

AGREEMENT FOR SALE

This Agreement for Sale with all Schedules ("**Agreement**") is executed at Lucknow on this ____ day of _____, 20____

AMONGST

ELDECO HOUSING AND INDUSTRIES LIMITED, a company registered under the Companies Act, 1956, having its registered and corporate office at 2nd Floor, Eldeco Corporate Chamber-I, Vibhuti Khand, (opp. Mandi Parishad), Gomti Nagar, Lucknow 226010, CIN L45202UP1985PLC099376, PAN AAACE4554G (herein after referred to as the "**Promoter**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) acting through its authorized representative Mr./Mrs_____, being party of the **FIRST PART**;

AND

1. Mr. / Ms. / Mrs. _____ (PAN: _____)
Son/ Wife / Daughter of _____ Resident of _____
2. Mr. / Ms. / Mrs. _____ (PAN: _____)
Son/ Wife / Daughter of _____ Resident of _____
3. Mr. / Ms. / Mrs. _____ (PAN: _____)
Son/ Wife / Daughter of _____ Resident of _____

(hereinafter jointly/collectively referred to as the "**Allottee**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/ her/ their respective successors, legal heirs, representatives, nominees, successors and assigns), being party of the **SECOND PART**;

OR

M/s _____ (CIN: _____) (PAN: _____) a company incorporated under the Companies Act, 1956 having its registered office at _____
(hereinafter referred to as the "**Allottee**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) acting through its duly authorized signatory _____ authorized vide resolution passed in the meeting of Board of Directors held on _____, being party of the **SECOND PART**;

OR

M/s _____ (PAN: _____) a Partnership Firm registered under the provisions of the Indian Partnership Act, 1932 having its principal place of business at _____
(hereinafter referred to as the "**Allottee**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all the partners and heirs and legal representatives of the last surviving partner) acting through its duly authorized partner Mr. _____, being party of the **SECOND PART**;

OR

M/s _____, (PAN _____) an HUF firm having its office at _____ through its duly _____

authorized Karta Mr. _____, having Permanent Account Number _____, hereinafter referred to as “**Allottee**”, which expression shall, unless repugnant to the context or meaning thereof, include all the coparceners / members of the said HUF and their legal heirs, executors, legal representatives and successors, being party of the **SECOND PART**;

The parties to this Agreement i.e. the Promoter and the Allottee are hereinafter jointly referred to as the “**Parties**” and sometimes individually referred to as “**Party**”.

DEFINITIONS

In this Agreement, unless repugnant or contrary to the context, the following terms shall have the following meanings assigned herein –

Defined Term	Definition
Act	means Real Estate (Regulation and Development) Act, 2016 (16 Of 2016).
Apartment Ownership Act	shall collectively mean and refer to The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the Uttar Pradesh Apartment Rules framed there under as amended from time to time.
Application	meaning assigned to it under Recital K herein
Applicable Laws	shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter.
Approvals	shall means and include any permit, permissions, license, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or required to be obtained from a Competent Authority or any other person in relation to the Project(defined hereinafter).
Association	Association of allottees of the Project
Authority	Means Uttar Pradesh Real Estate Regulatory Authority.
Non-Refundable Amount	shall collectively mean (i)Interest on any overdue payments; and (ii) brokerage paid by the Promoter to the broker in case the booking is made by the Allottee through a broker and (iii) any taxes paid by Promoter to the statutory authorities and (iv) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if the Agreement is registered and (v) subvention cost (if the Allottee has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank (vi) administrative charges as per the Promoter policy; (vii) any other taxes, charges and fees payable by the Promoter to the government authorities included but not restricted to the Pass Through Charges defined

