

AGREEMENT TO LEASE CUM ALLOTMENT

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Main Applicant

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with Cross
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Co-Applicant

AGREEMENT FOR SALE/SUB-LEASE

This Agreement for Sale/Sub-lease ("**Agreement**") executed on this ____ (Date) day of ____ (Month), 20__ at Noida.

By and Between

[If the promoter is a company]

Page 3 Buildtech Private Limited, (CIN no. _____) a company incorporated and validly existing under the provisions of the Companies Act, 2013, having its registered office at A-52, Basement, Nirman Vihar, Near Metro station, East Delhi- 110092 (**PAN- AAJCP2758C**) hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND [If the Allottee(s) is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[If the Allottee(s) is a Partnership Firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008, as the case may be], having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee(s) is an individual]

_____, (Aadhar No. _____) son/daughter/Wife of _____, aged about _____, residing _____ (**PAN** _____) hereinafter called the "Allottee" (which expression shall

Promoter

Developer

Buyer/Allottee

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).

[OR]

[If the Allottee(s) is a HUF]

Mr. _____, (Aadhar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residence at _____, PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[Please insert details of other Allottee(s), in case of more than one Allottee]

AND

Angel Park Promoters LLP, a limited liability partnership, having its registered address at _____, hereinafter referred to as the "**Developer**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns).

The "**Promoter**", "**Developer**" and "**Allottee**" shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

For the purpose of this Agreement for Sale/lease, unless the context otherwise requires,-

- (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- (b) "**Agreement**" means this Agreement for Sale / Sub-lease including its schedules, annexure, recitals and terms and conditions for the allotment of Apartment in the Project and any amendments thereto from time to time as may be mutually executed by and between the parties hereto in writing.
- (c) "**Apartment**" means the residential flat allotted to the Allottee(s) details of which have been set out in Recital G and Para 1.1.
- (d) "**Authority**" means Uttar Pradesh Real Estate Regulatory Authority.
- (e) "**Association of Allottees**" means the association of allottees of the Project formed by the Promoter as per relevant provisions of U.P. Apartment Act (defined below).
- (f) "**Association of Group Housing Project**" means the association of Allottee(s) of the larger Group Housing Project, comprising members of all Associations of Allottees formed in the entire Group Housing Project.
- (g) "**Booking Amount**" means an amount equivalent to 10% (Ten percent) of the Total Price payable by the Allottee(s) for the Apartment.
- (h) "**Building**" shall have the meaning as ascribed to it in Recital G hereof.
- (i) "**Carpet Area**" shall have the meaning as ascribed to it in the Act and/or Rules framed thereunder.
- (j) "**Common Areas**" shall have the meaning as ascribed to it in Recital G hereof.
- (k) "**Force Majeure**" shall have the meaning as ascribed to it in Para 7.1 hereof.
- (l) "**Government**" means the Government of the State of Uttar Pradesh.
- (m) "**Group Housing Project**" shall have the meaning as ascribed to it in Recital A.
- (n) "**Group Housing Project Land**" shall have the meaning as ascribed to it in Recital A.
- (o) "**Interest**" shall have the meaning ascribed to it in Para 1.7.
- (p) "**JIL**" shall mean Jaypee Infratech Limited, a special Purpose Vehicle incorporated for implementation of the Yamuna Expressway Project.
- (q) "**Maintenance Agreement**" means the agreement to be executed between the Maintenance Agency and the Allottee(s) / Association of Allottees for maintenance of the Common Areas and facilities in the Project thereof by the Maintenance Agency.
- (r) "**Maintenance Agency**" shall have the meaning as ascribed to it in the Para 11.2 hereof.
- (s) "**Party**" unless repugnant to the context, means a signatory to this Agreement and "Parties" unless repugnant to the context, means a collective reference to all the signatories to this Agreement.
- (t) "**Person**" includes any individual, sole proprietorship, partnership firm, unincorporated association, unincorporated syndicate, unincorporated organization, trust, HUF, body corporate, company (private /

Promoter

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public limited / listed / unlisted), society and natural person(s) in his capacity as trustee, executor, administrator or other legal representative.

- (u) **"Project"** shall have the meaning ascribed to it in Recital A.
- (v) **"Project Land"** shall have the meaning ascribed to it in Recital B.
- (w) **"Payment Plan"** shall have the meaning as ascribed to in Para 1.4.
- (x) **"Reserved Car Parking Space"** shall mean parking slots reserved for the said Apartment in terms of Recital G and Recital GG.
- (y) **"Rules"** means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- (z) **"Regulations"** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016. **"Section"** means a section of the Act.
- (aa) **"State"** means the state of Uttar Pradesh.
- (bb) **"Total Price"** shall have the meaning as ascribed to it in Para 1.2.
- (cc) **"U.P Apartment Act"** means Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and rules made thereunder.
- (dd) **"YEIDA"** shall mean Yamuna Expressway Industrial Development Authority

WHEREAS:

- A. **WHEREAS**, The Government of Uttar Pradesh constituted the Taj Expressway Industrial Development authority , vide GoUP Notification No. 697 / 77-04 – 2001 – 3 (N) / 2001 dated 24th April, 2001 (name changed to Yamuna Expressway Industrial Development authority,(hereinafter referred to as the **"YEIDA"**) vide GoUP Notification No.1165 / 77 – 04 – 08 – 65N / 08 dated 11th July, 2008 under the U.P. Industrial Area Development Act 1976, presently having its principal office at 1st Floor, Commercial Project, Block-P-2, Sector-Omega-1, Greater Noida, District Gautam Budh Nagar-201308, U.P.
- B. **WHEREAS** YEIDA transferred on lease a plot of land admeasuring 25 million square meters to Jaypee Infratech Limited (**JIL**) for implementation of the Expressway Project, more specifically for commercial, amusement, institutional and residential development alongside the Expressway, including 5 million square meters of land at Greater Noida/Noida. Out of the 5 million square meters of the leased land, 434.35 Hect. (1072.84 acres) land falls in sectors 128, 129, 131, 133 and 134 (hereinafter **"Leased Land"**).
- C. **WHEREAS** JIL has been granted an unfettered right to transfer the whole or any part of the Leased Land, whether developed or undeveloped, by way of plots or constructed properties, or otherwise dispose of its interest in the said land or any part thereof to any person in any manner whatsoever, without requiring any consent or approval of YEIDA or any other authority.
- D. **WHEREAS** In pursuance thereof, JIL agreed to assign the development rights on the piece of land being pocket no. B-56, having area of 4028 sq. mtrs. (hereinafter referred to as **"Subject Land"**) in favour of the Promoter vide assignment agreement dated 07.05.2018 for the construction and development of a group housing project on the Subject Land.
- E. **WHEREAS** the Promoter has subsequently assigned the construction and development rights of the Subject Plot to the Developer herein vide Agreement dated _____, for a consideration and on the terms as agreed and encapsulated therein. The Developer is in the process of constructing and developing the group housing project by the name and style of **"Page 3"** (hereinafter **"the Project"**) on the subject land in terms of the said agreement.
- F. The Promoter has obtained requisite permission the development of residential units on the project land from the concerned authorities and the unit(s) sold to the allottee herein shall, as such, be only used for residential usage as an apartment and the unsold units may sold by the promoter for residential purposes as per the lease deed.
- G. The Parties are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which Project is to be constructed have been completed;
- H. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the apartment or building, as the case may be, from the relevant and competent authorities. The map/ site plan of the Project has been approved by the competent authority vide approval letter dated _____. The Promoter/Developer agrees and undertakes that it shall not make

Promoter

Developer

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any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

- I. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Gautam Buddha Nagar on _____ under registration No. _____-;
- J. The Allottee, after examining and checking the right, title, location, permissions and approvals, features, specifications, and limitation in the Project Land and the Project being developed by the Promoter, had applied for an apartment in the Project vide application/booking form No. _____ dated _____ (hereinafter referred to as "**Booking Form**") and has been allotted apartment No. _____ having carpet area of _____ square meters (_____ square feet), on _____ floor in tower No. _____ ("**Building**"), as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and deed of declaration submitted before the concerned authority (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**). The Allottee(s) has been allocated slot no. in the open parking / mechanical parking area, the price of which has been included in the basic costs, however the same has been segregated in the booking forms as parking costs for the purpose of clarity. The promoter/Promoter have however retained the rights to provide various schemes to allottees to offer discount/waiver with respect to this element of the basic costs. The usage of the common areas shall be in terms of clause B & Clause C hereinabove.
- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- L. That since the construction and development rights in respect of the subject land has been assigned to the Promoter by JIL and subsequently the Promoter has entered into an agreement with the Developer, therefore Angel Park Promoters LLP is signing the present Agreement as the Developer of the Project.
- M. The Allottee(s) has taken inspection of the site, and seen and carefully examined all deeds/documents / papers in relation to the project & said apartment, including but not limited to the agreement, title documents, lay-out plans, building plans, sanctions, and other approvals, unit / floor plans and documents of the Project and has understood and satisfied himself about the rights and interest of the Promoter in the Project Land and its rights to develop, construct and market independent units in the said Project, and have full knowledge the rules and regulations, laws applicable to the said Project in special and obligations and limitation of the Allottee(s) in respect thereof have been explained by the Promoter and understood by the Allottee(s). The Promoter has informed, and the Allottee(s) after having fully acquainted himself with the aforesaid facts has clearly understood and accepted, the rights of the Promoter in the Project and Project Land. The Allottee has further understood the limited common area clause as set out hereinabove in clause B & Clause C.
- N. The Allottee(s) acknowledges that he/she/it has inspected all the relevant documents and has also obtained all clarifications with respect to the Project/Project Land from the Promoter, and that the Allottee(s) unequivocally confirms that no further investigation in this regard is required by the Allottee(s). The Allottee(s) further confirms that he/she/it is fully satisfied about the land development rights of the promoter/developer and the fact that the Promoter/developer is entitled to develop, construct, promote, brand, market and sell the Project, receive applications for booking and make allotment of Apartment/units, formulate terms and conditions for provisional allotment to receive the costs and charges as may be payable for the Apartment/units, negotiate, finalize, sign and execute this Agreement and execute all such other documents as may be required or as may be deemed necessary and otherwise to do all such acts, deeds or things as may be necessary in relation thereto.
- O. The Allottee(s) has seen and accepted the plans, designs, modifications regarding common areas and specifications of the said Project as well as of the Apartment and agrees and acknowledges the right of the Promoter to effect such variations, additions, alterations, deletions and modifications therein as are required for the betterment of the Project and to be done in accordance with the Applicable Laws and / or directions of any competent governmental authority. The Allottee(s) hereby consents to all such variations, additions, alternations, deletions and modifications. Such consent letter as signed by the allottee(s) is annexed herewith as Annexure-3.
- P. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

Promoter

Developer

Buyer/Allottee

- Q. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, statutory provisions applicable to the Said Project including but not limited to the terms and conditions of the said Lease Deed etc., applicable to the Project, and that the Allottee(s) has clearly understood the Allottee(s) duties, responsibilities there under, and agree to abide by the same;
- R. The Allottee(s) acknowledges that he/she/it has not been influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Promoter & its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition of the said Project and the said Apartment (including the size and dimensions and any other physical characteristics thereof), the services to be provided by the Promoter, the estimated facilities/amenities to be made available to the Allottee(s) or any other data except as specifically represented in this Agreement and the Booking Form and that the Allottee(s) has relied solely on his own judgment and investigation(s) in deciding to enter into this Agreement to purchase the said Apartment. No oral or written representations or statements (except as set out herein) made by or on behalf of any Party, shall be considered to be part of this Agreement and that this Agreement shall be self-contained and complete in itself in all respects.
- S. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- T. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Apartment and the garage/covered parking (if applicable) as specified in Para G.

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:

TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement and the recitals, the Developer agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Apartment as specified in Para ____ above. A brief description of the Apartment is attached as **Schedule-A**, and the floor plan of the Apartment is annexed hereto and marked as **Schedule B**. Both the parties confirm that they have read and understood the provisions of the Act.
- 1.2 The Total Price for the Apartment which includes the booking amount paid by the allottee was sold in terms of the Super Area which is as under the calculation thereof in terms of the carpet area is **Rs. _____ (Rupees _____ Only) ("Total Price")**. The breakup of Total Price is provided in **Annexure 2** attached hereto.

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Allottee(s) to the Developer towards the Apartment;
- (ii) The Total Price above excludes taxes (consisting of tax paid or payable by the Developer by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) up to the date of offer for handing over the possession of the Apartment to the Allottee(s) after obtaining the part completion certificate or similar applicable approval (as applicable for the Building/Project) granted by competent authorities;;
- (iii) The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Developer within the time and in the manner specified in the Payment Plan [**Schedule-C**]. In addition, the Developer shall provide to the Allottee(s) the details of the taxes, charges, levies, fees etc., payable or demanded along with the acts/rules/notifications together with dates from which such taxes, charges, levies, fees etc. have been imposed or become effective;

Promoter

Developer

Buyer/Allottee

- (iv) The Total Price of Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring and electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project as more clearly detailed in **Annexure 2** attached hereto.
- (v) The Total Price further excludes the electrical substation charges, electricity connection charges, electrical meter charges, water connection charges, IGL connection and IGL infrastructure charges, sewerage connection charges, , club membership/ usage of club facilities, Interest Free Maintenance Security Deposit (IFMSD) etc., and would be charged extra as demanded by the Developer. Further, it is clarified that in the event the Developer makes or is liable to make any payment/charges for any shared facilities, amenities, common areas and facilities etc., of the Project then the Allottee(s) shall be liable to pay such payments/charges on proportionate basis in addition to the Total Price as per demands raised by the Developer, which demand shall be final and binding on the Allottee(s). It is further clarified that any other statutory deposits, demands and/or charges made/payable by the Developer to the Authorities in relation to agreements, development, Apartment, electricity, disposal of garbage, water, sewer, road, and other facilities in the Project and/or Apartment shall be paid by the Allottee separately on proportionate basis as per the demand raised by the Developer.

