

BUYERS AGREEMENT

This Agreement is made and executed at Gorakhpur on this ____ day of ____ **2019**

BETWEEN

M/S. AISSHPRA LIFESPACES, a firm constituted under the provisions of the Indian Partnership Act, 1932, having its Head Office at 2nd Floor, Baldev Plaza, Golghar, Gorakhpur, U.P. through its duly authorized signatory, **Mr.** _____ **(Aadhar No.....)** S/o **Mr.** _____ R/o _____, 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, attorneys and assigns and all those claiming through it)

AND

(INDIVIDUAL)

1. Mr/Mrs/M/s. _____ (Aadhar No. _____; PAN _____)
S/W/D of _____
Resident of _____

JOINTLY WITH (*)

1.Mr./Mrs. _____ (Aadhar No. _____; PAN _____)
S/W/D of _____
Resident of _____

*(To be filled up if the allotment is in joint names) hereinafter referred to as the “**Buyer**”, (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her/their heirs, executors, administrators, successors and legal representatives and all those claiming through them).

(FOR PARTNERSHIP FIRMS)

M/s. _____, a partnership firm duly registered under the Indian Partnership Act, 1932, having its Office at _____ (PAN _____) acting through its partner Mr./Ms. _____ (Aadhar No. _____) S/W/D of _____, duly authorized in this behalf hereinafter referred to as the “**Buyer**”, (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include its heirs, executors, administrators, successors and assigns and all those claiming through it).

(FOR HINDU UNDIVIDED FAMILY)

M/s. _____ (PAN _____), a Hindu Undivided Family, having its place of business / residence at _____, acting through its Karta, _____ (Aadhar No. _____) S/o _____, hereinafter referred to as the “**Buyer**”, (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include its coparceners, executors, administrators, successors, legal representatives and assigns and all those claiming through it).

(FOR COMPANIES)

M/s. _____ (CIN _____; PAN _____), a company registered under The Companies Act, _____, having its Registered Office at _____ acting through its authorized

signatory Mr./Ms. _____ (Aadhar No. _____)
S/W/D of Mr. _____, duly
authorized by Board Resolution dated _____ hereinafter referred to as the “**Buyer**”,
(which expression shall, unless repugnant to the context or meaning thereof be deemed to
mean and include its successors, executors, associates and assigns and all those claiming
through it).

Developer and Buyer(s) are herein under collectively referred to as the “**Parties**” and
individually referred to as the “**Party**”.

RECITALS

WHEREAS the Developer has represented and warranted that the Developer, through its
partners, is the owner and/or is otherwise well and sufficiently entitled to pieces or parcels of
land bearing Khasra No. _____ admeasuring _____ acres situated in **Paalm
Paradise**, Taramandal, Dist.Gorakhpur, U.P. (all the aforesaid lands shall hereinafter be
called “**the Said Lands**”) deriving its rights in respect of the Said Lands under the various
Agreements and deeds with the predecessors-in-interest. As on date all the rights attached to
the Said Lands are vested with the Developer to the exclusion of all others.

AND WHEREAS the Developer is desirous of developing and constructing on the Said Lands
a Residential Group Housing complex (hereinafter called the “**Said Residential Complex**”/
“**PAALM HEIGHTS**” / “**the Said Project**”) after securing necessary approvals and sanctions
from the designated authorities.

AND WHEREAS the Developer is fully competent to enter into this Agreement and all the
legal formalities with respect to the right, title and interest of the Developer regarding the Said
Lands have been completed;

AND WHEREAS the **Gorakhpur Development Authority** has granted the commencement
certificate to develop the Said Residential Complex vide approval no.
dated _____.

AND WHEREAS the Developer has obtained sanction of the Building Plans of the Said Project from the Gorakhpur Development Authority, Gorakhpur (Building Dept.) (hereinafter referred to as “**the Plans**”) vide letter no(s). _____ dated _____;

AND WHEREAS the Developer has registered the Said Project under the provisions of the Act with the Real Estate Regulatory Authority at **Uttar Pradesh** on _____ under Registration No. _____;

AND WHEREAS the Buyer has approached the Developer expressing his desire to book/purchase a residential unit in the _____ vide Application No. _____ dated _____ and upon the Buyer’s request, the Developer has allowed the Buyer the inspection of the Said Lands, Plans, ownership records of the Said Lands and other documents relating to the title, area, competency and all other relevant details.

The Buyer has verified all the records pertaining to the PAALM HEIGHTS and the Buyer has full knowledge of the applicable laws, notifications, rules and regulations applicable to the Said Lands/Residential Complex and has fully satisfied himself/herself/themselves/itself about the rights, title and interest of the Developer in the Said Lands/Residential Complex. After being fully satisfied with the title, permissions, area and all other details pertaining to the Said Lands/Residential Complex, the Buyer has applied to the Developer for allotment of a residential unit in the said PAALM HEIGHTS.

AND WHEREAS the Buyer has warranted to the Developer that the Buyer has the power and authority to enter into and perform this Agreement

AND WHEREAS the Developer has accepted the application of the Buyer and is hereby allotting to him/her/them/it a residential Unit in Tower ____ Floor ____ No. ____ having Carpet Area of approximately _____. (_____ sq.mtr.) and pro-rata share in the common areas (hereinafter referred to as “**the Common Areas**”) as defined under Clause (n) of Section 2 of the Act, aggregating to a Super Area of _____ (_____ sq.mtr. approx.) in the Said Residential Complex (hereinafter referred to as the ‘**Said Unit**’) more particularly described in **Annexure 1** and the floor plan of the Said Unit annexed hereto as **Annexure 2**.

AND WHEREAS the requisite Agreement for Sale/Buyers Agreement is being executed now incorporating the details embodied in the application and the terms & conditions of allotment which shall form a part and parcel of this Agreement.

AND WHEREAS 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, have agreed to the terms and conditions of sale/purchase of the Said Unit as set forth hereinafter:

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

1. RULES OF INTERPRETATION:-

1.1 In this Agreement, unless the context otherwise requires:

- a) headings are for convenience only and shall not affect interpretation;
- b) words denoting the singular number shall include the plural and vice versa; words denoting any gender shall include all genders;
- c) words denoting persons shall include bodies of persons and corporations and vice versa;
- d) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have, corresponding meanings;
- e) References in any Party shall include the party's successors and permitted assigns;
- f) References to any document shall be deemed to include references to it and to its appendices, annexures, exhibits, recitals, schedules and tables as varied from time to time;
- g) Documents executed pursuant to this Agreement form part of this Agreement;
- h) Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form;
- i) Reference in this Agreement to "Recitals" and "Clauses" are to the recitals and clauses of this Agreement;
- j) If there is any conflict in interpreting two or more clauses of this Agreement, same shall be interpreted harmoniously.