	<i>hereinafter</i>].
Competent Authority	any Central or State judicial, quasi judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Project.
Declaration	Means the “Declaration” as defined in Section 3(m) of the Apartment Ownership Act
Common Areas and Facilities in the Township	such areas and facilities in the Township which are meant for common use, enjoyment and access of all the allottee(s) at the Township, viz parks, green areas etc (but excludes areas therein which are to be reserved / restricted for any other allottee / right-holder at the Township or otherwise transferable by the Promoter to third parties).
Common Areas and Facilities in the Project	such areas and facilities in the Project which are meant for common use, enjoyment and access of all the allottee(s) viz parks, green areas etc at the Project, (but excludes areas therein which are to be reserved / restricted for any other allottee / right-holder at the Project or otherwise transferable by the Promoter to third parties).
Cost of Property	Shall mean the said amount mentioned in Schedule IV .
Earnest Money/Booking Amount	meaning assigned to it under Clause 1.11 herein
Final Finishing	shall mean final coat of the paint of the Unit, installation of toilets fixtures and fittings, door handles and final cleaning of the Unit
Force Majeure Events	shall mean (a) flood, drought, fire, cyclone, earthquake or any other calamity by nature effecting the regular development of the Project and/ or (b) war, civil commotion or act of God ; (c) any notice, order, rule, notification of the Government and/or other public or competent authority/court; (d) non availability of the materials; and (e) disruption by farmers or any civic unrest;
Government	shall mean the Government of Uttar Pradesh or any relevant Government.
Hazard	shall mean an event which by reason of its physical, chemical, reactive, toxic, flammable, explosive, corrosive, radioactive or infectious characteristics causes or is likely to cause grave danger to the health of persons in the Project or to the environment in and around the Project.
Pass Through Charges	shall mean all charges, fees, taxes/duties, impositions as may be levied by the Competent Authority, such as, ground rent, interest free maintenance security, meter charges, GST, property tax, land under construction tax, krishi kalyan cess, swachh bharat cess, or any future increase thereof or imposition by Competent Authority.
Project	Meaning assigned to it under Recital D herein.

Regulations	shall mean means the Regulations made under the Real Estate (Regulation and Development) Act, 2016 for the time being in force
Rules	shall mean the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended from time to time.
Rule	shall mean rule of Rules.
Section	shall mean section of the Act.
Unit	shall means the unit along with Car Parking Space if allocated, the details whereof are provided in Schedule III hereto and specifications whereof have been set out in Schedule V.

WHEREAS:-

- A. Lucknow Development Authority (herein "**LDA**") has granted license/permission under the Integrated Township Policy on land admeasuring approx. 133.07 acres situated at IIM Road, Lucknow, Uttar Pradesh (herein referred to as the '**Total Land**') to M/s Eldeco City Limited (earlier known as 'Eldeco City Private Limited') for the purpose of construction and development of Integrated Township (herein "**Township**").
- B. The Township is being developed under the name and style of "**Eldeco City**", as per the Layout Plan approved by Lucknow Development Authority ("**LDA**") vide letter dated August 8, 2014 having no 36748 which inter – alia includes plotted development, independent built-up Villas, Group Housing plot, commercial spaces, schools, parks, utilities and common services and facilities therein.
- C. The National Company Law Tribunal, Allahabad Bench (NCLT) vide its order dated 27/03/2018 has sanctioned the Scheme of Amalgamation of Eldeco City Limited into and with Eldeco Housing and Industries Limited. Consequently, all properties/projects/contracts/agreements, right and powers of Eldeco City Limited stands transferred and vested in favour of Eldeco Housing and Industries Limited, the Promoter herein.
- D. The Promoter is developing a group housing complex by the name of "**Eldeco City Dreams**" ("**Project**") on the land admeasuring 3736 sq mtrs forming part and parcel of Total Land ("**Project Land**"), comprising of 96 Units and a Multipurpose Hall duly approved by LDA vide letter dated December 22, 2017 having no 42738 more particularly demarcated in the plan annexed hereto in **Schedule I**.
- E. The Promoter intends to develop the Project by optimum utilization of the floor area ratio (F.A.R) together with the infrastructures and Common areas and Facilities thereof, in accordance with the Applicable Laws.
- F. The Promoter has registered the Project under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Uttar Pradesh Real Estate Registration Rules and the Authority has granted Registration on June 3, 2018 vide registration bearing no. **UPRERAPRJ16415**.
- G. The allottee has demanded and Promoter has given inspection to the Allottee and displayed at its offices all available approvals/permissions, including the approved layout plan and/ or building plan, the sanctioned plans, specifications of the common areas applicable to the Unit/Project. The Promoter has, as on date, obtained the Approvals as listed in **Schedule II**. Any future approval that may be required for during the course of development shall be obtained by the Promoter as and when necessitated by the Applicable Laws. The said Approvals are available on www.up-rera.in.
- H. The Allottee have verified and are satisfied with all the title documents and deeds, which entitles the Promoter to allot the Unit to the Allottee on the basis of such terms and conditions as contained herein.
- I. The Promoter has informed the Allottee that it will be entitled to use the Common Areas & Facilities of the Township on such terms and conditions as may be stipulated by the Promoter or Maintenance Agency or Apex Association, from time to time. However it is clarified that the Common Areas & Facilities of the Project shall be available for use and enjoyment of all the allottees of the Project only.