1.3 **Purchase Price:**

- (i) The Allottee(s) hereby agrees to pay as per terms of this Agreement the purchase price , including the enhanced amounts due to increase on account of development charge (EDC & IDC), EEC & FFC charges, fees and any other cost, taxes, charges, cess, levies, fee etc., payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time including without limitation enhancement of compensation payable to the farmer(s)/ erstwhile Developers for acquisition of their land by relevant land acquiring/ land allotment authority or for any other reason. The Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in or imposition of new/fresh, development charges, fee, cost, taxes, charges, cess, levies etc., imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments, and the demand made by the Developer to the Allottee(s) on proportionate basis with regard to the development charges, costs, charges, cess, levies etc., shall be final and binding on the Allottee, the prices may be enhanced on account of the escalation in the raw material and labour charges as also any other input to be used in the project; Provided that if there is any new imposition or increase of any development charges, fee after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, for the period post the scheduled date of completion, the same shall not be charged from the Allottee, save and except in case of delay in completion due to Force Majeure conditions.
- (ii) (The Allottee(s) also agrees that if any additional external and/or peripheral services are provided by the Central / State Government, local or other authority in or around the Project Land and/or for any bigger zone and charges are levied in respect of the same, then Allottee(s) shall also be liable to pay such charges to the Developer on proportionate basis as per demand raised by the Developer in addition to the Total Price.
- (iii) The Allottee(s) agrees that any levies, charges, taxes, fees, duties house tax, water tax, sewerage tax, municipal tax, wealth tax, service tax or any other taxes or charges, of any nature whatsoever, in respect of the Unit, demanded by the competent authority, whether retrospectively or prospectively, after the date of offer for taking over possession of the Unit has been given by the Developer to the Allottee, the same shall be paid by the Allottee(s) on demand,

Promoter

Developer

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without any recourse to / liability on the Developer/Promoter. In the event the Developer/Promoter has already made the payment and/or is required to make payment of such levies, charges, taxes, fees, house/property tax, duties etc., to the competent authorities, then the Allottee(s) shall be liable to reimburse the same on proportionate basis (alongwith Interest) as per demand raised by the Developer. As and when the Unit is assessed separately, the Allottee(s) shall pay applicable taxes, cesses, levies and charges etc., to the competent authority(ies) on demand being raised by such competent authority(ies), without any liability on the Developer/pPromoter.

- (iv) The Allottee(s) agrees that if the development charges, cost, charges, fees, levies, etc., or any increase thereof if not paid, then the non-payment of such cost, charges, fees, levies etc., shall be treated as unpaid consideration as per this Agreement and the Developer shall be entitled to levy interest, penalty and/or cancel the allotment and terminate this Agreement.
- (v) The Allottee(s) also agrees that if deemed necessary by any provision of the existing and future laws, guidelines, directions etc., of any Government authority or the competent authorities made applicable to the said 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., then the cost of the such additional devices, equipment, facilities or up-gradation etc., and / or increase in any type of securities to be paid by the Developer / Allottee, increase in deposits and charges and increase therefor 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 Developer.
- (vi) The Allottee also agrees that If deemed necessary by 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 Unit / Project or any phases in the 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., then the cost of such additional devices, equipment, facilities or up-gradation, and/or increase in any type of securities to be paid by the Developer/Allottee, 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 on proportionate basis, as and when demanded by the Developer;

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**. In case of delay on the part of the Allottee in making payment of the Consideration as per the Payment Plan opted by the Allottee and / or other charges required to be made in accordance with the timelines indicated herein, then, without prejudice to the Developer's rights to terminate this Buyer's Agreement, the Allottee shall be required to pay interest to the Developer on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% (unless provided otherwise under the Rules) per annum from the due date (in respect of such amounts) in relation to all such outstanding amounts/payments till the date of due and final settlement of all amounts payable (including interest thereon), which the Developer shall be entitled to demand from the Allottee(s) additionally from time to time and which demand shall be final and binding on the Allottee(s). However, the Developer may at its sole discretion raise/demand for Interest on delayed payments by the Allottee(s) along with final demand raised on the Allottee(s) at the time of offer of possession of the said Apartment. The delayed demand for payment of interest would in no manner be construed as a waiver of the interest applicable and the amounts would remain due as part of continuing cause of action.

1.5 The timely payment of Consideration and other dues as more particularly described in the Application Form and SCHEDULE-.....C of this Buyer's Agreement is an essential prerequisite to the execution of the Indenture of sub lease deed. However, in case the allottee fails to make payments to the Developer as per the payment plan as specified in Annexure-A, the same shall disentitle the allottee from claiming

any interest/compensation of delay penalty from the Developer. The Allottee hereby agrees and understands that, notwithstanding anything stated hereinabove, failure of the Allottee to comply with the terms of payment of the Consideration shall entitle the Developer to terminate the Allotment, refuse to execute the Indenture of Sub-Lease Deed and forfeit the Earnest Money. The Developer shall, upon cancellation, be free to deal with the said unit in any manner, whatsoever, at its sole discretion. The amount(s), if any, paid over and above the Earnest Money is refundable to the Allottee by the Developer/Company without any interest thereon in the manner. The terms of this Clause should not be construed to prejudice the rights of the Developer/Company to take any other actions against the Allottee as it may deem appropriate under applicable Law.

- 1.6 It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** in respect of the Apartment, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act or as per approvals/ instructions/guidelines of the competent authorities. Provided that the Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act or as per approvals/instructions/ guidelines of competent authorities. The restriction to the usage of the common area as set out herein shall remain binding upon the allottee as having been previously explained and understood between the parties and having been so expressly agreed to between the parties
- 1.7 The Developer shall confirm the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the part completion certificate/ or similar applicable approval (as applicable for the Building/Project) is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Developer. If there is reduction in the Carpet Area then the Developer shall refund the excess money paid by Allottee(s) within forty-five days, unless provided otherwise in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area of the Apartment, allotted to Allottee, the Developer may demand that from the Allottee(s) as per the next milestone of the Payment Plan [**Schedule-C**]. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in para 1.2 of this Agreement. The allottee agrees that there may be a variation of in the carpet area/ super area by 3-5% and that the same shall not be objected to by the allottee and in case the same is increased, the allottee shall be liable to make additional payments as may be due and liable for the same as per the prevailing norms.
- 1.8 Subject to Para 9.3 the Developer agrees and acknowledges, the Allottee(s) shall, upon execution of the conveyance deed/sub-lease deed, have the right to the Apartment as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
 - (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 maintenance charges and the compliance of applicable rules and regulations and upon terms and conditions mentioned in the Maintenance Agreement. The use of Common Areas and facilities shall be subject to such rules and regulations as prescribed by the Developer or Association of Allottees which shall be followed by the Allottee(s) and other occupants of the Apartment. It is clarified that the Developer shall hand over the Common Areas to the Association of Allottees/ Association of Group Housing Project or competent authority, as the case may be, after duly obtaining the completion certificate for the Project from the competent authority;
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges (IDC), external development charges (EDC), Taxes, cost of providing electric wiring,

electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges (as per Para 11 etc.) and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project as more clearly detailed in **Annexure 2** attached here to.

- (iv) The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case may be.

- 1.9 It is also made clear by the Developer and the Allottee(s) agrees that the Project is being developed as per layout plan sanctioned for group housing project, and thus may not be treated as an independent, self-contained Project covering the said Land and may form part of any other project or zone and form a part of and/or linked/combined with any other project in its vicinity or otherwise for the purpose of integration of infrastructure, amenities and facilities for the benefit of the allottee(s)/occupants of the Project. It is further clarified that Project's facilities and amenities other than declared as independent areas or Limited Common Areas and Facilities in deed of declaration to be filed by the Developer under the U.P. Apartment Act, will be available only for use and enjoyment of the allottees/ occupants of the Project. It is clarified that in the event the Developer makes or is liable to make any payment/charges for any shared facilities, amenities, common areas and facilities etc., of the group housing project, then the Allottee(s) shall be liable to pay such payments/charges on proportionate basis as per demands raised by the Developer, which demand shall be final and binding on the Allottee(s).
- 1.10 The Developer/Promoter agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer/Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Developer/Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11 The Allottee(s) has paid a sum of **Rs. _____ (Rupees _____ only)** with taxes as being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Developer hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Apartment/ as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Developer within the time and in the manner specified therein. Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay Interest at the rate prescribed.
- 1.12 It is clarified that the payment sequence as given in Payment Plan [**Schedule C**] can be modified /altered depending upon the advice of the technical team / architects of the project. The brickwork can be raised and completed floor wise in towers irrespective of completion of upper floors. In case brickwork is completed in a particular floor first, then the demand of brick work can be raised earlier than the time schedule as mentioned in the said Payment Plan.
- 1.13 **COMMON AREA (EXCLUSIONS AND USAGE):**
- (i) The Allottee(s) agree and acknowledges that it/he/she/they shall not have any ownership right on the areas falling in other parts/ projects of the Group Housing Project. Further, the Allottee(s) also shall not have any ownership right on the areas declared as independent areas or Limited Common Areas and Facilities in the Project in the declaration filed by the Developer under U.P. Apartment Act. The right to use such independent areas and Limited Common Area and Facilities shall be limited to the allottee(s) who have been specifically authorized to use such independent areas / Limited Common Areas and Facilities. The Developer shall be entitled to regulate the

usage of the independent areas and Limited Common Areas and Facilities and further manage, deal and dispose the same as it may deem fit.

- (ii) Further, the ownership of facilities, amenities, commercial premises and other independent areas, etc., in Buildings and/or Project shall be with the Developer, and the Developer shall be free to deal with, manage and dispose of the same on such terms and conditions, as it may deem fit, including their usage and manner/method of use, disposal etc., creation of rights, in favour of any third party/ person by way of sale, transfer, sub-lease, joint venture, collaboration or any other mode including transfer to government, semi-government or to any other person.
- (iii) The Allottee(s) acknowledges and agrees that the Allottee(s) has not paid any amount towards any area, facilities, amenities, commercial premises / buildings, institutional area, and other independent areas etc., in the other areas/projects of the group housing project, and as such he/she/it shall not have any ownership right and title in any such facilities, amenities, commercial premises / buildings, institutional area, and other independent areas etc., in the other areas/projects of the group housing project.
- (iv) The Allottee(s) also acknowledges and agrees that he/she/it shall not have any right to interfere in / obstruct / hamper (i) the operation and management of the independent areas in the Project and/or (ii) in creation of any third party rights by Developer 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.
- (v) That the Allottee(s) agrees and undertakes that he/she/it shall not at any time, create any hindrance/obstruction/interference in the construction and development of other areas in the Project/Group Housing Project, and shall not object to the Developer's development /construction or continuing with the development of the Project Land.
- (vi) That the Allottee(s) agrees and undertakes that he/she/it shall have no right to withhold any payments or not take possession of the Apartment (i) on account of inconvenience, if any, which the Allottee(s) may suffer due to any development/construction activities or other incidental /related activities in the vicinity of the Apartment or anywhere else in the Project/Group Housing Project, (ii) on account of any litigation / dispute between the Allottee(s) and Developer/ Maintenance Agency etc., and/or (iii) on the ground that the infrastructure/facilities /amenities to be developed in the Project are not completed.
- (vii) It is made clear by the Developer and agreed by the Allottee, that the Developer is responsible only to undertake the development within the boundaries/periphery of the Project and shall not be liable for any development/progress outside the said Project. It is also clarified all land(s) earmarked by the Developer in the lay out 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 on such lands.

1.14 **RESERVE CAR PARKING SPACE:**

- (i) It is made clear by the Developer and the Allottee(s) agrees that the Apartment along with Reserved Car Parking Space shall be treated as a single indivisible unit for all purposes. The Reserved Car parking is available inside the Project and the Allottee(s) agrees that car parking shall not have independent legal entity detached from the said allotted Apartment. If the Allottee(s) transfers his Apartment to any third person then the allocated Reserved Car Parking Space shall automatically stand transferred in the name of that transferee. The Allottee(s) agrees that the allocated Reserved Car Parking Space is only for right to use.

Promoter

Developer

Buyer/Allottee

- (ii) The Allottee(s) undertakes not to sell/transfer/deal with or part with possession of the Reserved Car Parking Spaces independent of the said Apartment and further undertakes that he shall not modify or make any changes or cover or raise any construction /barricading on the Reserved Car Parking Space(s) or divert the usage of the said Reserved Car Parking Space(s) in any manner whatsoever at any point of time.
 - (iii) The Allottee(s) may apply for additional parking space(s) in addition to the Reserved Parking Space(s) and the same may be provided by the Developer, subject to the availability of additional parking space(s), on the then prevailing rates and the Allottee(s) undertakes to pay charges for such additional parking space(s) as per demand raised by the Developer. The Allottee(s) undertakes to park his vehicle in the Reserved Car Parking Space(s) and not anywhere else in the Project.
 - (iv) The location of the Reserved Car Parking Space shall be identified and allocated by the Developer at the time of handover of possession of Apartment to the Allottee, subject to statutory rules and regulations.
 - (v) The Allottee(s) agrees and confirms that in the event of cancellation or resumption of the said Apartment under any of the provisions of this Agreement, the Reserved Car Parking Space(s) 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 Reserved Car Parking Space(s) shall be initiated or followed by the Developer independently in respect of the said Apartment in any manner whatsoever.
 - (vi) The Allottee(s) understands and acknowledges that the service areas / basements in the Project are reserved/earmarked by the Developer for services, use by maintenance staff earmarked by the Developer to house services including but not limited to electric sub-station, transformer, DG set rooms, water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc., and the Allottee(s) shall not use such areas for parking or any other purpose, of any nature whatsoever. All Paras pertaining to allotment, use, possession, forfeiture, cancellation etc., of the Apartment shall apply mutatis mutandis to the Reserved Car Parking Space(s). The liability to pay for the maintenance charges as may be levied from time to time by the Maintenance Agency/ Developer on such Reserved Car Parking Space(s) shall be the responsibility of and payable by the Allottee. Any violation of this condition shall be a breach of this Agreement by the Allottee.
- 1.15 The Allottee(s) agrees and confirms that in the event allotment of the said Apartment/ unit is cancelled, for any reason whatsoever, then the Developer shall be entitled to re-book, allot, sell, lease, sub-lease, transfer, deal with and / or dispose off the said Apartment, without any interference or objection from the Allottee, irrespective of the fact that whether the Allottee(s) has executed a cancellation deed and other cancellation documents or not, and the Allottee(s) undertakes to provide requisite assistance and co-operation including signing of all document, agreements, etc., as may be required by the Developer in this regard. The Allottee(s) undertakes to keep the Developer indemnified and harmless in this regard.
- 1.16 That the Developer may undertake to complete the construction of the said Project in a single composite phase or in more than one phase if any. In case project is developed in more than one phase, the completion certificate for each phase may be sought by the Developer from the competent authorities separately for each phase and accordingly the possession in the said Project will be handed over in phases to the allottees. Whereas the Developer will ensure that each phase is isolated, to the extent possible, from other phases of construction in the said Project, the allottee will not be entitled to refuse to take over the possession of his apartment in the phase already completed, merely on the ground that the construction work in other phases is going on. The Allottee understands and agrees that in case of development of the Project in phases, there may be construction activities on the Project Land in future even after completion of said Building / offer of possession of the Apartment to the Allottee, and the Allottee undertakes (i) that it shall not at any time, create any hindrance/obstruction/interference in the construction

and development of other phases/areas in the Project, and shall not object to the Developer's development / construction or continuing with the development of the Project Landin phases and other adjoining land as permissible, in any manner, and (ii) not object or raise any claim, demand, etc., towards any inconvenience faced by him due to such construction activities. Further, the Allottee shall have no right to withhold any payments (i) on account of inconvenience, if any, which the Allottee may suffer due to any development/construction activities or other incidental /related activities in the vicinity of the Apartment or anywhere else in the Project , and/or (ii) on the ground that the infrastructure / facilities / amenities to be developed other phases of the Project are not completed.

