as prescribed by the Promoter and competent authorities, which may be revised from time to time along with the applicable taxes, if any;
 - d) Signing/execution by the Allottee(s) of such documents/applications as may be required by the Promoter and the Allottee(s) complying with such conditions as stipulated by the Promoter;
 - e) The Allottee(s) obtaining no objection certificate/letter from the Promoter and other competent authorities, as the case may be;
 - f) The assignee/transferee agreeing to comply with all formalities / requirements in this regard and executing such other documents as may be required by the Promoter;
 - g) In case the Allottee(s) /transferor has obtained any finance/loan against the Unit from any financial institution/bank, a 'No Objection Certificate' from the financial institution/bank;
 - h) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising here under in respect of the Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Unit, in case of a transfer; as the said obligations go along with the Unit for all intents and purposes.

26. WAIVER NOT A LIMITATION TO ENFORCE:

- i. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan [Schedule A] including waiving the payment of Interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee(s).
- ii. Failure of either Party hereto at any time, or for any period of time, to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision(s) or of the right of such Party thereafter to enforce each and every such provision.
- iii. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee(s) by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.

27. SEVERABILITY:

- i. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other Applicable Laws, such provision of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the Applicable Laws, as the case maybe, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- ii. It is clarified that the Allottee(s) shall be liable to abide by and bound by the change(s) emanating in this Agreement, including any additional condition imposed, relating to the allotment of the Flat/Unit or the Project.

28. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for here in, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated here in or to confirm or perfect any right to be created or transferred here under or pursuant to any such transaction including without limitation for execution and registration of Sub-Lease Deed or any other deed/indenture/declaration etc.in respect of the said Flat/Unit, as the Promoter desires, to comply with the provisions of the Act and other Applicable Laws.

29. RAISING OF FINANCE BY ALLOTTEE(S):

- i. The Allottee(s) may obtain finance / loan from any financial institution/bank but the Allottee's obligation to pay Total Price and other charges etc., for the Flat/Unit pursuant to this Agreement, shall not be contingent on the Allottee's ability or competency to obtain / serve such financing and the Allottee(s) shall remain strictly bound by the terms and conditions governing this Agreement. It is clarified that the liability and responsibility towards such financial institutions, banks etc., for the loan / finance obtained by the Allottee(s) shall be that of the Allottee(s) alone and the Promoter shall not have any responsibility or concern in this respect.
- ii. The Allottee(s) may at its option raise the finances or a loan for purchase of the Flat/Unit. However, responsibility of getting the loan sanctioned and disbursed as per Promoter's payment schedule will rest exclusively on the Allottee(s). In case the Allottee's loan is not being disbursed, sanctioned or delayed, the payment to the Promoter as per schedule shall not be delayed by the Allottee(s) and in the event of default in payment as per the Payment Plan, the Allottee(s) shall be liable for consequences including cancellation of the allotment.
- iii. Any loan facility from banks / financial institutions availed by the Allottee(s) in respect of the said Flat/Unit shall be subject to the terms and conditions as imposed by the Promoter and /or bank/ financial institution; and the Allottee(s) shall be solely liable and responsible for repayment of loan facility and satisfaction of charge.

30. NOTICES:

That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered / Speed Post at the respective addresses specified below:

Name of Allottee(s): _____

Address of Allottee(s): _____

Promoter's name: M/s THREE C HOMES PRIVATE LIMITED

Promoter's Address: C-23, Greater Kailash Enclave Part-I, New Delhi 110048

It shall be the duty of the Allottee(s) and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address, in writing, by Registered / Speed Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s) as the case may be.

31. RIGHT TO ASSIGN:

Subject to the provision of the Act, the Allottee(s) agrees and acknowledges that the Promoter reserves all its rights to assign all or any of its rights/obligations towards development and construction of the aforesaid Project in favour of any Group Company/LLP or Associate Company or a Subsidiary Company or a Special Purpose Vehicle to be formed or any other entity under joint venture/development Agreement /collaboration Agreement for the purpose of execution of the Project as per the Act. The Allottee(s) further understands that, with effect from date of assignment, all the communications and correspondences exchanged with the Promoter including the monies paid there under shall automatically stand transferred in the name of such new LLP/Promoter / entity without any alterations in the original terms and conditions of this Agreement. In such an event, the assignee LLP/Promoter etc., will execute all the necessary documents with the Promoter. The Allottee(s) shall continue to perform all its / their obligations towards such assignee LLP /Promoter etc., in accordance with terms and conditions of this Agreement.