2. TERMS OF CONSIDERATION

2.1 That the Developer hereby agrees to sell and the Buyer hereby agrees to buy the Said Unit as detailed below at the basic sale consideration and subject to payment of other miscellaneous costs by the Buyer as per the terms and conditions set out hereunder as mutually agreed by and between the parties hereto:-

Basic Sale Consideration :

- i) Unit No: _____ Floor: _____ Tower: _____
- ii) Carpet Area (approx): _____ sq.ft. (_____ sq.mtr)
- iii) Super Area (approx): _____ sq.ft. (_____ sq.mtr)
- iv) Covered Area (approx): _____ sq.ft. (_____ sq.mtr)
- v) Rate: INR _____ per sq.mtr. of Carpet Area
- vi) Basic Sale Price (BSP):
INR _____ (Rupees _____).
- vii) Preferential Location Charges (PLC), if applicable:
 - a) INR NA per sq.ft. of Carpet Area for Park Facing aggregating to INR NA
 - b) INR NA per sq.ft. of Carpet Area for other than Facing park aggregating to INR NA
 - c) INR NA per sq.ft. of Carpet Area for Garden aggregating to INR NA
 - d) INR NA per sq.ft. of Carpet Area for Penthouse aggregating to INR NA
 - e) Total PLC : INR NA per sq.ft. of Carpet Area for aggregating to INR NA

Basic Sale Consideration for the Said Unit: (vi+vii) INR _____ (Rupees _____) Besides, the above consideration, the Buyer shall further be liable to pay the other charges as stated in **Annexure 4** to this Agreement.

The total sale consideration of the Said Unit comprising of the Basic Sale Consideration as stated hereinabove and Other Charges as stated in **Annexure 4** to this Agreement includes taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax and Cess and Cess or any other similar tax levied/leviable in connection with the construction of the Said Project and payable by the Developer upto the date of handing over the possession of the Said Unit, as applicable on the date of

this Agreement. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Buyer to the Developer shall be increased / reduced based on such change / modification.

2.2. Advance Amount & Schedule of Payment:-

i) Advance Amount

That the Buyer has already paid a sum of INR _____ (Rupees _____) at the time of registration for the booking/allotment of the Said Unit, the receipt of which the Developer hereby acknowledges and the Buyer agrees to pay the balance sale consideration of the Said Unit and all other charges as described in the Schedule of Payment annexed as **Annexure 5** to this Agreement and in the manner indicated herein.

ii) External Development Charges (EDC), Infrastructure Development Charges (IDC) and any other development charges

That the External Development Charges (EDC) and Infrastructure Development Charges (IDC) and/or any other development charges for the external and infrastructure services if charged by the Government of U.P. through its designated authorities is not included in the Basic Sale Consideration of the Said Unit. The same shall be charged at actuals as intimated by the Developer, upon the same being charged by the authorities concerned.

The total sale consideration is escalation-free save and except increases which the Buyer hereby agrees to pay in case there is any additional levy in any form by any Governmental or State authority including but not limited to the increase in levy / charge in respect of External Development, Infrastructure Development, Water, Sewer, Solid Waste Management, Electrical Energy, Registration, Stamp duty, Service Tax / GST, etc, at any stage and for any period in respect of the Said Land / Said Residential Complex (whether levied prospectively or retrospectively). Such additional levy shall be borne and paid by the Buyer on pro rata basis (as per Carpet Area of the Said Unit), on demand by the Developer/relevant Government authority as the case may be. . Provided however that the Developer shall provide to the Buyer the details of such additional tax/levy along with the acts/rules/notifications together with the dates from which such taxes/levies, etc. have been imposed or become effective.

Provision to this effect shall also be incorporated in the Sale/Conveyance Deed to be executed by the Developer in favour of the Buyers, which in any case shall be binding upon the Buyer.

iii) Cancellation

That the allottee shall have the right to cancel / withdraw his allotment in the project as provided in the act:

Provided that where the allottee proposes to cancel / withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The Developer shall return 50% (Fifty Percent) of the Balance amount within 45 (Forty Five) days of such cancellation / withdrawal and the remaining 50% of the balance amount on re-allotment of the apartment / plot or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier. The promoter shall inform the previous allottee the date of re-allotment of the said apartment / plot and also display this information on the official website of UP RERA on the date of re-allotment

iv) Earnest Money

That it is agreed that 10% of the Basic Sale Price payable by the Buyer will constitute the Earnest Money. In case the Buyer withdraws from the Said Project for no fault of the Developer or fails to fulfill the terms and conditions of this Agreement despite being reminded of the same by the Developer this Earnest Money shall stand forfeited and this Agreement shall stand cancelled. In such an eventuality, the Developer shall be free to re-allot the booked unit. The monies paid in excess of the earnest money shall be refunded to the buyer as per the terms defined in para 2.2 (iii), rules for Cancellation in this agreement.

The conditions for forfeiture of earnest money shall remain valid and effective till the execution and registration of Conveyance Deed for the Said Unit.

v) Preferential Location Charges (PLC)

That Preferential Location Charges shall be payable for View (i.e Unit facing or adjoining Park or Green or with an exclusive Garden), water body, exclusive open area and/or for Orientation (i.e for Penthouse). These charges shall be payable in addition to basic sale price and shall form part of basic sale consideration.

If the Said Unit ceases to be preferentially located, then only the amount of PLC, paid by the Buyer shall be refunded without any interest thereon and such refund shall be made/adjusted after/in the last installment (as stated in the Schedule of Payments given in **Annexure 5**)

That if the Said Unit becomes preferentially located (if the Said Unit was not preferentially located at the time of signing of this Agreement or if the Developer has omitted to note the preferential location of a unit earlier and subsequently demands PLC charges for the same at a later date), the Buyer shall pay applicable PLC to the Developer, as and when demanded by the Developer. However, if the Buyer does not want this unit with PLC, then the same will be changed to a Non-PLC unit, if any such unit is available with the Developer failing which the Developer will refund the Buyer's entire money with interest @10% p.a.; and/or In case the Said Unit becomes additionally preferentially located, the Buyer shall pay Additional PLC to the Developer as applicable and in the manner as demanded by the Developers;

- vi) **That** all monies / sale consideration by the Buyer to the Developer in respect of the Said Unit payable under this Agreement shall at all times be payable only at Gorakhpur and all payments through post shall be sent to the Head Office of the Developer at the address mentioned herein above.

2.3 EXTERNAL ELECTRIC AND FIRE FIGHTING EQUIPMENT

- i) **That** the basic sale consideration mentioned in Clause 2 above is inclusive of the cost of providing for electric wiring and switches in the Said Unit but does not include anything which is not specifically stated to be so, including but not limited to, generators, service lines and the cost of fittings & fixtures, geysers and fans which shall be got installed by the Buyer at his/her/their/its own cost. Electric connection charges which have not been specifically stated will be charged extra and the amount payable will, inter-alia, cover the cost payable to the Electricity Board/Authority (which will provide service connection, service lines, sub-station equipment), cost of infrastructure for such installations and security deposit etc. The Buyer will be required to pay the charges on pro-rata per square foot basis as demanded by the Developer and/or indicated in this Agreement hereinafter. All expenses will be charged in proportion to the carpet area of the residential unit to that of the carpet area of the said Residential Complex.

- ii) The Fire Fighting Equipment and Fire Prevention Measures which are required within the residential units and which become necessary on account of any interior decoration/ partition or heat load created by the Buyer shall be installed by the Buyer at the Buyer's own cost and the Buyer will obtain necessary written permission in this regard from the authority/authorities concerned.
- iii) Fire Safety Measures in the Said Residential Complex shall be provided as per Fire Safety Code/Regulations existing as on date of the execution of this Agreement. Proportionate charges in respect of the same are payable by the Buyer as per **Annexure 4** to this Agreement. If due to subsequent legislation/Government orders or directives or guidelines or if deemed necessary by the Developer, any further fire safety measures are undertaken, the proportionate charges in respect thereof shall also be payable on demand, by the Buyer to the Developer.