- 1.17 The Allottee acknowledges and confirms that several facilities and amenities have been developed as part of phase(s) already developed by the Developer or will be developed by the Developer as part of subsequent phases, and that such facilities and amenities (i.e. facilities and amenities in other phases of the Project) will be available for use to the Allottee (along with other allottees / occupants of other parts of the Project). The facilities and amenities, which are proposed in subsequent phases, will be available for use to the Allottee (along with other allottees / occupants of the Project) only after completion of the respective phases in the Project. The use of Common Areas and other facilities and amenities in the Project and other phases of the Project shall be subject to the terms and conditions of this Agreement and other policies, guidelines, rule and regulation etc., framed by the Developer / Maintenance Agency / Association of Allottee(s) , from time to time, in this regard, and payment of Maintenance Charges, fees, etc.
- 1.18 The Allottee hereby further agrees that non-completion or non-operation of clubhouse, or any facility in the clubhouse or any other facilities to be developed in the Project shall not be a ground for not taking possession of the said Apartment or withholding any payment. The Allottee further acknowledges and agrees that other phases in the Project and Common Areas, facilities, amenities in such phases will be developed by the Developer, at its discretion, as per applicable and permissions and applicable laws. The Allottee confirms that he/she/it has booked the said Apartment in the Project basis the Common Areas, facilities and amenities to be developed in the Project, and in case there is any delay in development or failure of development of future phase(s) in the Project (including Common Areas, facilities and amenities in such future phases), the Allottee shall not make and claim, demand, etc., on the Developer in this regard.

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] through A/c Payee cheque / demand draft / bankers cheque / cheque payable at Delhi / NCR in favour of “_____” payable at Par or through RTGS/ NEFT or other online payment methods based on details provided by the Developer from time to time.
- 2.2 For all payments through A/c Payee cheque / demand draft / bankers 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 to the Developer regarding debit from his bank account shall be credit 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 on the date of such intimation by the Allottee post actual credit of the amount in the bank account of the Developer. In case of outstation cheque/demand draft or wire transfer, any charges including collection charges debited by bank, shall be borne by the Allottee and will be debited to the Allottee's account. Further, the Developer is not and shall not be liable for any currency exchange rate given by the bank (in case of foreign remittance). Developer will credit Allottee's account with the amount credited in Developer's account.
- 2.3 All the payments to be made by the Allottee shall be subject to realization of Cheque/ Demand draft etc. In case of dishonor 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 Developer, the Developer shall be entitled to and the Allottee shall be liable to pay the equivalent cheque amount along with the delayed interest and applicable bank charges to the Developer. In case of first time of cheque being dishonored, an amount as agreed between the parties or disclosed in the BBA/in terms of the booking form to the Allottee account in addition to the bank charges. In the event of subsequent dishonor, an additional sum as agreed between the parties or disclosed in the

BBA/in terms of the booking form would be debited to the Allottee's account in addition to the bank charges. This is without prejudice to the right of the Developer to terminate this Agreement as a breach on the part of the Allottee.

- 2.4 The Allottee shall be issued a receipt by the Developer against the delivery of every demand draft / cheque/online payment issued by the Allottee subject to the clearance of the payment. The receipt of the payment shall be issued by the Developer in the name of the Allottee, irrespective of the fact that payment is being made by any other Person or from any other account.
- 2.5 The Allottee further agrees that except as specifically expressed under this Agreement, the Developer is not required to send reminder/notices to the Allottee in respect of the payment obligations and other obligations of the Allottee as set out in this Agreement to be met by the Allottee, and the Allottee is required to adhere to the timelines and comply with all its obligations on its own.
- 2.6 The Allottee shall make the payment to the Developer after deducting Tax Deduction at Source ("TDS") as may be applicable and at the rate specified by the concerned governmental body or appropriate authority from time to time. At present TDS of _____ of sale consideration and cost of construction shall be paid by the Allottee as per the provision of Section 194 IA of the Income Tax Act. The Allottee shall issue a certificate of deduction of tax in the prescribed form to the Developer within 15 (fifteen) days from the date of deduction. The amount shall be credited to the account of the Allottee on submission of proof of payment/deposition of "TDS on purchase of property" to the govt. account and TDS certificate in Form-16 B. The payment/s made by the Allottee shall be deemed to be made after due compliance of all TDS, Service Tax / GST, VAT and/or any other taxes as may be applicable and the Developer shall not be under any liability/obligation to ensure the compliance of the same by the Allottee
- 2.7 All payments in respect of the Total Price and / or any other charges shall be made by the Allottee(s) in the name of the _____, unless otherwise specifically informed by the Developer to the Allottee. The Developer shall not be responsible/accountable for any payment made in cash or through cheque to agent/ broker/channel partner/ any third person. The Developer shall also not be responsible /liable for any assurances, promises etc., given by agent/ broker/ channel partner/ any third person regarding Apartment /Project, Payment Plan, cost of the Apartment, facilities in the Apartment etc., which are not authorized by the Developer and/or is not given in the sale brochure, Booking Form and in this Agreement regarding the Apartment. It is herein clarified that if the Allottee(s) makes payment through cheque, and cheque is dishonored due to any reason whatsoever, the Developer shall be entitled to an amount as agreed between the parties or disclosed in the BBA/in terms of the booking form on per instance basis from the Allottee(s) as fine/penalty in addition to the penalty which may be imposed by the bank as a consequence of such default by the allottee.

3. EARNEST MONEY:

- 3.1 The Allottee has entered into this Buyer's Agreement on the condition that out of the amount(s) paid/ payable by him for the said Unit allotted to him, the Developer shall treat ____% (____ Percent) of the Total Sales Consideration as earnest money to ensure fulfillment, by the Allottee, of the terms and conditions as contained in the application and this Buyer's Agreement.
- 3.2 The Allottee hereby authorizes the Developer to forfeit the amounts paid/payable by him, the earnest money as aforementioned together with any interest paid, due or payable, any other amount of a non-refundable nature including brokerage paid, if any, by the Developer to the brokers in case of booking is done through a broker in the event of the failure of the Allottee to perform his obligations or fulfill all/any of the terms and conditions set out in this Buyer's Agreement.
- 3.3 The Allottee agrees that the conditions for forfeiture of earnest money shall remain valid and effective till the execution and registration of the sub-lease deed for the said Unit and the Allottee hereby authorizes the Developer to effect such forfeiture with written notice to the Allottee and the Allottee has agreed to this condition to indicate his commitment to faithfully abide by all the terms and conditions contained in this Buyer's Agreement.

Promoter

Developer

Buyer/Allottee

- 3.4 In case the Allottee has given a written notice to cancel the allotment of the Unit/ Agreement/ booking, then in that event the Developer shall be entitled to cancel the allotment and forfeit the earnest money and the balance amount, after making deductions, if any, in accordance with law shall be refunded by the Developer without interest after adjustment of interest accrued on the delayed payment(s), if any, due from the Allottee and deduction of brokerage paid to broker, if any. **It is agreed by the allottee that the refund in case of cancellation of the unit at the request of the allottee shall be subject to the allottee submitting all original documents executed with the Developer with respect to the allotment of the respective unit.**

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 4.1 The Allottee, 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 Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. In case the permission for the acquisition of the Apartment is not granted to the Allottee(s) the amount received by the Developer will be refunded in full to the Allottee(s) without any interest and compensation. 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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 4.2 The Developer accepts no responsibility in regard to matters specified in Para 4.1 above. The Allottee(s) shall keep the Developer 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 Developer immediately and comply with necessary formalities, if any, under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee(s) only.
- 4.3 The Allottee shall remain solely, absolutely and directly responsible for any third party payment that the Developer may receive against the Apartment. The Developer is not privy to any understanding between the Allottee and the third party making payment on behalf of the Allottee and the Allottee shall be responsible for all compliances with applicable laws in this regard. Notwithstanding the source of any payment, the Developer shall issue the payment receipts only in favour of the Allottee and notwithstanding any such arrangement, under all circumstances, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due even in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing any payment for the said Apartment. Any delay, shortfall in or denial of any payment to the Developer shall be to the risk and consequence of the Allottee in terms hereof. In addition, Developer shall not be liable, responsible or accountable to any bank/financial institution for the refund of any monies advanced on behalf of the Allottee and the responsibility of the Developer under any such tripartite agreement shall, subject to performance of the terms hereof by the Allottee, be limited to facilitating the concerned bank/ financial institution/ company to take the original executed Sub-Lease Deed. The Allottee shall be responsible and liable for making all payments to the persons from whom he has borrowed the money and shall indemnify and keep the Developer indemnified against all claims made against the Developer or the Apartment by such persons.

5. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

Promoter

Developer

Buyer/Allottee

The Allottee(s) authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee(s) against the Apartment, if any, in his/her name and the Allottee(s) undertakes not to object/demand/direct the Developer to adjust his payments in any manner. The Developer will be entitled to adjust and appropriate the amount paid by the Allottee(s) first towards interest on overdue payments and thereafter towards any overdue 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 upon him.

6. TIME IS ESSENCE:

The Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee(s) and the Common Areas to the Association of Allottees or the competent authority, as the case may be. Similarly, the Allottee(s) agrees that the timely payment of installments of the Total Price and other charges and performance of its obligations by the Allottee is essence of this Agreement as any delay would hamper the development of the Apartment, the Project and other phases in the Project, therefore the Allottee(s) shall make timely payments of the installment and other dues payable by him/her as per timelines provided in Payment Plan [**Schedule C**] and meeting the other obligations under the Agreement. In the event of delay in payment of any installment / charges payable by the Allottee in respect of the Apartment in terms hereof, which interest the Allottee(s) shall be liable to pay Interest to the Developer on the unpaid amount at MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules) per month, which Interest shall be payable from the date when such amounts become due for payment until the date of receipt by the Developer, as per demand raised by the Developer from time to time and which demand shall be final and binding on the Allottee(s). However, the Developer may at its sole discretion raise/demand for Interest on delayed payments by the Allottee(s) along with final demand raised on the Allottee(s) at the time of offer of possession of the said Apartment.

7. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Apartment 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 Developer. The Developer 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 Developer 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 competent authority and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act or as per approvals/instructions/ guidelines of the competent authorities, and breach of this term by the Developer shall constitute a material breach of the Agreement.

8. POSSESSION OF THE APARTMENT:

8.1 Schedule for possession of the said Apartment–

- (i) The Developer agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement.
- (ii) The Developer assures to make an offer for hand over possession of the Apartment after **obtaining either TOC (temporary occupancy certificate / Occupany certificate/ completion certificate) part completion certificate or similar approval(s)** (as applicable for the building/ Project) granted by competent authorities within timelines provided in the RERA registration for the Project with the Authority including extension thereof with an additional grace period of 12 months (with no delay penalty), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or spread of any epidemic or pandemic or any other calamity caused by nature and / or orders by any Court or other competent authorities, tribunal, commission, National Green Tribunal (NGT), board etc., government policy, guidelines, bye laws, decisions, agitation by the farmers with respect to the acquisition of land or otherwise in relation to any other subject

matter at the relevant time, or any other reason beyond the control of the Developer etc., affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment. The Allottee/s agrees and acknowledges that where the completion of construction of the Apartment and/or the handing over of the possession of the Apartment is delayed by any reasons beyond the control of the Developer including (without limitation), Force Majeure and delay in grant of part occupation/ completion certificate then no claim whatsoever by way of any damages / compensation shall lie against the Developer.

PROVIDED that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee(s) the entire amount received by the Developer from the allotment within one hundred and twenty (120) days from that date or such other extended period as may be provided in the Rules, subject to execution and registration of Cancellation Deed and other documents as may be required by the Developer for cancellation of this Agreement. The Developer shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement. The Allottee agrees that he/she/it/they shall not have or make any claim against the Developer or otherwise except for refund of money paid by the Allottee. Since the Project is developed in phases, it will be the duty of the Developer to maintain those common areas and facilities which are not complete and handover all the Common Areas and facilities to the Association of Allottees once all phases are completed. The Developer shall not charge more than the normal Maintenance Charges as defined in Para 11 from the Allottee.

- (iii) That the Developer shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions and the time period required for performance of its obligations shall stand extended. If in the opinion of the Developer the Force Majeure continues for a considerable time, then the Developer may in its sole discretion put the construction of the Project in abeyance and terminate/alter/vary the terms and conditions of this Agreement and in case of termination, the Allottee shall be entitled to refund of the Amount(s) deposited by the Allottee, without any interest or compensation whatsoever, provided the Allottee is not in breach of any of the terms of this Agreement.