32. RIGHT TO JOIN AS AFFECTED PARTY:

The Promoter shall have the right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee(s) if the Promoter's rights under this Agreement are likely to be affected/prejudiced in any manner by the outcome of such suit / complaint / decision of the court. The Allottee(s) agrees to keep the Promoter fully informed at all times in this regard.

33. JOINT ALLOTTEES:

That in case there are Joint Allottee(s) all communications shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottee(s).

34. SAVINGS:

Any application, letter, allotment letter, Agreement, or any other document signed by the Allottee(s) in respect of the Flat/Unit or building, as the case may be, prior to the execution of this Agreement for such Flat/Unit or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee(s) under this Agreement or under the Act or the Rules or the Regulations made there under.

35. OFFICIAL LANGUAGE:

English is the official language of this Agreement, documents or notices that are not in English shall have no effect under this Agreement. The words and phrases in documents and notices shall have the meaning

they normally have in standard UK English usage. The English language version of this Agreement or any document or notice contemplated by the Agreement shall control in any conflict with any version of such writing that is not in English.

36. ACT OF CASTING INSINUATION, INNUENDO, LIBEL OR SLANDER:

The Allottee(s) undertakes that in case of any dispute or differences with the Promoter over any issue whether emanating directly or by implication from this Agreement, the same or any other issue concerning, including the possession/construction of the said Flat/Unit, the Allottee(s) shall be entitled to remedy only under Para or avail appropriate legal remedy before a competent court of law / statutory forum prescribed under laws in India. The Allottee(s) shall not indulge in or instigate any act, whether in personal capacity or in joint capacity or incite other allottee(s) in the Project to act in any manner, which may amount to casting insinuation, innuendo, libel or slander against the Promoter, its directors or its officials, or otherwise indulge in activities which amounts to defamation or malicious / wrongful prosecution of the Promoter, its directors or its officials and/or the Project and in case of any such violation, the Allottee(s) shall be liable to legal consequences arising there from, at his / her / its cost, risk and consequences.

Without prejudice to its other rights and remedies available under this Agreement, Act and Rules and Regulations etc., the Promoter shall be entitled to seek remedies under the relevant procedural laws for such insinuation, innuendo, libel or slander amounting to defamation and/or wrongful prosecution of the Promoter, its directors or its officials and/or the Project.

37. CUSTOMER QUERIES /ISSUES REDRESSAL MECHANISM:

The Allottee(s) understands and confirms that the queries and individual issues, if any, concerning this Agreement will be resolved as per the process given below:

The customer centric queries and individual issues of the customers shall be resolved by the Customer Care Department of the Promoter.

38. GOVERNING LAW:

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.

39. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its respective authorized signatory at the **Project Site office** or at some other place, which may be mutually agreed between the Parties, anywhere in District Gautam Buddh Nagar, Uttar Pradesh after the Agreement is duly executed by the Allottee(s) and the Promoter. This Agreement shall be deemed to have been executed at District Gautam Buddh Nagar, Uttar Pradesh, for all purposes.

40. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to or concerning with the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which, the same shall be settled shall be decided by a sole Arbitrator, appointed with mutual consent, in accordance with the provisions of Arbitration and Conciliations Act, 1996. The venue of the Arbitration shall be NOIDA or such other place as may be mutually agreed between the parties and the award of the Arbitrator(s) shall be rendered in English.

That the Courts at NOIDA shall have exclusive jurisdiction in all matters arising out of and/or concerning this Agreement or the Allottee without any prejudice may file a complaint as per provisions of the RERA Act of 2016.

IN WITNESS WHERE OF, the Parties here in above named have set their respective hands and signed this Allotment Letter/Agreement for Sale / Sub-Lease at Gautam Buddh Nagar, UP in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE – A
PAYMENT PLAN

DRAFT

SCHEDULE – B
SPECIFICATIONS OF FLAT/ UNIT

DRAFT