2.4 **ADDITIONAL INFRASTRUCTURE FACILITY CHARGE (AIFC)**

That the Developer shall provide additional infrastructure facilities for use by the residents of the Said Residential Complex. These facilities shall inter alia include provision of golf carts, air-conditioned bus-shelter for residents of Paalm Paradise, etc. The Buyer will be required to pay for the said facilities such amount and in such manner as indicated in **Annexure 4** and **Annexure 5** to this Agreement.

2.5 **SMART CITY CHARGES**

That the Said Residential Complex is being developed by the Developer as a "Smart City". This concept involves providing electronic/digital facilities for use by the residents of the Said Residential Complex. These facilities shall inter alia include basic infrastructure for digital city The Buyer will be required to pay for the said facilities such amount and in such manner as indicated in **Annexure 4** and **Annexure 5** to this Agreement.

2.6 **CAR PARKING FACILITY**

The buyer shall have the right of user in respect of car parking facility (Slot No) as under:

- (a) .One open car parking on surface ☐

(b) One covered car parking on surface ☒

(tick whichever is applicable)

3 CARPET, COMMON AND SUPER AREAS

3.1 The definitions of Carpet Area, Common Areas and Super Area as on the date of execution of this Agreement are agreed as per **Annexure 3** which forms a part of this Agreement and the same is understood and accepted by the Buyer. That inclusion of the common areas in the computation of super area shall not give any right, title or interest therein as such to the Buyer, except as provided hereunder. It is, however, agreed that if the maintenance and replacement charges are paid regularly, as provided in these presents, the Buyer or anyone else lawfully claiming under him, will have the right to use the common facilities. In case of default of such payments, it shall not be open to the Buyer to claim any right of use of common facilities, for none has been agreed to be transferred by these presents. Similarly, if the Buyer commits any breach of any of the covenants herein, no right of use of common facilities shall be permitted until the breach is rectified. In case of any default committed, the Buyer will dis-entitle himself from availing of the said common facilities thereafter till such time that the default is rectified (with penalty) in terms of this Agreement, by the Buyer. The Developer and/or the Condominium Association of the Said Residential Complex shall be entitled to take action in case of default by the Buyer. Without prejudice to the other stipulations of this clause, it is clarified that in case of sale of a unit along with some attached open land / area / terrace, which is sold as a part of the unit and not as common areas, the owner of the unit shall have the exclusive right to use the said attached open land / area / terrace as owner thereof.

4. CHANGE IN AREA AND LOCATION OF THE UNIT

4.1 **That** for avoidance of any doubt, it is clarified that the Super Area and Carpet Area are based on the approved plans but may undergo minor additions or alterations as may be necessitated by architectural and/or structural reasons, subject however that all such changes, as approved by the designated authority, would be intimated to the Buyer from time to time. The Buyer agrees to pay at the original rate for any increase in the Carpet area as a result of such addition/alteration. Similarly in the event of any decrease in the

carpet area as a result of such alteration, the excess amount paid by the Buyer shall be adjusted in the last installment to be paid by the Buyer for the Said Unit. However in case any change in the carpet area of the Said Unit exceeding +/- 10%, the Buyer shall be given the option to exit this arrangement ("Exit Option") and upon the Buyer exercising the "Exit Option" the allotment of the Said Unit in favour of the Buyer shall stand cancelled and the Buyer shall be given a refund of the monies paid by him with interest @10% p.a. which shall be paid after sale of the Said Unit by the Developer to any third party.

The Developer shall confirm to the final carpet area that has been allotted to the allottee after the onstruction of the Building is complete and the completion certificate / occupancy certificate (as applicable) 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 promoter. If there is reduction in the carpet area, then the promoter shall refund the excess money paid by Allottee within 45 days with annual interest at the prescribed rate in the rules from the date when such an excess amount was paid by the allottee. If there is any increae in the carpet area which is not more than 3% of the carpet area of the apartment allotted to allottee, the developer may demand that from the allottee as per the next milestone of the payment plan as provided in Annexure – 3. All these monetary adjustment shall be made at the same rate per square meter / square foot, as agreed in para 2.1of this agreement.

5. TIMELY PAYMENT

5.1 **That** punctual payment of installments as stated in **Annexure 5** and applicable stamp duty, registration fee and other charges payable under the Agreement is the essence of this Agreement and notwithstanding anything contained herein, breach of this condition by the Buyer shall disentitle the Buyer from raising any claims in respect of delay in handing over of possession of the Said Unit to the Buyer.

5.2 **That** the Buyer authorizes the Developer to adjust/appropriate all payments made by the Buyer under any head(s) of dues against lawful outstanding in the Buyer's name as the Developer in its sole discretion may deem fit and the Buyer undertakes not to object/demand/direct the Developer to adjust the Buyer's payments in any manner.

5.3 **That** in case the Buyer fails to pay 2 consecutive installments in the manner and within the time schedule as agreed in this Agreement and such default continues for a period beyond 30 days in each instance and / or commits any breach of other terms and conditions hereof, despite having been issued notice in that regard, then at the option and discretion of the Developer, the earnest money shall stand forfeited and this Agreement shall stand cancelled without any notice to the Buyer. In such an eventuality, the Developer shall be free to re-allot the Said Unit. The monies paid in excess of the earnest money shall be refunded to the buyer without interest.

5.4 **That** the Developer shall have the right not to give effect to the above clause 5.3, in case it so deem fit and may condone the delay in payment after charging interest @ 12% per annum along with any other penalty or administrative charges. The Buyer understands and accepts that under this clause, the said interest shall be payable by the Buyer as any delay in making timely and punctual payments shall adversely affect the timely completion of the project as a whole. It is specifically reiterated that in case of any delay in making punctual payments at any stage, and notwithstanding condonation of the same by the Developer by charging interest, the Buyer shall no longer have the right to raise issues or claims with respect to delay in execution of the project. The omission of the Developer to specifically cancel the allotment in case of default in making the payment, shall not be construed as waiver by the Developer of its rights under this Clause or Agreement.

5.5 **That** the default in making payment by one of the Buyers in case of allotment in joint names, shall be treated as default by both/all Joint - Buyers and they shall be jointly and severally liable for all consequences.

6. COMPLETION OF CONSTRUCTION AND POSSESSION

6.1 That 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 and the common areas to the association of Allottees or the competent authority, as in case may be. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in Annexure – 5 (Payment Plan).

6.2 That **the Developer shall, under normal conditions, complete the construction of tower** in which the Said Unit is to be located by 031-12-2019 beyond which, the Developer shall further be entitled to a grace period of another 6 (Six) months.

6.3 **That** the construction of the Said Unit within the stipulated period is subject to force majeure circumstances and subject to receipt of all payments punctually as per agreed terms by the Developer from the Buyer as per **Annexure 5**. On completion of the construction, the Developer shall apply for grant of Occupation Certificate/ Completion Certificate and on receipt of occupation certificate shall issue final call notice to the Buyer who shall remit all dues within 1 (Three) months thereof and take possession of the Said Unit. In the event of his failure to take possession for any reason whatsoever, the Buyer shall be deemed to have taken possession of the allotted unit for purposes of payment of maintenance charges or any other levies on account of the Said Unit, but the actual physical possession shall be given on receipt of all outstanding payments as demanded by the Developer.