8.2 **Procedure for taking possession -**

- (i) The Developer, upon obtaining the completion certificate or other similar approval (as applicable)* for the Building/ Project is granted by the competent authority, shall offer in writing the possession of the Apartment by issuing a written notice within a period of 60 (sixty) days from the date of issuance of part completion certificate*or other similar approval (as applicable) ("**Possession Notice**") to the Allottee in terms of this Agreement requiring the Allottee to complete the following requirements within 30 (thirty) days of the date of such Possession Notice ("**Possession Notice Expiry Date**") and complete such other documentary requirements as may be necessary and the Developer shall, after execution of all such documentation and receipt of all outstanding payments from the Allottee including all dues payable under this Application and the Agreement for Sale, permit the Allottee to execute conveyance deed / sub – lease deed in respect of the said Apartment and assume possession of the Apartment.
- (ii) The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, and documentation on part of the Developer. The Allottee, agrees to pay the Maintenance Charges as determined by the Developer / Association of Allottee(s), as the case may be after offer of possession of the Apartment has been given by the Developer after the issuance of the completion certificate or other similar approval(s) (as applicable) for the Building / Project granted by competent authorities. The Developer shall hand over the copy of completion certificate or other similar approval (as applicable) of the Apartment

/ Building / Project, as the case may be, to the Allottee at the time of conveyance / sub-lease of the same.

- (iii) The Allottee(s) shall be required to complete their full and final settlement and clear all pending dues, amounts, installments, charges, interest, etc., (as provided in the offer for handover of possession), and execute necessary indemnities, undertakings, Maintenance Agreement and the like as may be required or determined by the Developer in respect of the Apartment and in the formats prescribed by the Developer and to get the same stamped and registered, if required under applicable laws with the jurisdictional Sub Registrar of Assurances on payment of applicable stamp duty and other applicable charges directly by the Allottee, within a period of 1 (one) month from the date of Possession Notice given by the Developer.
- (iv) That it is agreed that before giving actual physical possession, the Allottee(s) shall be afforded an opportunity to make physical inspection of the allotted Apartment to get any deficiency/ damage/problem rectified by the Maintenance Agency. The Allottee confirms and acknowledges that after taking physical possession of the Apartment or receiving deemed possession, the Allottee(s) shall have no right or claim of any nature whatsoever in respect of any item of work(s) which the Allottee may allege as not completed or are not of any specific design or specifications, which may be said not to have been carried out or completed or for non-compliance of any designs, specifications, statutory approvals/NOC's, building material or for any other reason whatsoever.
- (v) That the allottee shall be deemed to have possession of the respective unit immediately upon expiry of the period of 7 days from the date of the intimation from the Developer about the furnishings and fixtures being completed as per the requirements of the allottee. The safety and security of the fixtures/ fittings/ furnishings in the said unit upon expiry of the stipulated period of seven days shall not be the responsibility of the Developer and the Developer shall not in any manner be responsible for the theft or any damaged caused to the fixtures/ fittings/ furnishings.
- (vi) After signing of check list and full and final payment of all pending dues, amounts, installments, charges, interest, etc., by the Allottee, a notice for purchasing requisite stamp duty and registration fee and execution of conveyance deed/ sub-lease deed shall be issued. The Allottee(s) shall deposit the stamp paper for the applicable stamp duty and the amount of the registration fee and any other legal charges as may be applicable to the Developer and obtain a no dues certificate from the Developer and thereafter the process of execution and registration of conveyance deed/ sub-lease deed will be done. The process of execution and registration of conveyance deed/ sub-lease deed will be done on first come first serve basis.
- (vii) Further it is agreed by the Allottee(s) that the possession of the allotted Apartment shall be given only after the payment of all dues by the Allottee(s) i.e. the Total Price, applicable Taxes, charges, fees, levies etc., and at the time of execution and registration of the conveyance deed/sub-lease deed of the Apartment.

8.3 **Failure of Allottee(s) to take Possession of Apartment –**

Upon receiving a written intimation from the Developer as per Para 7.2, the Allottee shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings, Maintenance Agreement, conveyance deed/sub lease deed, and such other documentation as prescribed in this Agreement and by making all the payments to the Developer of all charges, Interest, dues etc., as specified in this Agreement, and the Developer shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2 (i.e. on or before Possession Notice Expiry Notice), such Allottee shall be deemed to have taken possession of the Apartment and shall be liable to pay to the Developer holding charges at the rate as agreed between the parties or disclosed in the BBA/in terms of the booking form on per sq. ft. basis of Super Area of the Apartment (in case of apartment) for the date of Possession Notice till actual date of possession in addition to Maintenance Charges and Interest on delayed payments as specified in Para 7.2. In such case the

Developer shall not be responsible for any loss or damage to the finishes/fittings/fixtures in the Apartment occasioned due to failure of the Allottee/s(s) to take possession within the stipulated time.

- 8.4 **Possession by the Allottee(s)** – After obtaining the completion certificate or similar approvals (as applicable for the Building/Project) from competent authorities and handing over physical possession of the Apartment to the Allottee(s) as per Para 7.2, it shall be responsibility of the Developer to hand over the necessary documents and plans, including those relating to Common Areas, to the Association of Allottees or the competent authority, as the case may be, as per applicable law.

[Provided that, in the absence of any Applicable Law, the Developer shall handover the necessary documents and plans, including those relating to the Common Areas, to the Association of Allottees / Association of Group Housing Project or the competent authority, as the case may be, within thirty days after obtaining the part completion certificate (as applicable) for the Project].

8.5 **Cancellation by Allottee(s) –**

The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Developer, the Developer herein is entitled to cancel the allotment of the said Apartment, terminate this Agreement in respect of the said Apartment and forfeit the (i) Booking Amount, as per the definition clause, paid for the allotment, (ii) Interest liabilities of Allottee(s) on delayed / unpaid payments by the Allottee(s), (iii) interest and costs paid by the Developer in respect of brokerage paid / payable by the Developer, and (iv) statutory payments namely, GST, Service Tax, VAT, etc., paid by the Allottee. However, in case amount paid by the Allottee(s) is less than the aforesaid amount of 10% of the Total Price of the Apartment, the entire money paid by the Allottee(s) shall be forfeited by the Developer. The Developer shall return to the Allottee(s) the balance amount paid by the Allottee(s) on re-allotment of the said Apartment to subsequent new allottee / buyer. The refund of balance amount will be made to the Allottee on pro-rata basis as per payment received from new allottee / buyer. The Developer shall inform the previous Allottee(s) the date of re-allotment of the said Apartment and also display this information on the official website of UP RERA on the date of re-allotment. Provided further that notwithstanding anything contrary contained herein, the Allottee shall not claim, demand or request cancellation of booking / allotment of the said Apartment or withdraw from the Project after 60% construction of Project is achieved, as the same will adversely affect the development of the Project and rights of other allottees in the Project.

Notwithstanding anything contained to the contrary, pursuant to any cancellation/withdrawal of the Allotment, the Allottee/s(s) shall have no subsisting right, title, lien, claims or demands whatsoever against the Apartment, and the Developer shall, be fully entitled to sell and/ or deal with the said Apartment in any manner whatsoever at its sole discretion. The right to treat the units as vacant unit arise immediately upon the circumstances contemplated herein or as further covered under RERA without any further act to be done by the Developer or document to be received from the allottee. It is further agreed and understood that in case of withdrawal of booking the amount towards the club membership which is an additional facility and governed by the parent assignment agreement shall however stand forfeited in such circumstances.

8.6 **Cancellation Of Buyer's Agreement And Allotment:**

A. Events of Default:

- (i) Notwithstanding anything contained to the contrary in this Buyer's Agreement, it is specifically made clear to the Allottee that all defaults, breaches and/ or non-compliance of any of the terms and conditions of this Buyer's Agreement, shall be deemed to be events of defaults, which are liable for consequences stipulated herein. With a view to acquaint the Allottee, some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive:
- (ii) Failure to make payments within the time stipulated in the Schedule of Payments as given in ANNEXURE-C and failure to pay other deposits and amounts, including any amount agreed under this Agreement, interest or penalty, holding charges, non-occupancy charges, the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to

interest free maintenance security as demanded by the Developer or other agency appointed by the Developer, any other charges, deposits for bulk supply of electrical energy, taxes etc. as may be notified by the Developer to the Allottee under the terms of this Buyer's Agreement, and all other defaults of similar nature.

- (iii) Failure to perform and observe any or all of the Allottee's obligations as set forth in this Agreement or if the Allottee fails to execute any other deed / document/ Undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other Agreement with the Developer in relation to the said Unit.
- (iv) Failure to take notional possession of the Unit and/or execute the Sub-Lease Deed within the time stipulated by the Developer in its notice.
- (v) Failure to execute Maintenance Agreement and/or to pay on or before its due date the maintenance charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by the Developer, its nominee, maintenance agency, as the case may be.
- (vi) Assignment of this Agreement or any interest of the Allottee in this Agreement without prior written consent of the Developer.
- (vii) Dishonor of any Cheque(s) given by Allottee for any reason whatsoever.
- (viii) Any breach of the terms and conditions or omission or failure to perform the terms of this Buyer Developer Agreement, any other undertaking, affidavit / agreement.
- (ix) If the allotment of the said Unit has been obtained through misrepresentation and concealment or suppression of any material fact.
- (x) The Allottee has violated or violates any of the directions, rules and regulations framed by the Developer or the Maintenance Agency or by any statutory body or Competent Authority, including Government of Uttar Pradesh.

B. Consequences of default:

- (i) Notwithstanding anything contained in this Buyer's Agreement, upon the occurrence of any one or more event(s) of default under this Buyer's Agreement, the Developer may issue 30 days written notice calling upon the Allottee to rectify the default(s). If the default is not rectified within the notice period, this Agreement shall be cancelled by the Developer forthwith without any further notice and the Developer shall be entitled to forfeit the Earnest Money as specified in Clause 4 hereinabove along with the interest on delayed payments, paid, due or payable, any other amount of a non-refundable nature. It is clarified that upon such cancellation the Developer shall be released and discharged of all liabilities and obligations under this Buyer's Agreement and the Allottee shall have no right, title or interest in the said Unit in any manner whatsoever.
- (ii) Upon the termination of this Buyer's Agreement/ cancellation/ withdrawal of the Allotment following default by the Allottee, any amounts deposited or paid by the Allottee to the Developer, shall be refunded to the Allottee after sale of the said Unit to any intending Buyer, without the payment of any interest thereon, subject to the deduction of the earnest money together with any other amount detained under this Buyer's Agreement, service taxes paid/ payable to the govt. PROVIDED that the Allottee has submitted/returned all original documents executed with the Developer with respect to the allotment of the unit.
- (iii) Prior to the refund and release of any sums due to the Allottee hereunder, it is the sole responsibility of the Allottee to inform and specify to the Developer, each of the encumbrances,

Promoter

Developer

Buyer/Allottee

claims, outstanding and dues from the Allottee to any party in relation to the Unit, and obtain clearances (from all such persons) in relation to the same to the satisfaction of the Developer.

- (iv) Where any loan facility is availed of (by the Allottee), the Allottee shall obtain and provide to the Developer, written acknowledgment, and acceptance, by the bank and/or financial institution, that it is aware of the intention of the Allottee to terminate the Agreement, and undertaking an unconditional release to the Developer, that any such termination by the Allottee shall not result in any liability of the Developer towards any entity, including but not limited to the bank, in respect of any financial commitments of the Allottee; It is hereby agreed between the parties that though the project is marketable, the Developer is no way bound or obligated to either secure a loan, help in the process of obtaining a loan or carry out any additional processes, documentation for the purpose of the Allottee availing the loan. It is specifically understood that no obligation has been taken by the Developer to secure a loan in favor of the Allottee for the subject unit, nor is there any liability or undertaking given for any repayment/part payment of the loan availed by the Allottee subsequent to the parties entering into the agreement or even prior thereto. The Allottee shall remain bound to pay interest in terms of the Agreement for the booking irrespective of the fact that their payment is delayed on account of any sanctioning of the loan, payment of installment by the bank or any other circumstance. The liability of the allottee to make payment in terms of the schedule of payment is absolute.
- (v) It is hereby agreed by the parties that in the event of this Buyer's Agreement being terminated as aforesaid, the Developer shall be free to sell the Unit to a new Allottee, free of any rights of and/or liabilities / obligations towards the Allottee.
- (vi) **Re Allotment- Post Cancellation:** That if subsequent to the cancellation of the booking/allotment by the Developer on grounds of default in making payments, the allottee does wish to make good the defaults committed by the allottee in making the payments and have the allotment/ booking of the unit restored, the allottee will be required to make the requisite payments and the same shall be considered to be his/her application for re-allotment. Upon such payments being made, on the basis of the earlier booking form, the unit shall be restored in the name of the allottee and the agreement already entered into between the parties shall be treated as fresh agreement and the allotment shall be treated as fresh allotment. The monies already paid by the allottee shall be adjusted towards the earnest money deposit and the total cost of the allotted unit, keeping in view the cancellation of the allotment and after making the deductions, including but not limited to the forfeiture of the earnest money, penalties for delayed payments, late payment interest and any charge of non-refundable nature, etc. The re-allotment of the unit to the allottee as aforesaid shall be subject to the condition that the schedules under the contract for making payments by the allottee and handing over of possession shall stand revised from the date of re-allotment and the allottee will waive off his/her rights to claim any amounts whatsoever from the Developer.

C. Abandonment of the Project:

In case the Developer abandons the Project or part thereof due to any reason and unable to deliver the possession of the Space, the Developer's liability shall be only to refund the amount paid by the Allottee to Developer in respect of the Space with simple interest calculated @ MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules) per annum from the date of receipt of the amount. However, in case the Developer has to forsake the project due to the force majeure conditions as described in Clause 10.14 and Clause 34 of the present agreement, the Developer shall only be liable to refund to the allottee the amounts deposited by him and no interest/ penalty/ compensation of any nature shall be payable thereupon.