- J. The Promoter is 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 developed have been completed.
- K. The Allottee has vide his/her application dated _____ ("**Application**") applied for the allotment of a Unit ("**Unit**") in the Project for such Cost of Property as specified in Schedule IV. Pursuant to Application, the Promoter allotted the Unit as well as allocated the Car Parking Space (if any), in favour of the Allottee as detailed in **Schedule III**.
- L. The Parties have gone through all the terms and conditions set out in this Agreement in relation to the Unit and Car Parking Space (if allocated) and understood the rights and obligations detailed herein.
- M. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws rules and regulations notifications, etc. applicable to the Project/Township.
- N. 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;
- O. 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, hereby agrees to purchase Unit as specified in definition clause.

NOW THEREFORE in furtherance to acceptance of the Application of the Allottee, the Parties are executing this Agreement for recording the understanding for allotment of the Unit and the Car Parking Space, if allocated, on the terms and conditions mutually agreed by and between the Parties and contained in this Agreement.

1. TERMS

- 1.1** The Cost of Property for the Unit ("Cost of Property"), other charges, payable by the Allottee for transfer of the Unit in its favour and token amount/application money already paid by the Allottee at the time of the Application are mentioned in Schedule IV hereto

Explanation:

- (i) The Total Sale Consideration as mentioned in Schedule IV includes the application money/booking amount paid by the Allottee to the Promoter towards the Unit
- (ii) The Cost of Property as mentioned in Schedule IV does not include (i) goods and services tax, property tax, local body tax, or other taxes, which are leviable or become leviable under the provisions of the Applicable Laws or any amendments thereto pertaining or relating to the sale of Unit (ii) cost of running, maintenance and operation of Common Areas and Facilities; or (iii) for any rights over the convenience stores, shops, kiosks, conveniences, recreational activities, additional fire safety measures etc. (except for a right to use on such terms and conditions as may be prescribed by the Promoter which shall be uniformly applicable for all allottee /right-holder at the Project/Township); or (iv) for any rights over areas reserved/ restricted for any other allottee/ right-holder at the Project/Township; or (v) for any rights over areas to be transferred by the Promoter to third parties as per Applicable Laws.
Provided that, in case there is any change / modification in the taxes/ charges/ Pass Through Charges /fees/ levies etc., the subsequent amount payable by the Allottee to the Promoter shall be increased/ decreased based on such change / modification;
- (iii) The Promoter has made it specifically clear to the Allottee that in the Cost of the Property charges for individual electricity connection/ meter charges, IGL/ LPG connection charges including its infrastructure charges, deposits to the concerned authorities, on account of additional fire safety measures undertaken, broadband, internet connection charges, increases in securities of water, electricity etc., any new infrastructure augmentation charges and increase thereof for bulk supply of electrical energy and all / any other charges are not included and the actual/ proportionate amount towards the same shall be additionally payable by the Allottee on or before the offer of possession of the Unit.
- (iv) The Allottee shall also be liable to bear and pay all present and future applicable Pass Through Charges and/or any increase thereto, either prospectively or retrospectively and/or by virtue of court order or applicable laws, which may be imposed by the Competent Authority, as and when demanded by the Promoter.