In case the Developer fails to complete the construction of the tower within the stipulated period as aforesaid and if the Buyer has paid all his payments on time, then in the event of delay beyond the committed period (timely completion being further subject to force majeure conditions), the Developer will be liable to pay to the Buyer interest @12% p.a. on the payments made by the Buyer to the Developer for the period of delay. Similarly the Buyer would be liable to pay holding charges @ Rs.10/- (Rupees Ten only) per sq.ft. per month of carpet area if he fails to take possession within 1 (One) months after paying all dues as calculated by the Developer under this Agreement from the date of offer of possession. The said holding charges shall be over and above the maintenance and other charges as stated herein.

Notwithstanding anything to the contrary contained hereinabove, except for the occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Said Unit in accordance with the terms of this Agreement, duly completed by the date specified herein or due to discontinuance of the Developer's business on account of suspension or revocation of the Developer's registration under the Act or for any other reason, the Developer shall be liable, on demand to the Buyer, in case

the Buyer wishes to withdraw from the Said Project, without prejudice to any other remedy available, to return the total amount received by the Developer in respect of the Said Unit, with interest @12% p.a., within 45 days of the receipt of such intimation from the Buyer in writing.

6.4 **That** the Buyer shall duly verify all aspects of the Said Unit before taking over of the possession and point out the defects, if any, which may exist in the Said Unit. However, upon the Buyer taking over possession of the Said Unit, the Buyer shall have no claim against the Developer in respect of any item of work in the Said Unit for any defect in workmanship, specifications, materials used or quality or provision of service, provided the same are as per the terms of this Agreement.

6.5 **That** the Buyer agrees and undertakes that he shall, after taking possession of the Said Unit or at any time before or thereafter, have no right to object to the Developer constructing or continuing with the construction of the other adjoining building(s) / tower(s) of the Said Project as per the Plans approved by the competent authority.

7. MAINTENANCE

7.1 That the Developer / Maintenance Agency / association of allottees shall have the rights of unrestricted access of all common areas, garages / covered parking and parking spaces for providing necessary maintenance services and the Allotees agrees to permit the association of Allotees and / or maintenance agency to enter into the Apartment or any other part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

7.2 **That** the Developer or the Maintenance Agency appointed by the Developer shall look after the maintenance and upkeep of the common areas and facilities till the same is handed over to the Association of Owners of the Said Residential Complex. The Buyer agrees and consents to the said arrangement and he shall pay Interest Free Maintenance Security (IFMS) @ Rs. _____ per sq.mtr. of carpet area and all other maintenance charges determined by the Developer or the nominated maintenance agency, from time to time, depending upon the maintenance cost. In addition to the maintenance charges, the Buyer shall contribute to the Sinking/Contingency Fund @ Rs. _____ per sq.mtr. of

carpet area to build corpus for replacement of assets and facilities of common use as and when the same becomes necessary. Any delay in making payments of maintenance charges will make the Buyer liable for interest @ 12% per annum. Non-payment of any of the charges within the time specified shall also disentitle the Buyer to the enjoyment of common services and facilities including lifts, electricity, water, maintenance security etc. Upon the handing over of the maintenance of the Said Residential Complex to the Association of Owners of the Said Residential Complex, the Buyer confirms and covenants that the quality of maintenance and upkeep of the Said Residential Complex shall be at least at par with the maintenance and upkeep undertaken by the Developer or the Developer nominated maintenance agency as the case may be. It is further clarified that the arrears in respect of the maintenance & other miscellaneous charges including but not limited to sinking fund, maintenance security etc shall constitute the first charge on the Said Unit in the hands of the Developer / Association, as the case may.

7.3 Internal Maintenance/Insurance

That is understood by the Buyer that the internal maintenance of the Said Unit and also insurance of its components shall always remain the responsibility of the Buyer.

8. POWER BACK-UP AND ELECTRIFICATION CHARGES

- i) **That** if the permission to receive and distribute bulk supply of electricity in the Said Residential Complex is received by the Developer or its nominated Maintenance Agency or the Association of Owners, the Buyer herein agrees to abide by all the conditions of the sanction of Bulk Supply and to pay on demand, proportionate share of all deposits or charges paid or payable by the Agency to whom permission to receive bulk supply and distribute the same is granted. Subject to the foregoing, the Buyer herein further agrees to enter into and execute any document as may be required for this purpose, containing requisite terms and conditions.
- ii) **That** the Developer shall install additional equipment for Power back-up facility common to all units in the said Residential Complex. Further it is agreed that the Developer shall mandatorily provide to the Said Unit, 1(One) kW of power back-up. And for this facility as also for securing necessary Electric connection from the competent authority for the Said Unit as well as providing the necessary infrastructure for the same, the Buyer agrees to pay

to the Developer such amount and at such rate as specified in **Annexure 4** to this Agreement. Additionally, it is agreed and accepted by the Buyer herein that the availability of the said Power Back-up facility shall be subject to regular payment of charges towards the said facility. An Affidavit with regard to the said Power Back-up facility duly executed by the Buyer (s) is annexed hereto as **Annexure 7** to the Agreement.

Further it is agreed by the Buyer that the said Power Back-up facility is an additional feature herein and the Buyer shall not claim any loss or damage, whether direct or consequential, from the Developer in the event of default on the part of the Maintenance Agency / Association of Owners / any other body providing the same, to continue to provide the same. It is also agreed by the Buyer that in the event the Buyer requires any further Power Back-up for his appliances/equipment, the Buyer will be at liberty to avail-of the same from the Developer, subject to availability, at such additional cost as specified in **Annexure 4** to this Agreement or the Buyer may install appropriate stabilizers/Uninterrupted Power Supply units within the Said Unit at his own cost. It is agreed by the Buyer that the Power Back-up Facility provided by the Maintenance Agency / Association of Owner's / any other body providing the same shall be usage based and the Buyer shall regularly pay his proportionate share of costs, charges, expenses, etc. incurred by the Developer / Maintenance Agency / any other body providing the same. That the Buyer herein agrees and accepts that the Buyer shall not claim any loss or damage, whether direct or consequential from the Developer / Maintenance Agency / any other body providing the same, in the event of low/high voltage, low/high frequency, inconsistent or non-availability of the same for reasons beyond the control of the Developer / Maintenance Agency / any other body providing the same.

9. EQUITABLE MORTGAGE

That the Developer shall have the right to raise finance from any bank/financial institution/body corporate and for this purpose create equitable mortgage (mortgage by deposit of title deed) of the Said Lands in favour of one or more such institutions and for such an act the Buyer grant(s) his/ her/ their consent for creation of such charge during the development of the Said Residential Complex/Unit, by signing a consent letter to this effect. Notwithstanding the foregoing, the Developer shall ensure to have any such charge, if created, vacated on completion of the project or before transfer / conveyance of title deed to the Buyer by the Developer.