- 8.7 **Compensation** – The Developer shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Promoter

Developer

Buyer/Allottee

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a Developer on account of suspension or revocation of the registration under the Act; or for any other reason; Developer shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Developer shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Allottee(s) within forty-five days of it becoming due.

Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Developer shall pay the Allottee Interest for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Allottee within forty-five days of it becoming due. It is clarified that, notwithstanding anything contained herein, in case of abandonment of the Project by the Developer, the Allottee shall not be entitled to continue in the Project, and the Developer will refund the amount received by him in respect of the Apartment, with Interest after deducting the Taxes paid by the Allottee towards the Apartment in the manner as provided under the Act within forty five days of it becoming due.

8.8 The date of filing of application by the Developer for grant of completion / occupation certificate (as applicable) or other similar approvals with the competent authorities shall be presumed as the date of completion. That any delay on account of the authority for issuance of the part completion / occupation certificate (as applicable) or other similar approvals shall not be considered as any delay on account of the Developer, and the Developer shall not be liable for the penalty for delay in possession after the said date i.e. any claim for completion delay in possession will be confined upto the date of applying for grant of part completion / occupation certificate (as applicable) or other similar approvals only.

8.9 Further, notwithstanding anything contrary contained in this Agreement including Para 7.6, 9.1 and 9.2 of this Agreement, the compensation / penalty clause under the Booking Form, builder buyer agreement and/ or this Agreement shall not be applicable to those Allottee(s) who have booked their units under any special schemes including retainer-ship, assured returns etc. of the Developer.

9. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/PROMOTER:

9.1 The Developer/Promoter hereby represents and warrants to the Allottee(s) as follows:

[Note: Client to insert appropriate disclosure for making disclosing against the following representation so that it is not in breach of any representation]

- (i) The Developer/Promoter has the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no litigations pending before any Court of law or Authority with respect to the Project Land, Project or the Apartment;
- (iv) All approvals, licenses and permits issued by the competent Authorities with respect to the Project, Project Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer/Promoter has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, Project Land, Building and Apartment and Common Areas;
- (v) The Developer/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vi) The Developer/Promoter has not entered into any agreement for sale/lease and/or development agreement or any other agreement/arrangement with any person or any party with respect to

Promoter

Developer

Buyer/Allottee

- the Project Land, including the Project and the said Apartment which shall, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;
 - (viii) At the time of execution of the conveyance deed/ sub-lease deed, subject to Force Majeure conditions, the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee. The Common Areas in the Project will be handed over to the Association of Allottees / Association of Group Housing Project or the competent authority, as the case may be, after completion of the Project and issuance of completion certificate, as applicable, for the entire Project;
 - (ix) The said Apartment 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 and claim over the said Apartment;
 - (x) The Developer/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the part completion certificate or other similar approval (as applicable for the Building / Project) has been issued and offer for hand over of possession of Apartment. The Common Areas (equipped with all the specifications, amenities and facilities) shall be handed over to the Association of Allottees/ Association of Group Housing Project or the competent authority, as the case may be, after issuance of completion certificate, as applicable, for the Project;
 - (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer/Promoter in respect of the said Land and/or the Project.

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

- (i) The Allottee has the power to execute, deliver and perform his 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.
- (iii) Till the time the Apartment in the Project is not separately assessed, the Allottee agrees to pay on demand all applicable Taxes/ levy/ charge etc., on proportionate basis. The execution, delivery and performance by the Allottee 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 of the transactions contemplated hereby or thereby will not conflict with, result in a breach of, or constitute a default under, any applicable law applicable to the Allottee or any contract or agreement to which the Allottee is a party or by which the Allottee may be bound, any agreement or commitment that prohibits the execution and delivery of this Agreement by the Allottee or the consummation of the transaction contemplated hereby.
- (iv) The Allottee(s) hereby warrants and confirms that he shall not, directly or indirectly, at any time commit any act or omission which may, in any manner, adversely affect the goodwill/reputation of the Developer and/or the Project or lead to or cause or results in defamation or disparage of the Developer / Project. The Allottee further confirms and warrants that it shall not initiate or be a part of any group/association which may initiate any protest against the Developer and/or Project. A breach of this condition mentioned herein shall be considered as a material breach by the Allottee and the Developer shall be entitled to cancel the allotment of the said Apartment in the said Project in favour of the Allottee(s), terminate this Agreement and refund the money paid by the Allottee(s) after deducting the amounts as set out in proviso to para 7.5 of this Agreement.

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

Promoter

Developer

Buyer/Allottee

9.1 Subject to the Force Majeure conditions, the Developer shall be considered under a condition of Default, in the following events:

- (i) Developer fails to provide ready to move in possession of the Apartment to the Allottee(s) within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which part completion certificate or similar applicable approval(s) as the case may be, (as applicable for the Building/Project) has been issued by the competent authority;
- (ii) Discontinuance of the Developer's business as a Developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2 In case of Default by Developer under the conditions listed above a non- defaulting Allottee(s) is entitled to the following:

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee(s) stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) shall be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the apartment, along with Interest (i.e. interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules) within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Developer, Interest, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Allottee within forty-five days of it becoming due. It is clarified that, notwithstanding anything contained herein, in case of abandonment of the Project by the Developer, the Allottee shall not be entitled to continue in the Project, and the Developer will refund the amount received by him in respect of the Apartment, with Interest after deducting the Taxes paid by the Allottee towards the Apartment in the manner as provided under the Act within forty five days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments for 2 (two) consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard. In the event of delay in payment of any installment by the Allottee, the Allottee(s) shall be liable to pay interest to the Developer on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the Rules.;
- (ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) subject to re-booking of allotment of the said allotment in the said Apartment in favour of other allottee(s)/buyers and the Developer to refund the money paid to him after deducting the (i) Booking Amount paid for the allotment, (ii) the interest liabilities on delayed payments payable by the Allottee, (iii) interest and costs paid by the Developer in respect

Promoter

Developer

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of brokerage paid / payable by the Developer, and (iv) statutory payments namely, GST, Service Tax, VAT, etc., paid by the Allottee, and this Agreement shall thereupon stand terminated. Provided that the Developer shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.

- (iii) Under exceptional and genuine circumstances the Developer may, at its sole discretion, condone the delay in payment by charging applicable Interest and restore the Allotment (subject to withdrawal of down payment discount, if any) in case the Apartment has not been allotted to someone else. In a situation where the Apartment has been allotted to someone else, an alternate Apartment, if available, may be offered in lieu of the earlier Apartment at the sole discretion of the Developer on the then prevailing market price of the Developer. However, in case of return/dishonor of first booking cheque, the application shall stand rejected outright without any written intimation/notice to the Allottee(s) and no right shall accrue to such Allottee(s) by virtue of this Application. It is clarified that in case the Developer, in its absolute discretion, allow any relaxation in the payment of the delayed Installments, then in such event the Allottee will be liable to pay Interest for the period of delay in making the payment. It is clearly agreed, understood and confirmed by the Allottee(s) that in case the Developer exercises its discretion to waive the cancellation and accept the delayed payment of installment with Interest as aforesaid, then the delayed payment of installments by the Allottee(s) shall not be accepted without the payment of due interest amount which shall be the integral part of delayed payment. In case the Allottee(s) fails to pay the interest alongwith delayed payment of installment then he shall continue to remain and be treated as defaulter under the terms and conditions contained herein and be liable for all consequences thereof.
- (iv) After cancellation, the Allottee(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the said allotted Apartment and the Developer shall, thereafter be entitled to resale and/ or deal with the said Apartment in any manner whatsoever at its sole discretion.
- (v) The balance amount of money, if any, remaining with the Developer after deduction as per Para 9.3 (ii) above, will be returned by the Developer to the Allottee in terms of Para 7.5 above.

10 CONVEYANCE OF THE SAID APARTMENT/UNIT:

- 10.1 The Developer, on receipt of Total Price of the Apartment as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed/sub-lease deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the part certificate or such other similar approvals (as applicable for the Building/Project) by the competent authorities or such other period as agreed herein, to the Allottee: [Provided that, in the absence of Applicable Law, the conveyance deed / sub-lease deed in favour of the Allottee(s) shall be carried out by the Developer within 3 months from the date of issue of completion certificate or other similar approval (as applicable for the Building / Project).
- 10.2 That all the charges expenses, stamp duty, official fee, incidental charges, penalty, fees for legal councils / advocates etc. towards the execution and registration of this Agreement, sub-lease deed, cancellation deed, including documentation and any further increase in these charges in future, shall exclusively be borne by the Allottee(s) alone. However, in case the Allottee(s) fails to deposit the stamp duty and/or registration charges etc., within the period mentioned in the notice, the Allottee(s) authorizes the Developer to withhold registration of the conveyance deed/ sub lease deed in his/her favour till payment of stamp duty and registration charges to the Developer is made by the Allottee. That the Allottee(s) shall remain present before the Authority at the time of registration of such documents.
- 10.3 That until a conveyance deed / sub-lease deed is executed and registered in favour of the Allottee, the Developer/Promoter remains to be the owner of the entire Apartment along with its features, fittings, fixtures, appurtenant amenities etc., which are identifiable with the subject Apartment. The payment of paid or promised or part paid and part promised price of the apartment by the Allottee (s) does not give him/her any ownership right, title, interest or claim over the Apartment and not tantamount to transfer of

ownership, with the Developer reserving a right to revoke/cancel the allotment and to refund the amount received. It is further clarified that the Developer is not constructing any apartment as a contractor of the Allottee(s) but on the other hand Developer is constructing the Project as its owner and the sale shall be affected only after the actual completion of construction/finishing/handing over of the Apartment after execution of the conveyance deed / tripartite sub lease deed. The Developer continues to have first lien and charge on the apartment for all its dues that may become due and payable by the Allottees(s) to the Developer.

11 MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

- 11.1 The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance till the date of offer for handing over possession of the said Apartment to the Allottee(s) has been included in the Total Price of the said Apartment and thereafter the Allottee(s) shall be liable to pay the maintenance charges as demanded by the Developer/Maintenance Agency.
- 11.2 The Developer will be entitled to undertake maintenance of the Common Areas in the Project either directly or through its appointed specialized maintenance agency ("**Maintenance Agency**"), till the taking over of the maintenance of the Project by the Association of Allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance services alongwith all applicable taxes will be paid by the Allottee(s) as per the Maintenance Agreement to be executed by him/her/them.
- 11.3 An Interest Free Maintenance Security Deposit (IFMS) for covering for covering shortfall in maintenance charges and sinking fund for meeting future expenses to be incurred for replacement/major repair of capital goods i.e DG Set, Lifts, transformers etc., used in the maintenance and upkeep of the Common Areas shall be payable by the Allottee(s) on proportionate basis at the time of offer by Developer for taking possession of the Apartment.
- 11.4 The Allottee(s) shall pay 24 months maintenance charges in advance on receipt of the said Letter of offer of possession. Thereafter, the monthly maintenance charges shall be paid by the Allottee(s) as intimated/demanded by the Developer/Maintenance Agency from time to time either in advance by the seventh day of that month or through prepaid system whichever is applicable. The liability of the Allottee(s) to pay the maintenance charges shall become due from the date of offer of possession itself irrespective to the fact of actual physical possession, and the Developer reserves the right to enhance the maintenance charges payable by the Allottee(s) keeping in view the cost of the maintenance of the complex. It is further made clear that the Developer may maintain the complex or may outsource any or all maintenance services to outside agencies and authorize them to do all acts necessary in this regard. The Allottee(s) agrees and undertakes to sign a separate "Maintenance Agreement", with the Developer or with the appointed Maintenance Agency undertaking the maintenance services of the Project before taking possession of the allotted Apartment.
- 11.5 The Allottee(s) also acknowledges and confirms that maintenance of the infrastructures facilities / services provided / to be provided by Government / competent authorities in the entire locality (including within or outside the IT Project) are beyond the scope / control of the Developer / Maintenance Agency, and the Allottee(s) undertakes not to raise any claim or dispute against the vendor and/or Maintenance Agency in respect of maintenance of such facilities / services.
- 11.6 That the internal maintenance of the Apartment including walls and partitions, drain, pipes etc., shall be the exclusive responsibility of the Allottee(s) from the date of offer of possession. The Allottee(s) will neither himself do nor permit anything to be done which damages the any part of the building, structure, columns, drainage, staircase, shafts, common passages, adjoining units etc., or violates the rules or bye-laws of the competent authorities, Maintenance Agency or the Association of Allottees. The Allottee(s) shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Developer/maintenance agency shall rectify such damages and shall recover the expenditure incurred on such rectification from the Allottee.

Promoter

Developer

Buyer/Allottee

- 11.7 The Allottee(s) undertakes to join the Association of Allottees and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Developer for this purpose. The Allottee(s) undertakes not to join/form any other association of allottee(s) or resident welfare association etc., by itself or in conjunction with other allottee(s) of the said Project. The Allottee(s) shall pay the prescribed fees, subscription charges thereof and shall complete such documentation and formalities as is deemed necessary by the Developer in this regard. Further, the Allottee(s) shall adhere to and comply with the bye-laws, rules, regulations and policies of such Association of Allottees.
- 11.8 It is clarified that in the event the Association is formed within the said 1 year period, but the Association fails to take handover of the Common Areas from the Developer, for any reason whatsoever, then in such cases also, the Developer will be entitled to collect from the Allottees the above mentioned Maintenance Charges and other charges as set out in the Maintenance Agreement. However, if the Association of Allottees is not formed within 1 year of issuance of part completion certificate or similar approvals (as applicable)* for the Project/Building, as the case may be, the Developer will be entitled to collect from the Allottee amount equal to the amount of maintenance disclosed in Para 1.2 + 10% (Ten Percent) in lieu of price escalation for the purpose of the maintenance for next 1 year and so on. The Developer will pay the balance amount available with him against the Maintenance Charge to Association of Allottee(s) once it is formed.
- 11.9 Till the time the Association of Allottee(s) take handover of the said Common Areas as envisaged in the Agreement or prevalent laws governing the same, the Developer shall have a right to appoint any agency for undertaking the maintenance services in the Project ("**Maintenance Agency**") as it may deem fit, and the Developer or the Maintenance Agency appointed by it has right to recover applicable Maintenance Charges (as per Para 11.2 above) and other charges as set out in the Maintenance Agreement.
- 11.10 That an interest free maintenance security deposit **at the rate as agreed between the parties or disclosed in the BBA/in terms of the booking form on per sq. ft. basis** of the saleable area shall be paid by the Allottee to the Developer before possession and Sinking Fund shall be intimated at the time of possession and same shall be paid by the Allottee to the Developer before possession only. Further the general monthly maintenance charges on saleable area and monthly club usage charges shall be payable in advance by the Allottee to the Developer / Maintenance Agency for a period of 24 months from the date of Possession Notice only and upon the expiry of said period of 24 months the same shall be payable by the Allottee on a monthly basis and shall be informed to the Allottee at the time of Possession. That the Allottee/s shall in addition to the above be liable to pay to the Developer or its nominated maintenance agency so appointed by it, such charges as may be incurred /determined by the Developer / Maintenance Agency necessary for maintaining various services such as street lighting or security/maintenance, garbage disposal or scavenging of streets and public utilities places by M/s JAL or its nominated maintenance agency.
- 11.11 The terms and conditions relating to maintenance services, use of Common Areas and facilities, payment of Interest Free Maintenance Security Deposit, sinking fund, maintenance charges, etc. shall be as set out in the Maintenance Agreement. The Developer reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution.
- 11.12 That the Common areas electricity & water charges shall be payable on monthly basis by the Allottee on equal basis, whereas Electricity actually consumed by the allottee, power back up charges and replacements if any applicable, will be charged as per actuals. A common bill will be raised every month for the maintenance/ electricity charges and other related expenses through the electric meter. Upon payment by the allottee, his account will be credited by issue of pre-paid vouchers through the electricity meter. Moreover, the Developer/Maintenance Agency shall have the right to cut off/withhold or in any manner curtail or reduce any essential supply/service enjoyed by such Allottee, that may include disconnection of water/sewer and power/power backup connections, usage of parking facilities and debarment from usage of any or all common facilities or any individual services, within the complex, in case the Allottee fails or neglects to pay the maintenance or any other charges, (general or common) for a period of sixty days. That all charges payable to various departments for obtaining service connections

to the Apartment like telephone, electricity etc. including security deposits for sanction and release of such connections, as well as informal charges pertaining thereto, will be payable separately by the Allottee.

- 11.13 It is herein clarified that other terms and conditions in respect of the maintenance services to be provided by the Maintenance Agency, use of Common Areas and facilities, payment of maintenance charges, sinking fund, IFMSD etc., shall be more clearly set out in the Maintenance Agreement to be executed by the Allottee(s) with the Developer / its nominated Maintenance Agency.

12 DEFECT LIABILITY:

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per this Agreement relating to development of the Project, excluding defect/s caused by normal wear and tear and/or by the negligent use of the Apartment by the Allottee /occupants, use without proper maintenance / AMC, vagaries of nature, superficial cracks, in plaster masonry, wrap page in doors and windows and/or damage resulting from Force Majeure conditions shall not be applicable on bought-out items etc., is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the Developer to given possession to the Allottee, whichever is earlier, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty)) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that cracks in plaster masonry, wrap page in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations, such as damage resulting from war, fire, earthquake, floods etc. and shall not be applicable on the bought-out-items, most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought-out items, the Developer shall co-operate with the allottee in sorting out the matter.
- 12.2 The Allottee(s) acknowledges that there are several products /equipment /services to be provided by third party (for example lifts, ac, wardrobes, fans, lights, transformer, D.G. unit , electrical panels, hardware etc.), and the warranty and guarantee provided by the respective third party in respect of such products, equipment and services, will be available to the Allottee(s) as per the products/ equipment /services specifications, and the Allottee(s) can approach such third parties directly for such warranty or guarantee claims. The Developer shall not be responsible for warranty or guarantee for any products/ equipment / services provided in the Apartment and/or Project by any third party.
- 12.3 The Allottee(s) also agrees that for several products, equipment's, machines etc., provided in the Project including but not limited to DG Sets, lifts, etc., require proper preventive periodical maintenance. The Developer shall also not be liable in case there is any default in the proper maintenance of these products, equipment's, machines etc.,

13 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Developer/Maintenance Agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Developer, Association of Allottees and/or Maintenance Agency to enter into the Apartment 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.

14 USAGE:

- 14.1 That the Developer is the absolute owner of the towers and has obtained requisite permission the development of residential towers on the project land from the concerned authorities and the unit(s) sold to the allottee herein shall, as such, be only used for residential usage as an apartment and the unsold units may sold by the Developer for residential purposes as per the lease deed.

- 14.2 Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees for rendering maintenance services.
- 14.3 The use of the said Apartment by the Allottee(s) shall be subject to strict compliance of the rules/code of conduct as may be formulated and determined by the Developer/Maintenance Agency for such occupation/usage. Further, the Developer/ Maintenance Agency reserves the right to modify/amend the rules/code of conduct and such modifications/changes shall be binding on the Allottee(s) along with other occupants in the Building and Project.
- 14.4 The Apartment shall be used for residential purposes only. The Allottee(s) undertakes not to (i) use the said Apartment or permit the same to be used for any purpose which is restricted / prohibited, and/or (ii) use the for any illegal or immoral purposes, and / or (iii) do or cause to be done any act/omission which may cause nuisance, damage, annoyance or inconvenience to the occupiers of adjoining apartments/areas. Any change in the specified usage of the Apartment, which is not in consonance with the usage as specified in this Agreement, rules prescribed by the Maintenance Agency or is detrimental to the public interest shall be the breach of terms and conditions of this Agreement.
- 14.5 The Allottee(s) shall not use the Apartment in a manner that may cause noise pollution, nuisance or annoyance to other apartment owners or residents of the Building / towers of the Project; or to do or permit anything to be done in or around the Apartment which tends to cause damage to any flooring or ceiling or services of any apartment over, below, adjacent to the Apartment or interference to any adjacent building(s) or in any manner interfere with the use of spaces, passages, corridors, roads or amenities available for common use.
- 14.6 The Developer/Maintenance Agency shall not be liable for theft, pilferage or misplacement of any material, fixtures, fittings or equipment kept/installed by the Allottee(s) at the said Apartment and/or any accident or injury caused or occasioned to the Allottee, its visitors or any employee or the workers engaged by the Allottee.
- 14.7 The Allottee shall be solely responsible in respect of any penal action, damages or loss in this regard and the Allottee(s) shall indemnify and keep the Developer/ Maintenance Agency harmless in respect of breach of its obligations contained under this Agreement including this Para 14.

15 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircase, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe 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 support, shelter etc. of the Building / Project is not in any way damaged or jeopardized. The Allottee shall neither himself do nor 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-laws of the Greater NOIDA Authority or any law for the time being in force or any rule or notification issued by the local or other authority
- 15.2 The Allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s)

Promoter

Developer

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shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment.

- 15.3 The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of Allottees and/or Maintenance Agency appointed by Association of Allottees. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 Upon handing over Apartment, the Allottee shall not make any structural alterations to the Apartment and/or effect any change to the plan or elevation. The Allottee shall not demolish the said Apartment or any part thereof nor will at any time make or cause to be made any construction/additions/alterations of whatever nature to the said Apartment or any part thereof.
- 15.5 That the Allottee(s) shall only be allowed to install VRV cooling system in the said Apartment and any kind of usage of additional air-conditioning system (including but not limited to split and window AC's are strictly prohibited.
- 15.6 That the Allottee(s) shall not be allowed to make any changes in the front of the Apartment landscape, facade lighting and horticulture partitions provided by the Developer. Any development/changes in these areas shall be strictly subject to prior express approval from the Developer.
- 15.7 That the Allottee(s) may undertake minor internal alteration in his allotted Apartment only with the prior written approval of the Developer/concerned statutory authorities/Maintenance Agency. However, the Allottee shall not:
 - (i) make any changes which may cause damage to the structure (column, beams, slabs, drainage etc.) of the block or the unit or to any part of adjacent units. In case damage is caused to adjacent unit/s or common area, the Allottee(s) unconditionally undertakes and confirms to get the same repaired/rectified at his / her / its cost failing which the cost of repair may be recovered from the Allottee(s) by adding the same in the bills of maintenance charges for the forthcoming months;
 - (ii) make any changes that may affect/change/ damage the façade or Common Area of the Building, e.g. changes in windows, outer glass walls, façade, tampering with external treatment, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structure, hanging or painting of signboards, etc.;
 - (iii) display any name, address, signboard, name-plate, neon sign/light, publicity material, advertisement material, billboards, hoarding, on the external façade of the Apartment or anywhere outside the Apartment / Building, said Project or in Common Areas except the place as earmarked for the said Apartment;
 - (iv) make any structural alterations to the Apartment and/or effect any change to the plan or elevation or any change relating to closing the balconies attached to the Apartment, closing of verandah, lounges, common corridors, even if particular floor/floors occupied by the same party. The Allottee(s) shall not demolish the said Apartment or any part thereof nor will at any time make or cause to be made any construction/additions/alterations of whatever nature to the said Apartment or any part thereof;
 - (v) make any encroachment on the common spaces/ passages, Common Areas in the Building/Project, and / or construct, place or maintain any matter or thing upon, over or under the Common Areas, or obstruct any amenities/services available for common use nor store any article in such areas or block the same in any manner whatsoever;

- (vi) throw/stack trash, garbage, excess materials of any kind on or about the Common Areas;
 - (vii) sub-divide the said Apartment, sink any bore-well or dig any well in the Project and shall keep the surrounding areas of the Apartment neat and clean;
 - (viii) construct, place or maintain any matter or thing upon, over or under the Common Areas nor throw/stack trash, garbage, excess materials of any kind on or about the Common Areas;
 - (ix) fix/install the air-conditioners, coolers, heating units at any place including but not limited to open spaces, passage, Common Areas, or in the staircase and shall ensure that no water drips from any cooler/air conditioner;
 - (x) use the common parts / areas of the Building for keeping/chaining pets, dogs, birds or for any storage of cycles etc. and not to block the common areas/parts of the Building in any manner whatsoever;
 - (xi) keep battery, invertors/petrol, kerosene, generators, flowers, vessels, air conditioners, coolers etc. in the stairs or entrance or road or parking places.
 - (xii) do any changes in the fore walls of toilets;
 - (xiii) install any window shades, awnings, window grills, or any other equipment in the Apartment without (except at such designated places as may be specified by the Developer) without intimating the Developer/ maintenance agency/ Association of Allottee(s) of the same;
 - (xiv) encroach upon any part of the Common Areas, passages and corridors or obstruct any amenities/services available for common use nor store any article in such areas or block the same in any manner whatsoever;
 - (xv) occupy the Apartment prior to grant of offer of possession by the Developer;
 - (xvi) carry on construction / interior works in a manner to hinder/obstruct /or cause in convenience in any form to the fellow Allottee(s) and shall not continue with the construction activity of whatsoever nature beyond 8.00 pm. in the night.
- 15.8 The Allottee hereby agrees that allotment of Apartment is subject to the terms and conditions of the sanctioned plans, License etc., and he shall comply with sanctioned building plans, License, bye laws, byelaws, guidelines, rules and regulations of the government authorities as may be applicable to the said Apartment. That the Allottee(s) hereby agrees that he/ she/ they shall comply with and carry out from time to time after he/she/they has/have been put in possession or deemed possession of the Apartment, all the requirements, requisition, usages, demands and repairs as may be and as are required to be complied with by the Greater NOIDA, Municipal Authority, Government or any other competent authority in respect of the said Apartment, Project and the Project Land on which the said Building is situated at his/their own cost and keep the Developer indemnified, secured and harmless against all claims, demands, dues, damages, losses, liabilities, costs, requisitions, demands and repairs etc., suffered to or incurred by or caused to the Developer in this regard.
- 15.9 The Allottee further undertakes to be responsible and liable for any personal/individual action which would be in violation/deviation of the sanctioned plan, layout, building byelaws, guidelines etc. of the government authority as may be applicable to the said Apartment. The Allottee(s) shall keep the Developer indemnified, secured and harmless against all such costs and consequences and all damages suffered arising on account of non compliance with the said requirements, requisitions, demands and repairs.
- 15.10 The Developer has obtained suitable insurance cover inter – alia in relation to its title over the Project Land, and the construction of the Project, in accordance with Applicable Laws, including but not limited to the RERA. The cost of insurance for the structure of the Building till offer for handover of possession is given to the Allottee is included in the Total Price of the Apartment. Thereafter the cost of the Insurance for the structure of the Building would be payable by the Allottee on proportionate basis as a part of the Maintenance Charges. The contents inside the said Apartment shall be insured by the Allottee(s) at his/her/its own cost and expense, and the Allottee shall be liable and responsible to take appropriate all

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risk insurance policy for all fixtures, fitting, assets, equipment's etc., inside the said Apartment.. The Allottee(s) shall not do or permit to be done any act or thing which may (a) render void or voidable the insurance taken by the Developer or (b) cause increase in premium payable in respect thereof.