10. LOAN FACILITY

- i) **That** in case the Buyer wishes to avail of loan facility for the purchase of the Said Unit from any Bank/Financial Institution, the Developer shall extend all possible help without getting involved in any financial commitment. The terms of such loan(s) shall be binding upon and applicable exclusively to the Buyer only.
- ii) **That** in case the Buyer opts to pay the agreed price through loan and subsequently the loan is not granted or delayed for any reason whatsoever, the payment to the Developer as per the Payment Plan shall be ensured by the Buyer, failing which the provisions of this Agreement with regard to defaults shall become applicable.
- iii) **That** save and except in the case of any bank or financial institution with whom a Tripartite Agreement has been separately executed for financing the Said Unit, where the Developer has given permission to mortgage to any Bank/Financial Institution for extending the loan to the Buyer against the Said Unit, the Developer shall not be responsible towards any third party, who has made payments, remittances to the Developer on behalf of the Buyer and such third party shall not have any right in or under this Agreement whatsoever. The Developer shall issue the Payment Receipts only in favour of the Buyer. Under all circumstances, the Buyer is and shall remain solely and absolutely responsible for ensuring and making all the payments due under the terms of this Agreement on time.

11. RESPONSIBILITIES & COVENANTS OF THE BUYER

- 11.1 **That** the Buyer shall not put up name or sign board, neon sign, publicity or advertisement material, hanging of clothes etc. on the external façade of the tower or anywhere on the exterior of the tower or common areas and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.
- 11.2 **That** the Buyer shall not use the Said Unit or permit the same to be used for any purpose other than the purpose sanctioned as per Govt. Regulations or as may be ear-marked in the Layout Plans sanctioned by the competent authority or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the adjoining units or

for any illegal or immoral purposes, and shall not do or suffer anything to be done in or about the Said Unit which tend to cause damage to the adjoining units. The Buyer shall not use the Said Unit for any activity commercial or otherwise except for residential purpose.

11.3 That the Buyer undertakes to join in the execution of such documents and applications as may be required to facilitate registration of the Sale Deed etc in favour of the Buyer, failing which the Buyer shall alone be liable for all consequences arising from failure or neglect on the part of the Buyer to do so.

11.4 That except for the areas herein allotted and the necessary easementary rights pertaining thereto, all the common areas and the facilities and the residuary rights in the proposed tower(s) shall continue to vest in the Developer till such time as the same or a part thereof is allotted, sold or otherwise transferred to any particular Buyer or to the Association of Owners of the Said Residential Complex.

11.5 That the Buyer, if resident outside India shall be solely responsible to comply with the necessary compliances as required under the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of remittances of payment(s) and for acquisition / sale / transfer of the immovable property in India. Submission of any documents / declarations etc. to the Developer, to that effect, as may be required, will be furnished by Buyer. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the RBI or any other applicable law. The Buyer understands and covenants that in the event of any failure on the Buyer's part to comply with the applicable laws/guidelines in this behalf, the Buyer alone shall be liable for any action under the FEMA or other applicable laws, as amended from time to time.

The Developer accepts no responsibility in this regard. The Buyer shall keep the Developer fully indemnified and harmless in this regard. Whenever there is a change in the residential status of the Buyer subsequent to the allotment/signing of this Agreement, it shall be the sole responsibility of the Buyer to intimate the same in writing to the Developer immediately

and comply the necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of the Buyer and such third party shall not have any right in the application / allotment of the Said Unit applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Buyer alone.

11.6 That, if the Buyer has to pay commission or brokerage to any person for services rendered by such person to him whether in India or outside India for acquiring the Said Unit, the Developer shall in no way whatsoever be responsible there for and no such commission/brokerage shall be deductible from the amount of sale price agreed to be payable to the Developer for the Said Unit.

11.7 That the Buyer further undertakes to become a member of the Condominium Association under Uttar Pradesh Apartment Act, 2010 and shall execute such documents as may be necessary for the purpose and shall pay the charges as determined by the said Association for the maintenance and upkeep of common areas.

11.8 That the Buyer undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the residential units, storage spaces and/or car parking spaces, slots, other common areas, facilities and amenities and shall be responsible for all deviations, violations or breach of any of the conditions of Rules and Regulations under the applicable law.

11.9 Alterations in the Said Unit.

- i. **That** the Buyer shall not make any such additions or alterations in the unit so as to cause blockage or interruption in the common areas and facilities within the Said Residential Complex and/or to cause any structural damage to the structure of the buildings in the Said Residential Complex.
- ii. **That** the Buyer has agreed that the Buyer shall not demolish any structure of the Said Unit or any portion of the same or cause to make any new construction in the Said Unit without the prior written approval and consent of the Developer or the local authority, if required.

The Buyer hereby indemnifies the Developer from any liability devolving on the Said Unit or the Residential Complex attributable to any such act of the Buyer. The Buyer, however, undertakes that he shall not divide/sub-divide the Said Unit in any manner.

12. COMMUNITY CENTRE

That the Developer is, at its own cost and expense and as part of the common areas, also developing a Community Centre for use by all the residents of the Said Residential Complex. This Community Centre shall be initially maintained by the Developer or its nominated Agency. The cost of maintenance of the same shall be recovered by the Developer or the Maintenance Agency, as the case may be, from the residents/occupants of the Said Residential Complex.

In addition to the community facility stated hereinbefore, the Developer may also develop a Club on the Said Lands but not forming part of the Said Residential Complex. The Developer may, at its option, offer membership of the proposed Club to the Buyer on such terms and conditions as the Developer may decide from time to time.

13. REPRESENTATIONS AND OBLIGATIONS OF THE DEVELOPER

The Developer hereby represents and warrants to the Buyer as follows:

- 13.1 **That** the Developer, through its partners, is the owner and/or is otherwise well and sufficiently entitled to the Said Lands deriving its rights in respect of the Said Lands under the various Agreements and deeds with the predecessors-in-interest; the requisite rights to carry out development upon the Said Lands and absolute, actual, physical and legal possession of the Said Lands.
- 13.2 **That** the Developer, has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Project.
- 13.3 **That** there are no litigations pending before any Court of law with respect to the Said Lands, Said Project or the Said Unit.

- 13.4 **That** all approvals, licenses and permits issued by the competent authorities with respect to the Said Lands and the Said Project are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain in compliance with all the applicable laws in relation to the Said Lands and the Said Project.
- 13.5 **That** the Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title or interest of the Buyer created herein, may be prejudicially affected.
- 13.6 **That** the Developer has not entered into any Agreement for Sale and/or any Development Agreement or any other agreement / arrangement with any person or party with respect to the Said Lands including the Said Project and the Said Unit which will, in any manner, affect the rights of the Buyer under this Agreement.
- 13.7 **That** the Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Said Unit to the Buyer in the manner contemplated in this Agreement.
- 13.8 **That** the Developer undertakes to allow the Buyer after the execution of the Sale Deed and on payment of full and final consideration, to hold, use and enjoy the Said Unit and every part thereof without creating any unreasonable interruption either by itself or by any person or persons claiming under, for or on its behalf.
- 13.9 **That** the Said Lands are not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, interest and claim over the Said Lands.
- 13.10 **That** the Developer has paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies impositions, premiums, damages and other outgoings, whatsoever, payable with respect to the Said Project to the competent authorities till the date of execution of the Sale Deed in respect of the Said Unit in favour of the Buyer.

13.11 **That** 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 Lands) has been received by or served upon the Developer in respect of the Said Lands and/or the Said Project.