- 15.11 The Allottee agrees that after handover of Apartment to the Allottee, the Allottee shall ensure that it is not in breach of any terms / conditions stipulated in the permissions and approvals granted in respect of the Project including without limitation License, sanctioned plans, FIRE NOC / permission, green building permission, environment and pollution permission etc.,
- 15.12 That the Allottee agrees that for security reasons, no car/vehicle parking is allowed inside the Project, except in case of those allottees, who have Reserved Car Parking Space. If any vehicle of any nature whatsoever is found parked without necessary authorization/ reservation, the Developer reserves the right to get it removed from the premises and shall not be responsible for losses and damages, if any.
- 15.13 For the purpose of safety and security of the residents in the said Project, the Developer / Maintenance Agency shall be free to regulate the entry/ exit of outsiders into out of the Project. The Developer will, not be liable for any incident resulting in damage to any person or property in the said Project attributable to negligence or non-performance of its obligation by the security/ Maintenance Agency or any third party and/or any kind of manual / mechanical failure of equipment installed in the Project / Apartment.
- 15.14 That the Allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the Apartment as the case may be, or at any time thereafter, have no objection to the Developer constructing or continuing with the construction of the other building(s) adjoining the Apartment sold to the Allottee.
- 15.15 The Allottee(s) agrees that until a conveyance deed / sub-lease deed for the Apartment is executed and registered in favour of the Allottee, the Developer remains to be the owner of the entire Apartment along with its features, fittings, fixtures, appurtenant amenities etc., as per Schedule _ which are identifiable with the subject Apartment. The payment of paid or promised or part paid and part promised price of the Apartment by the Allottee (s) does not give him/her any right, title, interest or claim over the apartment and not tantamount to transfer of ownership with the Developer reserving a right to revoke/cancel the allotment and to refund the amount received. The Developer continues to have first lien and charge on the Apartment for all its dues that may become due and payable by the Allottees(s) to the Developer.
- 15.16 That the Allottee(s) agrees that the allotment is non-transferable and does not give any rights, title or interest therein even though all payments have been received by the Developer. The Developer shall have the first lien and charge on the Apartment for all its dues that may become due and payable by the Allottee(s) to the Developer.
- 15.17 That the Developer covenants with the Allottee(s) that on the Allottee(s) paying the dues and performing the terms of this Agreement and stipulations on his/her/their part herein contained shall peaceably hold and enjoy the Apartment without any interruption by any person.
- 15.18 That the Allottee(s) agrees and confirms that the work of construction and completion of the Building or any other matter incidental to this allotment shall not be stopped at any time during or after the dispute resolution / arbitration proceedings nor shall any parity prevent, obstruct or delay the execution and completion of the Building/Project/Larger Project for any reason whatsoever.
- 15.19 That the Allottee(s) acknowledges that the Allottee shall not carry out any change whatsoever in the lay out, elevations, and any areas outside the Apartment, and /or put up any structure, (temporary or permanent), to cover any open areas common and shared with other occupants. In case of non-compliance of this provision by the Allottee(s), the Developer without any formal notice shall be at a liberty to restore the original elevations and/or outer colour scheme, entirely at the costs and risks of the Allottee(s). Such non-compliance shall be treated as a cognizable offence under the relevant laws of the land and shall lead to cancellation of the tripartite sub-lease deed by the lessor, i.e. Greater Noida Industrial Development Authority (GNIDA). These provisions shall be applicable during the pendency of the entire lease period.

Promoter

Developer

Buyer/Allottee

- 15.20 That the Allottee(s) acknowledges that if the Developer incurs any expenditure towards the registration of the Apartment, the same will be reimbursed by the Allottee(s) to the Developer. In case the stamp duty or other charges payable by the Allottee(s) to the authorities at the time of registration is discounted due to reason of prior payment of some/ all charges by the Developer, such discount availed by the Allottee(s) shall be reimbursed to the Developer prior to registration.
- 15.21 The Allottee(s) agrees that the Apartment shall be used for the residential purpose only and not put to use for any purpose, including but not limited to running a guest house, hostel or crèche or any other commercial activity etc. That the Allottee(s) agrees not to use the Apartment or permit the same to be used for any purpose which may or is likely to cause pollution, nuisance or annoyance to occupiers of other apartments in the Building and Project or to general public, or for any illegal or immoral purpose or not permissible under law or to do or suffer anything to be done in or about the Apartment which tend to cause damage to any flooring or ceiling of any apartment over or below or adjacent to his/her/its Apartment or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.
- 15.22 Any type of encroachment/construction in the Project including roads, lobbies, roof etc., shall not be allowed to the Allottee(s) or Association of Allottee(s). Any alteration in the elevation and outside exposed walls of verandah, balcony, lounges or any external wall or both faces of external door and windows of Apartment, any signboard, publicity or advertisement material outside the Apartment or anywhere in the Common Areas shall not be permitted. Any type of change inside the Apartment which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC beam, RCC wall supporting whole the structure therefore no change is allowed.
- 15.23 That the Allottee(s) acknowledges that the central green lawns and other Common Areas shall not be used for conducting personal functions such as marriages, birthday parties etc. if any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment of necessary charges.
- 15.24 That the Allottee(s) will allow the Project maintenance teams/ maintenance agency to have full access to and through his unit and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.
- 15.25 That, subject to terms herein, the Allottee(s) acknowledges that upon possession of the Apartment, the Allottee may, carry out interior works in the Apartment as per the requirement and use; provided no structural alterations or modifications are done to the Apartment and no walls or other permanent constructions are broken or new walls or permanent constructions made that changes the internal layout plan of the Apartment. Before commencement of interior works, the Allottee shall take prior written consent of the Developer/maintenance agency/Association of Allottees and adhere to the directions/ requirements specified by them and subsequently no alternation work should be carried out by the Allottee without obtaining prior written permission from the Developer/maintenance agency/ Association of Allottee. The Allottee shall ensure that no work carried out by him will in any manner affect the apartments of other owners or Common Areas. That the Developer shall not be liable to cure the defect or repair any damage caused to such interior works done by the Allottee (including but not limited to, replacement of appliances and fixtures and fittings provided by the Developer), as the same shall be solely borne by the Allottee. In the event any damage is caused to other apartments or Common Areas, the Allottee shall solely be responsible for making good such damage at his own risk as to cost and consequences and shall keep the Developer indemnified at all times. Any internal works carried out in the Apartment shall not cause damage to the Apartment, electrical systems, plumbing and fire-fighting system. The operating electrical load of all appliances installed inside the Apartment e.g. ovens, air conditioners, coolers, water heaters and convectors, microwave ovens, refrigerators, televisions, lighting and other fixtures, fittings and home appliances shall not exceed the electrical load provided for the Apartment and shall not pose any risk or hazard of fire. Any damage caused to other Apartments and the Common Areas due to such internal works shall be made good at the cost of the Allottee.
- 15.26 That In case of any natural calamity, Force Majeure or any other adverse situation of any kind after the Possession Letter, the Developer shall in no way be responsible for all or any of the losses/ damages of any kind. The Allottee(s) of Apartments, apartments, convenient stores, saloon, restaurants/bar and kitchen shall be entitled to their proportionate interest in the land underneath the Said Building (in which

the said unit /area is located), calculated in the ratio of Carpet Area of the unit / Apartment to the total Carpet Area of the Project.

- 15.27 The Allottee(s) acknowledges and understands that the Developer may seek additional documents and/or information necessary for the compliance under applicable laws or to validate/substantiate any information provided in this Agreement, which shall be provided by the Allottee(s) upon demand by the Developer.
- 15.28 That the Project shall always be known as "**Page 3**" and the same shall not be changed by any association or society of the apartment owners or any other persons. Further, at all times, the name of the Project, Developer and their respective logos shall always be displayed at a prominent place in the Project. The copy right / trade mark/property mark and all intellectual property (including the words "Page 3"), (whether registered or not) shall always remain and vest with the Developer and no person, including but not limited to the association/society shall have any claim or right of any nature whatsoever on the said intellectual property.
- 15.29 The Allottee agrees and confirms that any non-observance of the provisions of this Para shall entitle the Developer/Promoter and/or the Maintenance Agency, to enter the Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.30 The Allottee(s) acknowledges that the allotment of the Apartment in the Project is subject to the terms and conditions, restrictions and limitations contained in the Assignment Agreement and MOU regarding assignment of rights dated _____ and the Real Estate (Regulation and Development) Act 2016 read with the Uttar Pradesh Real Estate (Regulation and Development) Rules 2016 and the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010 read with The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Rules 2011 as amended from time to time ("**the Lease Deeds, Act and Rules**").

16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

- 16.1 The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project and Apartment and in particular the Lease Deeds, Act and Rules. The Allottee/s(s) shall comply with all legal requirements for purchase of immovable property wherever applicable, after execution of this Agreement and sign all requisite applications, consents, declarations, NOCs, deeds, forms, affidavits, undertakings etc. as may be required for the purpose by the Developer/ Association of Allottees / Maintenance Agency and/ or as may be required by the authority and under applicable laws.

17 ADDITIONAL CONSTRUCTIONS:

- 17.1 The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.
PROVIDED THAT the Developer shall be entitled to seek changes in the approved layout plan and other approved drawings as per norms of the competent authority for such additional construction and development, to which the Allottee(s) shall have no objection and the Allottee(s) hereby extends its/his/her approval for the same.
- 17.2 That the Allottee(s) agrees and undertakes that in case at any stage further FAR of the Project is increased beyond the current applicable FAR of the Project permitted by the competent authorities, the Developer shall have the exclusive rights and ownership on such additional FAR beyond the current permissible FAR. The Developer shall have the sole discretion to utilize the additional FAR and such construction shall be the sole property of the Developer. The Developer shall be entitled to dispose of in any manner it chooses without any interference from the Allottee/s. The Allottee/s acknowledges that he/she/it/they has/have not made any payment towards the additional FAR and shall have no objection to any such construction activities including addition of floors carried on the tower (in which the Apartment is located) or anywhere

Promoter

Developer

Buyer/Allottee

in the Project. This right of the Developer shall however be subject to the related approvals of the Project and it being in compliance with the applicable laws.

- 17.3 The Allottee(s) acknowledges that the Developer has the right to undertake development as per applicable laws without any claim or objection from the Allottee(s). The Allottee(s) further agrees and acknowledges that from time to time the Developer may purchase/ acquire additional FAR/ FSI from competent authorities, including currently permissible purchasable FAR/ FSI in respect of the Project Land/ Project. Therefore, the Allottee(s) agrees and confirms that the Developer / its nominee shall at all times be entitled to construct and develop such additional / purchased FAR/FSI on the Project Land including on land earmarked as 'future expansion' as part of the Project, as per necessary sanctions and related project approvals that may be obtained from the competent authority. The Developer shall be entitled to dispose of in any manner it chooses without any interference from the Allottee(s). The Allottee(s) acknowledges that he/she/it/they has/have not made any payment towards the additional FAR and shall have no objection to any such construction activities including addition of floors carried on the tower (in which the Apartment is located) or anywhere in the Project. This right of the Developer shall however be subject to the related approvals of the Project and it being in compliance with the applicable laws.
- 17.4 The Allottee(s) further agrees and understands that as per (or due to changes in) Government policies, orders, rules, regulations, statutory provisions, additional construction may be permitted to be developed as part of the said Project Land / Project. Therefore, the Allottee(s) agrees and confirms that the Developer / its nominee shall at all times be entitled to construct and develop, as part of the Project, any additional construction on land earmarked as 'future expansion' as per necessary sanctions and related project approvals that may be obtained from the competent authority.
- 17.5 The Allottee(s) agrees and undertakes that he /she /it /they shall (i) not, at any time, put any hindrance / obstruction / interference in the construction / development of the remaining areas in the Project / Larger Project /future expansion / additional land parcels as part of the Project in any manner, and (ii) not object to the Developer's development / construction or continuing with the development of the Project Land / future expansion / additional land parcels, in any manner. The Allottee(s) further undertakes not to object or raise any claim, demand, etc., towards any inconvenience faced by him due to such construction / development activities. Further, the Allottee shall have no right to withhold any payments (i) on account of inconvenience, if any, which the Allottee(s) may suffer due to any development / construction activities or other incidental /related activities in the vicinity of the Apartment or anywhere else in the Project, and/or (ii) on the ground that the infrastructure / facilities / amenities to be developed in the Project / Larger Project subsequently are not completed.
- 17.6 That Allottee(s) agrees that in case during the course of construction and/or after the completion of the Building, further construction on future block within the Project becomes possible which shall not be objected by Allottee(s) in recognition of the Developer having exclusive right to take up or complete such further construction as belongings to the Developer notwithstanding the designation and allotment of any Common areas as Limited Common Areas or otherwise. It is agreed that in such a situation there shall be no change in the proportionate share of the Allottee, in the Common areas and facilities and Limited Common Areas and facilities, as originally worked out.
- 17.7 The Developer shall be entitled to seek changes in the approved layout plan and other approved drawings as per norms of the competent authority for such additional construction and development, to which the Allottee(s) shall have no objection and the Allottee(s) hereby extends its/his/her approval for the same.
- 17.8 It is clarified that the Allottee(s) shall not have right, title or interest on the additional construction / structure and/or additional buildings in and around the Project, which the Developer may construct in order to utilize the additional FSI, on the Project, as permitted by the competent authority(ies).

18 DEVELOPER/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

Promoter

Developer

Buyer/Allottee

- 18.1 After the Developer/Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/ Building 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 Apartment /Building].
- 18.2 Notwithstanding the above the Developer/Promoter shall have the right to raise loan/finance from any company, banks and/or financial institutions or any other lending parties by any mode or manner and for this purpose create mortgage of the Project Land, Project, Apartment and/or receivables from the Project in favour of one or more such lending parties, subject to the condition that the said Apartment shall be made free from such mortgage and encumbrance before the execution and registration of Conveyance Deed / sub lease deed in favour of the Allottee(s). The Developer/Promoter or such financial institution/bank as the case may be shall always have the first charge on the said Apartment for all their dues and any other sums payable by the Allottee(s).
The Allottee shall have no right to object if any action/step is taken by the Developer/Promoter to raise finance. However, the Apartment shall be released of all such mortgages and encumbrances created by the Developer/Promoter before the execution and registration of Sale Deed/Conveyance Deed / sub lease deed in favour of the Allottee(s).

19 BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Developer does not create a binding obligation on the part of the Developer or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. However, the parties by mutual consent, shall be at liberty to extend such period of execution of the agreement as per requirement. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the Booking Amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

The allottee hereby confirms that they have understood the terms and conditions of this agreement and the conditions/ stipulations/ averments made therein shall remain binding on the allottee irrespective of execution of any further documents, act or deed.

20 ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, Booking Forms, allotment letter, flat / builder buyer agreement, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment /building, as the case may be. The terms contained herein shall prevail over all other terms and conditions given/mentioned in brochures, advertisements, price list, sale documents etc. of the Project.

21 RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties. The parties have specifically agreed to the additions made in the present agreement as compared to the format agreement contained under the Rules of UP RERA ,the said additions have consciously been agreed to between the parties after due deliberations and the same are binding between the parties as amendment to the format agreement prescribed under UP RERA. The additions have been made in view of the peculiar nature of the project and as such the same are agreed to for the benefit of the project as a whole.