14. **REGISTRATION OF SALE DEED & REGISTRATION CHARGES**

That the Buyer shall pay, as and when demanded by the Developer, the stamp duty, registration charges and other incidental and legal expenses for execution and registration of sale deed in his favour, which shall be executed and got registered with 3 (Three) months of receipt of the Occupancy Certificate, subject to receipt of the total sale consideration, other dues, charges and expenses from the Buyer in respect of the Said Unit. In case, there is any change in the rate of registration/circle rates after the execution of this Agreement and/or even after the Buyer has deposited the same with the Developer, the revised registration charges shall be payable/receivable by the Buyer. The Buyer shall not be entitled to any interest or any other claims in case due to any reason there is a delay in getting the conveyance/sale deed registered after the Developer has received the money towards the same from the Buyer. However, in case of decrease of such stamp duty charges, the Developer shall refund the excess monies to the Buyer without any interest thereon.

15. **NOTICES**

15.1 **That** the Buyer's address as given in this Agreement shall be the address for the purpose of issuance of any / all notices and it shall be the responsibility of the Buyer to inform the Developer about all subsequent changes, if any, in his address failing which, all notices and letters posted to the first address will be deemed to have been received by him at the time when those should ordinarily reach such address and the Buyer shall be responsible for any default in payment and other consequences that might occur there from.

15.2 **That** all letters, receipts, and / or notices issued by the Developer or its nominee and dispatched under a registered mail / speed post / through courier to the last address known to it of the Buyer shall be sufficient proof of receipt of the same by the Buyer and shall fully and effectually discharge the Developer or its nominee.

15.3 **That** in case there are joint buyers all communications shall be sent by the Developer to

the Buyer whose name appears first and at his last known address, which shall for all purposes be considered as served on all the Buyers.

16. ENTIRE AGREEMENT

That this Agreement along with its annexures and the terms and conditions contained in the Application Form submitted by the Buyer to the Developer, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other Agreement, correspondence, arrangements whether written or oral, if any, between the parties except as specifically stated in this Agreement. The terms and conditions of the Application shall continue to prevail and be binding on the Buyer, save and except, in cases where the terms and conditions of the application are inconsistent with the terms and conditions of this Agreement in which case the terms and conditions of this Agreement shall prevail.

17. TRANSFER / NOMINATION

That the Buyer shall not be entitled to get the name of his nominee (s) substituted in his place without the prior approval of the Developer who may in its sole discretion permit the same on such terms as it may deem fit. In case approval is given, all nominees shall be bound by the terms of this Agreement as well as the applicable laws, license condition and all other applicable rules etc. The transferee shall pay administrative charges at the time of such transfer as prescribed by the Developer from time to time. Any change in the name (including additions/deletion) registered with the Developer will be deemed as transfer for this purpose.

18. FORCE MAJEURE

18.1 That if the development of the Said Unit is delayed due to force majeure circumstances, which, inter-alia, include delay on account of civil commotion, war or enemy action, flood, drought, fire, cyclone, earthquake, or any act of God, delay in certain decisions/ clearances from any statutory body, or if non development of the Said Unit is as a result of any notice, order, rules or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the Developer and in any of the aforesaid events, the Developer shall be entitled to a reasonable corresponding extension of the time of completion of construction of the Said Unit.

18.2 **That** the Developer as a result of such a contingency arising, reserves the right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the Developer so warrant, the Developer may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever shall be claimed by the Buyer(s) for the period of delay/suspension of the scheme.

19. WAIVER

That if at any time any party waives or fails to enforce any right under the provisions of this Agreement, such waiver or failure shall not be construed as a continuing waiver or failure to enforce this Agreement against the other party or other provisions of this Agreement. None of the terms of this Agreement shall be held to have been waived or altered unless such waiver or alteration is in writing and signed by the parties.

20. SEVERABILITY

That if any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it will, to the extent of such illegality, invalidity, voidness, voidability unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Agreement and the remainder of such provision will continue in full force and effect.

21. ARBITRATION

21.1 **That** it is agreed between the parties that any dispute which may be in relation to this present Agreement would not be taken up by the parties against each other in any criminal complaint either to the police or any Court.

Both parties specifically waive their rights to do so against each other. The Buyer also waives his right to file Consumer Complaint on any issue which may be connected or arise out of this Agreement. Parties agree to resolve their entire disputes through the Dispute Resolution Mechanism agreed herein below.

21.2 **That** in case of any dispute or controversy arising out of or in connection with this

Agreement the same shall be referred to the Arbitration in accordance with the Arbitration & Conciliation Act, 1996 and the Rules made there under as amended from time to time.

The place of Arbitration shall be Gorakhpur and the language of the arbitration shall be English.

The cost of arbitration including the arbitrators' fee shall be shared jointly by the Developer and the Buyer. The parties agree that during the pendency of the Arbitration, the parties shall continue to discharge their respective obligations under this Agreement.

21.3 That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

22. JURISDICTION

That it is agreed that courts, tribunals, judicial and quasi judicial bodies at Gorakhpur alone shall have jurisdiction for adjudication of all matters arising out of or in connection with this Agreement

23. FURTHER ASSURANCES

That the parties herein agree that they shall execute, acknowledge and deliver to the other such instruments and take such actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

24. BINDING EFFECT

That this forwarding Agreement to the Buyer by the Developer does not create a binding obligation on the part of the Developer or the Buyer until, firstly the Buyer signs and delivers this Agreement with all the Schedules/Annexures along with the payments due as stipulated in the Schedule of Payment within 30 (thirty) days from the date of receipt by the Buyer and secondly, appears for registration of the same before the Sub-Registrar concerned as and when intimated by the Developer. If the Buyer fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by

the Buyer 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 Buyer for rectifying the default, which if not rectified within 30 (thirty) days from the date of receipt of such intimation by the Buyer, the Buyer's application for allotment of the Said Unit shall be treated as cancelled and all sums deposited by the Buyer in connection therewith including the booking amount shall be returned to the Buyer without any interest or compensation whatsoever.

25. RIGHT TO AMEND

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

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

Whenever in this agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area bears to the total carpet area of all the apartment in the project.

27. RECITALS AND ANNEXURES

The Recitals to this Agreement and all annexures / schedules shall form an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the date first abovementioned at Gorakhpur, in the presence of witnesses who have also signed this Agreement simultaneously:

SIGNED, SEALED & DELIVERED BY THE within named Developers in the presence of : WITNESSES : 1. 2.	For DEVELOPERS Authorized Signatory
---	---

SIGNED, SEALED & DELIVERED BY THE within named Buyer (s) in the presence of WITNESSES : 1. 2.	BUYER (S)
---	------------------

ANNEXURE – I

(Description of the Said Unit)

Unit Description

Unit No.	:	
Floor	:	
Tower	:	
Carpet Area (approx)	:	(sq.mtr.)
Super Area (approx)	:	(sq.mtr.)
Covered Area (approx)	:	(sq.mtr.)

Boundary

North : Flat No.
East : Flat No.
South : Open Space
West : Open Space

ANNEXURE – 2

(Floor Plan of the Said Unit)

ANNEXURE – 3

DEFINITION OF BUILT-UP AREA, COMMON AREAS AND SUPER AREA

Super Area shall be deemed to mean and include the Carpet Area and the prorate share of Common Areas in the entire Said Tower and the Said Residential Complex.