22 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:

Promoter

Developer

Buyer/Allottee

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the project shall equally be applicable to and enforceable against and by any subsequent allottees of the apartment, in case of a transfer, as the said obligations go along with the apartment for all intents and purposes.

The Allottee(s) may transfer/assign/endorse this Agreement or any interest in this Agreement and nominate any other Person/ body corporate in its place in respect of the said Apartment, subject to the following conditions:

- 22.1 That the Allottee before making full payment and execution of sub-lease deed cannot assign his rights, titles and interest in the Apartment without the prior written consent of the Developer.
- 22.2 The transfer, assignment or endorsement of allotment by the Allottee(s) to any other Person/ body corporate in its place, shall also be subject to:
- (i) Receipt of written request from the Allottee(s) by the Developer;
 - (ii) 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 and obtaining the no-dues/objection certificate from the Developer with respect to the prevailing transfer charges, etc., as may be applicable;
 - (iii) Payment of the administrative charges / transfer charges prevalent at that time by the Allottee as prescribed by the Developer along with the applicable Taxes, if any. [The Developer at its sole discretion may however allow first transfer of the allotment before execution of sub-lease deed free of cost. However, in case of any subsequent transfer the same shall be permissible on payment of a transfer fee of two per cent of the Total Price, or such other fee/charges as prevailing at the time of desired transfer];
 - (iv) Signing/execution by the Allottee of such documents/applications as may be required by the Developer/Promoter;
 - (v) The Allottee obtaining no objection certificate / letter from the Developer, Maintenance Agency and other competent authorities, as the case may be;
 - (vi) The assignee / transferee agreeing to comply with all formalities in this regard and executing such other documents as may be required by the Developer; and
 - (vii) In case the transferor has secured any finance/loan against the Apartment from any financial institution/bank, a 'No Objection Certificate' from the financial institution/bank.
- 22.3 Any change in the name of Allottee(s) (including addition/deletion) as registered/recorded with the Developer, shall be treated as substitution/transfer/assignment/ endorsement for the purpose of this clause and administrative charges as decide by the Developer shall be payable by the Allottee(s). The Allottee agrees that administrative charges for substitution of his/her/its family members including husband, wife and own children and real brother/sister etc., (where Allottee is a natural person) and group companies, subsidiaries, affiliates, associates, shareholders, partners etc., (where Allottee is a company, firm, or body corporate) shall be the same as for any normal substitution / transfer / assignment / endorsement. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other civil or evil consequences that may arise from such substitution.
- 22.4 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
- 22.5 In the event of death of the Allottee/Co-Allottee, the person on whom the rights of the deceased devolve by law of succession shall, within 30 days of devolution give notice of such devolution to the Developer. The person on whom the rights of the deceased shall devolve will be liable to provide to the Developer the requisite documents as required under the applicable law and also liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency or any other government agency.
- 22.6 Upon the expiry of 15 (fifteen) months from the date of execution of this Agreement, the Developer shall always have a first right to buy back the said apartment at the declared sale value. The sale consideration and the terms and conditions for the above said transfer between the transferor, (to whom the Developer had allotted), and the transferee shall be settled mutually between them. The Developer shall act as a

facilitator, not having been financially benefitted and as such not liable for any consequences of such transfer.

23 WAIVER NOT A LIMITATION TO ENFORCE:

- 23.1 The Developer may also, 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 C] 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 Developer in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other allottees.
- 23.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24 SEVERABILITY:

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 provisions 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 may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

25 RAISING OF FINANCE BY ALLOTTEE

- 25.1 In case the Allottee wishes to finance the purchase of his Apartment/unit in the Project through loan from his/her employer, bank and/or financial institution, the responsibility of getting the loan sanctioned and disbursed, as per the Payment Plan [Schedule C] will rest exclusively on the Allottee. Any kind of filing charges or processing fees etc., in relation to the said loan, shall be solely borne by the Allottee. The Developer may only facilitate the process without being liable to incur any cost or expense. The Allottee shall be solely responsible to get the loan sanctioned and disbursed in accordance with the agreed/opted Payment Plan [Schedule C]. The Allottee shall be solely responsible to ensure the disbursement of payment to the Developer. The Allottee shall be solely bound to comply the terms of the bank / financing institution and the Allottee shall indemnify the Developer from all consequences accruing on account of having financed the Apartment. In case
- 25.2 the Allottee opts for a loan arrangement with any bank/financial institution for the purpose of purchase of said Apartment, the conveyance of the said Apartment in favour of the Allottee shall be executed only upon the Developer receiving 'No Objection Certificate' from such bank/financial institution.
- 25.3 Further the loan facility to be availed by the Allottee(s) from his/her employer or any Bank/Financial Institution/Agency to facilitate the purchase of the said allotted Apartment, shall be subject to the following conditions:
- (i) The Allottee(s) shall take prior written permission of the Developer;
 - (ii) The Developer shall not be responsible or liable for the sanctioning and /or non sanctioning of the same in any manner whatsoever;
 - (iii) In such case the Allottee(s) shall ensure and confirm that the installments as stipulated in Payment Plan are paid on due dates as per Schedule C notwithstanding any delay in reimbursement of loan or non-sanction of the loan by the Bank/Financial Institution/Agency;
 - (iv) If the installments are not paid on due dates as stipulated in Payment Plan above, the Developer shall have right to proceed as per Para 9.3 above, notwithstanding anything contrary to this contained elsewhere;
 - (v) In case the Bank/Financial Institution/Agency makes the lump sum advance payment for the Total Price of Apartment, the Developer shall not be liable to pay interest or any other charges to the Allottee(s) for receiving the payment before due dates;

- (vi) In case of non-sanctioning of loan, the Allottee(s) shall ensure to pay the installments as per the payment plan from its own sources, failing which the Allottee(s) shall be governed by the provisions of Para 9.3 above;
 - (vii) the terms of the bank / financing institution / third party shall exclusively be binding and applicable upon the Allottee(s) only and the liability and responsibility towards such financial institutions, banks etc., shall be the solely on the account of the Allottee; and
 - (viii) the Allottee(s) shall be solely liable and responsible for repayment of loan facility and satisfaction of charge.
- 25.4 The Allottee(s) understands and agrees that the Developer shall always have lien / charge on the said Apartment for all unpaid dues and outstanding amounts payable by the Allottee. The execution of conveyance deed / sub-lease deed of the Apartment in favour of the Allottee(s) shall be subject to the Allottee(s) providing to the Developer a no objection certificate from such financial institution/Bank/NBFC in the form satisfactory to the Developer.
- 25.5 The Allottee(s) agree that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien or any mortgage/charge/security before or hereafter made/created by the Developer in respect of the Project/ Project Land and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof. Such charge, mortgage or encumbrances shall not constitute a ground for objection by the Allottee(s) or excuse the Allottee(s) from making the payment of the Total Price / other amounts / charges payable in respect of the said Apartment or performing all other obligations by the Allottee(s) hereunder or be the basis of any claim against or liability of the Developer.
- 25.6 The Allottee(s) agrees that in the event of cancellation of the allotment of the said Apartment, termination of this Agreement and/or termination of the tripartite agreement executed with the lending bank / financial institution / Developer, the Developer shall be entitled to make payment to the lending bank / financial institution, and payment by the Developer to the lending bank / financial institution shall be deemed to be the fulfillment of obligation of Developer for refund of amount to the Allottee(s) under this Agreement. The Allottee(s) further agrees that it shall not create any hindrance, interference, claims, disputes etc., in respect of compliance by the Developer with its obligations under the said tripartite agreement.
- 26 RIGHT OF FIRST REFUSAL (ROFR)**
- 26.1 If the Allottee(s) (including any subsequent transferee of the said Apartment) proposes to sell or transfer the said Apartment to any Person ("Proposed Transferee"), then, the Allottee(s) shall first give an irrevocable written notice (hereinafter referred to as "ROFR Notice") of 30 (Thirty) days ("Acceptance Period") to Developer/Promoter, whereby Developer/ Promoter shall have right but not obligation to buy / purchase the said Apartment. The ROFR Notice shall state the details of the proposed transfer including, in particular, the details of the Proposed Transferee and the sale price.
- 26.2 Upon receipt of ROFR Notice, the Developer or Person nominated by Developer/ Promoter shall have the right to purchase the said Apartment at the price indicated in the ROFR Notice, within 30 (Thirty) days of the receipt of ROFR Notice; and thereupon, the Allottee(s) shall be bound to sell the said Property to the Developer/ Promoter or their nominee.
- 26.3 In case of sale of the property to the Developer under clause 27.1 and 27.2, the Developer or any person(s) nominated by the Developer shall make payment under such agreement on the basis of the terms and conditions and the terms of payment as may be mutually agreed upon or decided by the parties.
- 26.4 If Developer rejects the ROFR offer, the Allottee(s) shall be free to sell / transfer the Apartment to the Proposed Transferee at the terms and price not below than those mentioned in the ROFR Notice.
- 27 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**
- Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottee(s) in Project, the same shall be the proportion which the super area of the Apartment bears to the total super area of all the Apartments in 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 herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29 FORCE MAJEURE

The Developer shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is failure due to war, flood, drought, fire, cyclone, earthquake or spread of any epidemic or pandemic or any other calamity caused by nature and / or orders by any Court or other competent authorities, tribunal, commission, National Green Tribunal (NGT), board etc., directions of the various courts regarding the cost of land and any other aspect thereof, government policy, guidelines, bye laws, decisions, agitation by the farmers with respect to the acquisition of land or otherwise in relation to any other subject matter at the relevant time, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service or any other reason beyond the control of the Developer etc., affecting the regular development of the real estate project . Further, the duration for which the force majeure clause is made applicable shall also include the time for re-mobilisation of the project. The non-performing party must make every reasonable attempt to minimize delay of performance. In the event of *force majeure* the Developer shall not be liable to make any payments towards the assured returns, equal monthly instalments (EMIs), payments under the subvention scheme or any other payments which could be due and liable to be made by the Developer as long as such *force majeure* conditions continue to exist and this clause shall have an overriding effect over this agreement in the case of occurrence of *force majeure*.

30 PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Developer/Promoter through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in _____after the Agreement is duly executed by the Allottee(s) and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at the relevant Sub Registrar .

31 NOTICES:

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

Name of Allottee : _____
Address: _____
(e-mail of Allottee(s)) _____

Address _____
(e-mail of Allottee(s)) _____

Developer name
_____ (Address)
_____ (e-mail)

Developer Name

Promoter

Developer

Buyer/Allottee

_____ (Address)
_____ (e-mail)

It shall be the duty of the parties to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the party, as the case may be. That the address and e-mail id given in this Agreement shall be taken as final unless any subsequent change is intimated to the Developer in writing by the Allottee(s) through Registered / Speed Post letter/e-mail. All demand notice, letters, etc. posted at the given address/email shall be deemed to have been received by the Allottee.

32 JOINT ALLOTTEES:

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

33 SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment or building, as the case may be, prior to the execution and registration of this Agreement for such Apartment, 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.

34. INDEMNITY

The Allottee/s named herein hereby expressly undertakes to indemnify and keep the Developer and its respective officers / employees fully indemnified and harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, decrees, orders etc. suffered or incurred by them arising out of, or due to, or in relation to, or caused by or attributable to or in consequence of any breach of any of the terms and conditions of this Agreement as also due to any of the Allottee's representations or warranties being found to be false or incorrect, or otherwise misleading or misconceived at any point of time or otherwise due to any other act of omission or commission on the part of the Allottee / occupants of the said Apartment. It is agreed that the Allottee shall be directly, absolutely and exclusively responsible for all costs, expenses, fines, penalties, decrees, awards and the like due to the failure to comply with the obligations stipulated herein or under applicable laws.

34 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.

35 DISPUTE RESOLUTION:

- 35.1 All or any disputes arising out or touching upon or in relation to 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, as the case may be, through the Authority or Adjudicating Officer appointed under the Act.
- 35.2 The Allottee(s) Agrees that in the event the Developer is required to respond to court order or other legal process for the complaints matter, dispute, litigation etc. raised by the Allottee(s) arising out of as a result of or in connection with this Agreement, and the said complaint, matter, dispute, litigation etc. is decided in favor of the Developer, then the Allottee(s) shall be liable to reimburse to the Developer all costs,

expenses, losses or damages that may be incurred or suffered by the Developer for defending / contesting such complaint, matter, dispute, litigation etc.

- 35.3 Any dispute arising out of or in relation to this agreement shall be submitted to the sole jurisdiction of the courts of law in Uttar Pradesh as per the territorial jurisdiction.

IN WITNESS WHEREOF parties hereinabove named above set their respective hands and signed this Agreement for Sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

- (1) Signature _____
Name,
Address:

Please affix photograph and
sign across the photograph

- (1) Signature _____
Name -,
Address

Please affix photograph
and sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Developer:

- (1) Signature _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

*or such other certificate by whatever name called issued by the competent authority.

Promoter

Developer

Buyer/Allottee

SCHEDULE 'A' -	PLEASE INSERT DESCRIPTION OF THE APARTMENT
SCHEDULE 'B' -	FLOOR PLAN OF THE APARTMENT
SCHEDULE 'C' -	PAYMENT PLAN
SCHEDULE 'D' -	SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)
ANNEXURE '1'-	PLAN OF PROJECT LAND
ANNEXURE '2'-	BREAKUP OF TOTAL PRICE

SCHEDULE 'A' -**PLEASE INSERT DESCRIPTION OF THE APARTMENT**

Apartment Number	
Tower Number/Building Number	
Apartment Type	
Floor No.	
Carpet Area (sft)	
Carpet Area (sqm)	

Promoter**Developer****Buyer/Allottee**

SCHEDULE 'B' -

FLOOR PLAN OF THE APARTMENT

Promoter

Developer

Buyer/Allottee

SCHEDULE 'C' - PAYMENT PLAN

**SCHEDULE- D
SPECIFICATIONS**

Promoter

Developer

Buyer/Allottee

ANNEXURE '1'- PLAN OF PROJECT LAND

Promoter

Developer

Buyer/Allottee

ANNEXURE 2

Break up of Total Price

Promoter

Developer

Buyer/Allottee