Carpet area shall mean the net usable floor area enclosed by its periphery walls and includes area under the columns, cupboards and the internal partition walls of the Residential Unit.

Common areas shall be deemed to mean and include all such parts / areas in the Said Residential Complex which the Unit Buyer shall use by sharing with the other occupants of the Said Residential Complex including:

- a) the entire land of the Said Residential Complex;
- b) the stair-cases, lifts, stair-case and lift lobbies, fire escapes, ledges on all floors and Porch and common entrances and exits of the Towers/buildings;
- c) the common terraces, parks, play areas, open parking areas and common storage spaces;
- d) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- e) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- f) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- g) Community Building;
- h) all other portions of the Said Residential Complex necessary or convenient for its maintenance, safety, etc. and in common use;

However, Common Areas shall not include balconies, verandahs and open terrace meant for exclusive use of any Residential Unit of the Said Residential Complex. In case a Unit comes

with an open terrace for exclusive use, the Buyer of such Unit shall not be permitted to cover the same and shall be permitted to use the same as open terrace only.

ANNEXURE - 4
SUMMARY OF OTHER CHARGES

S. No.	Particulars	Applicability (Y/N)	Basis	Rate (Per sq.mtr of Carpet area)	Amount (in Rs.)
1.	External Development Charges (EDC)	(Y)	Sq.mtr.		Actual as applicable
2.	Infrastructure Development Charges (IDC)	(Y)	Sq.mtr.		Actual as applicable
3.	Additional Infrastructure Facilities Charge	(Y)	Sq.mtr.	<u>0</u>	<u>0</u>
4.	Smart City Charges	(Y)	Lumpsum		<u>0</u>
5	Electrification & 1 kW Mandatory Power Back-up Charge	(Y)	Sq.mtr.	<u>0</u>	<u>0</u>
6.	Optional Power Back-up Charge: _____ kW	(NO)	kW		<u>0</u>
7.	Fire Fighting Charges	(Y)	Sq.mtr.	<u>0</u>	<u>0</u>
9.	Interest Free Maintenance Security (IFMS)	(Y)	Sq.mtr.	<u>0</u>	<u>0</u>
10..	Sinking Fund / Contingency Deposit	(Y)	Sq.mtr.	<u>0</u>	<u>0</u>
11.	Legal / Documentation Charges	(Y)	Lumpsum		<u>0</u>
12	Water Connection Charges	(Y)			<u>0</u>
13.	Registration / Stamp Duty Charges	(Y)			<u>0</u>
14.	Service Tax / GST (Wherever applicable*)	(Y)			<u>0</u>
15.	Any Other Charges and/ or taxes, cess, levies etc. imposed by the Developer and/or any government or state authority in respect of the Said Lands and/or the Said Residential Complex and/or the Said Unit:	(Y)			<u>0</u>

Note:• The IFMS and Sinking Fund / Contingency Deposit shall never be returned to the Buyer but after the formation of the Association of Owners, the Association shall solely be entitled to it subject to any Agreement which the Developer may have entered into with the Association.

ANNEXURE - 5

PAYMENT PLAN

CONSTRUCTION LINKED INSTALLMENT PLAN

Schedule of Payment	BSP	EDC/IDC	P.L.C.	AIFC	SCC
At the time of Registration / Booking	15	-	-	-	-
Within 7 days of execution of the Buyers Agreement	5	-	-	-	-
At the Start of Excavation	10	25	50	-	-
At the start of foundation of Tower	5	25	50	-	-
On Commencement of Basement Roof Slab	5	25	-	-	-
On Commencement of 2 nd Floor Roof Slab	10	25	-	-	-
On Commencement of 4 th Floor Roof Slab	5	-	-	-	-
On Commencement of 6 th Floor Roof Slab	5	-	-	-	-
On Commencement of 8 th Floor Roof Slab	5	-	-	-	-
On Commencement of 10 th Floor Roof Slab	5	-	-	-	25
On Commencement of 12 th Floor Roof Slab	5	-	-	-	25
On Commencement of Top Floor Roof Slab	5	-	-	-	25
On Commencement of Brickwork within Apartment	5	-	-	-	25
On Commencement of Internal plaster within Apartment	5	-	-	50	-
On Commencement of Flooring within Apartment	5	-	-	50	-
At the time of offer of Possession	5% of BSP + 100%(IFMS + Other Charges(*))				

- Applicable Service Tax / GST/ any other levy, tax, cess, Extra
- Legends: BSP – Basic Selling Price; P.L.C. - Preferential Location Charges; EDC / IDC – External / Internal Development Charges; AIFC – Additional Infrastructure Facility Charge; SCC – Smart City Charge; IFMS – Interest-free Maintenance Security
- (*) Other Charges include Power back-up Charges; Transformer Charges, Water / Electric Connection Charges; Fire Fighting Charges, Sinking Fund/Contingency Deposit; Legal Documentation/Registration Expenses, etc.
- The Installments listed hereinabove shall become payable on demand irrespective of the serial order in which they are listed
- Scheme subject to revision / availability / withdrawal at anytime
- The maintenance charges on the basis of Unit Area of the Apartment as determined by the Company at the time of offer for possession of the Apartment shall be payable in advance for a period of two years before taking possession of the Apartment
- 1 sq.mtr = 10.764 sqft.

ANNEXURE – 6

Specification

Bedrooms	
Ceiling/ Wall Finish	Smooth Finish POP
Doors	Flush Doors
Windows	Wooden or UPVC with Grills
Flooring / Skirting	Vitrified Tiles (2' x 2' Vitrified tile)
* Provisions of window Air- Conditioning in all bed-rooms	
Living/ Dining Rooms	
Ceiling/ Wall finish	Smooth finish POP
Doors	Designer main door (Framed Timber Door) other doors (Flush Doors)
Windows	Wooden or UPVC with Grills
Flooring / Skirting	Vitrified tiles (2'x4' or 3'x3' Double charged Vitrified Tiles)
*Provision of Window Air-Conditioning as well as Split Units	
Toilets	
Ceiling	False Ceiling Provided
Wall Finish	Ceramic Wall Tiles Up-to DADO Level (2100 MM)
Doors	Flush Doors with waterproof layers inside
Ventilators	Wooden or UPVC
Flooring / Skirting	Ceramic tiles
Vanity Counter	Granite / Italian
Water Closet (WC)	Wall Hung Commode with flush valve
Glass Partition	Toughened Glass in one toilets bathing area
* Toilets will be equipped with provision of (Plumbing and Electrical only) Exhaust and Geyser	
C.P. Fittings and Accessories	
GROHE / JAGUAR Toilet Fittings or Equivalent Fittings in All Toilets	
Adequate Water proofing treatment would be provided, with provision of Geyser	
Kitchen	
Ceiling / Wall Finish	Smooth finish POP with 2 feet designer tile above counter

Doors	Flush door with waterproof layer inside
Ventilators	Wooden or UPVC
Flooring / Skirting	Anti Skid Ceramic tiles
Sink and counters	Stainless Steel Sink with granite counter top
* Kitchen will be equipped with provisions of (Plumbing and Electrical only) Exhaust, Chimney, Geyser and R.O. fittings	
Balconies	
Ceiling / Wall Finish	Exterior Grade paint on plaster
Flooring / Skirting	Anti skid tiles / stones
Handrails and Parapets	Decorative Child care MS / Glass railings
* Provision of Washing Machine (Plumbing and Electrical Only) space for inverter	
External Wall Finishes	
* This shall be provided with reputed brand exterior grade paint, which shall have water repellent properties	
Staircase	
Ceiling / Wall Finish	Exterior grade paint on plaster
Flooring / Skirting	Anti skid tiles or Granite on treads and risers
Handrails and Parapets	Decorative Child care MS/ Glass railings
Air-Conditioned Lobby / Reception area on ground floor	
Common Passage	
Ceiling	Partial attractive false ceiling provided with adequate lighting
Wall Finish	Exterior grade paint on plaster
Flooring / Skirting	Anti Skid tiles or Granite
* Corridors will be having attractive wall features for Aesthetics.	
Electrical Wiring & Installation	
Fixtures and fittings	ISI marked modular switches / sockets, Distribution boxes and circuit breakers. Wiring shall be ISI marked copper wiring in concealed conduits.
Plumbing	ISI marked water supply pipes with accessories and ISI marked PVC rain / waste water pipes
Security System	
security system with CCTV, EPBAX system.	

Lifts and Elevators	
	Two passenger lifts and one stretcher / goods lift of international make in each tower. *Lift wall will be treated with Granite / Italian / Designer tiles. Lift shall be provided with ARD (Automatic Rescue Device) System. Provision of phone connected to EPABX system in each lift.
Power Back-Up	
Power Back-Up in all common area	Parking, Common corridors, Staircase, Lifts, Pump room etc. 1KW in each flat.

ANNEXURE – 7

AFFIDAVIT

I/We _____

S/DW/o _____

R/o **Vill** _____

AND

Mr/Mrs./Ms _____

S/DW/o _____

R/o **Vill-** _____

1. That I/we have purchased an Unit No. _____, on Floor _____, Tower _____, having a carpet area of _____ sq.ft. (_____ sq.mtrs) in "**Paalm Heights**", Paalm Paradise, Taramandal, Gorakhpur, U. P. (hereinafter referred to as "the Premises"), from **M/s. Aisshpra Lifespaces (hereinafter referred to as "the Developer")**.
2. That the Developer has offered to install requisite equipments in order to make available power back-up in **Paalm Heights (hereinafter "the Complex")**.
3. That I/we accept the above offer on the broad terms as envisaged herein below.
4. That I/we hereby agree to avail of Power Back-up services at the Premises, to be provided by the Developer / nominated Maintenance Agency of the Developer (hereinafter referred to as the "Maintenance Agency")
5. That I/we do hereby affirm and declare that I/we shall use the Power Back-up services in conformity with the conditions, rules, regulations, circulars, instructions, notices and information as may be provided by the Developer / Maintenance Agency.
6. That I/we do hereby agree, affirm and declare that I shall regularly pay the proportionate consumption charges calculated on per unit metered reading basis that may be installed by the Developer / Maintenance Agency.
7. That I/we do hereby agree, affirm and declare that I shall be billed by the Developer / Maintenance Agency based on meter reading and that I/we undertake to pay the same within 7 days of receipt of the said bill.
8. That I/we agree that in the event the Developer will install a separate electric meter for such purpose (Power Backup), I/we shall have no objection to the same. In future the cost

of replacement (in case of any defect arises) of electric meter (for power backup) of the same make / brand , shall be our sole responsibility

9. That I/we understand that in the event a separate electric meter is installed by the Developer/ Maintenance Agency, the cost of such installation / repairs / replacement shall be borne by me/us.
10. That I/we hereby agree and affirm that in the event of non-payment of the aforesaid bills within due date, the Developer / Maintenance Agency shall be at liberty to disconnect the said Power Back-up services and demand payment of interest on the delayed payment at 18% p.a. which I/we shall be obliged to pay. Further, any reconnection of the same shall be done only after payment of all the dues including interest, cost, damages, etc. I/we agree that the cost of reconnection shall be borne by me/us.
11. That I/we shall pay all the aforesaid charges billed to me/us and I/we shall not hold or delay the payment of bill on account of any difference / dispute as to the accuracy or otherwise. I/We further agree and affirm that in the event of any difference / dispute, I/we shall first pay the required bill and thereafter seek to resolve the dispute within seven days of the due date as stated in the bill.
12. That I/we do hereby agree and affirm that all installations including but not limited to electrical wiring inside the Premises shall be done in conformity with the specifications and standards provided by the Developer / Maintenance Agency at my/our cost. I/We shall be solely responsible for any accident, injury, mishap, damage to the Premises, etc. on account of any default or non-compliance in this regard and shall not hold the Developer / Maintenance Agency responsible for the same in any manner whatsoever.
13. That in the event the Premises is leased / licensed to any person or entity, I/we shall indemnify the Developer / Maintenance Agency towards timely and adequate payment of bills towards the said Power Back-up services.
14. That in the event the Premises is leased / licensed to any other person or entity, I/we shall indemnify the Developer / Maintenance Agency against any theft, misuse, nuisance, delay or default in payment of consumption and other charges due and payable by such person or entity.
15. I/We agree that in case of non-use of the Power Back-up services for a period of one month or more, I/we shall pay the minimum charges per KWH of my connected load as per the

Circular / Guidelines issued by the Developer / Maintenance Agency from time to time, provided prior intimation thereof has been given to the Developer / Maintenance Agency.

16. That I/we agree and affirm that I/we shall always comply with the applicable laws for the time being in force including but not limited to electricity laws and shall throughout indemnify the Developer / Maintenance Agency against non-compliance of the same on my/our part.
17. That in case of any dispute between the parties, same shall be referred for arbitration to the Arbitrator, who shall be appointed by the parties jointly. The language for arbitration shall be English and the venue shall be at Gorakhpur. That in case of any dispute or controversy between the parties hereto, the same shall be referred to the Arbitration of a Sole Arbitrator to be appointed by the Developer. The arbitration proceedings shall be held in accordance with the Arbitration & Conciliation Act, 1996, and the Rules made there under as amended from time to time. The place of Arbitration shall be Gorakhpur only and the language of the arbitration shall be English. The cost of arbitration including the Arbitrator's fee shall be shared jointly by the Parties.
18. That the courts at Gorakhpur shall alone have the jurisdiction to entertain any dispute between the parties.

DEPONENT

VERIFICATION

Verified this ____ day of _____, 20____, that the contents of Paras 1 to 18 of the accompanying affidavit are true and correct to the best of my knowledge and nothing material has been concealed there from.

DEPONENT

VERIFIED BEFORE ME

Oath Commissioner

ENDORSEMENT (1)

I/We hereby assign all the rights under this Agreement in favour of:	I/We hereby accept all the and liabilities rights and liabilities under this Agreement assigned in my /our favour by:
Transferor	Transferee

The above Transfer is hereby confirmed.

For Developer

Authorized Signatory

Date:

ENDORSEMENT (2)

I/We hereby assign all the rights under this Agreement in favour of:	I/We hereby accept all the and liabilities rights and liabilities under this Agreement assigned in my /our favour by:
Transferor	Transferee

The above Transfer is hereby confirmed.

For Developer

Authorized Signatory

Date:

Prepared By

Checked By