- (v) The Allottee shall in time bound manner make the payment payable by him/her and as stated in **Schedule IV** without any need of any demand letter and/or reminder from the Promoter. In addition, the Promoter shall provide to the Allottee the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective.
- 1.2 The benefit of input tax credit as stated under section 171 of The Central Goods and Service Tax Act, 2017 had been considered in the Cost of Property of the Unit. The quantum of duties and taxes has been calculated accordingly. The Allottee has understood the same and shall not raise any objection in this regard.
- 1.3 The Cost of Property is escalation-free, save and except the charges which the Allottee agrees to pay and stated herein and escalations/increases/impositions due to increase carpet area of the Unit, increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ local bodies/Government from time to time, including but not limited to internal development charges, external development charges, infrastructure development charges, premium/s and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the competent authority/ local bodies/Government and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time ("**Additional Charges**").
- 1.4 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at a rate suitable to the Promoter for the period by which the respective installment has been advanced. The provision for allowing rebates and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Allottee by the Promoter, provided the Allottee complies with the terms of this Agreement.
- 1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans & layout plans of the Project and specifications and the nature of fixtures, fittings and amenities described herein at Schedule V in respect of the Unit without the previous written consent of the Allottee as per the provisions of the Act.
Provided that the Promoter 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.
- 1.6 The Promoter shall conform to the final carpet area of the Unit allotted to the Allottee after the construction of the building is complete by furnishing details of the changes if any in the carpet area. The Cost of Property payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in carpet area then the Promoter adjust the excess money paid by Allottee as per the next milestone of the Payment Plan as provided in **Schedule IV**. If there is an increase in the carpet area of Unit, allotted to Allottee the Promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in **Schedule IV**. All these monetary adjustments shall be made at the same rate per square meter/foot.
- 1.7 Subject to Para 9 the Promoter agrees and acknowledges that, the Allottee shall have the right to the Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Unit.
- (ii) The Allottee shall also have undivided proportionate share in Common Areas & Facilities of the Project. Since the share/interest of Allottee in common areas of the Project is undivided and cannot be divided or separated, the Allottee shall use the common areas of the Project/Township along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas of the Project to the association of allottees after duly obtaining the completion certificate from the Competent Authority or upon deemed completion as the case may be, as provided in the Act.

- (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his/her Unit. The Promoter discourages such kind of visit by the Allottee and his/her family members due to the risks involved at construction site. If at all the Allottee decides to visit the site, he/she shall only do so after intimating the Promoter or its site engineer and after taking due care and proper safety measures at his/her own responsibility. The Promoter shall in no way, be held responsible for any accident/mishap involving the Allottee and his/her accompanying persons while visiting the site.
- 1.8 It is made clear by the Promoter and the Allottee agrees that the Unit along with allocated Car Parking shall be treated as a single indivisible unit for all purposes. The Allottee is aware that the allocated Car Parking Space cannot be dealt otherwise by the Allottee independently of the Unit. The Unit along with the Car Parking Space shall be treated as a single indivisible unit for all purposes including but not limited for the purposes of the Apartment Ownership Act. As the Car Parking Space is an integral and indivisible part of the Unit, the Allottee undertakes not to transfer the exclusive right to use in favour of any third party without transfer and assignment of the Unit.
- 1.9 The Allottee understands and agrees that for better governance and management of open parking area/s and to avoid any confusion among the allottee/s, the Promoter had allocated and will allocate the open parking/bay to certain allottee/s only to the exclusion of others allottee/s of the Project. The Allottee hereby acknowledges that the open parking arrangement is beneficial for all the residents of the Project including himself/herself and as such he/she irrevocably consents (i) not to randomly park his/her vehicle/s in the common area/s of the Project or the parking space/bay allocated to other allottee/s of the Project (ii) to park his/her vehicle only in the space allocated to him/her.
- 1.10 The 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 Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liabilities, mortgage loan and interest thereon before transferring the Unit to the Allottee, the Promoter agrees to be liable, even after the transfer of the Unit to pay such outgoings and penal charges, if any, to the authority or persons to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11 The Allottee has paid a sum of Rs. (Rupees..... only) towards the booking amount being part payment towards the Cost of Property of the Unit at the time of Application Form the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining Cost of Property of the Unit as prescribed in the Payment Plan [Schedule IV] without any need of any demand letter and/or reminder from the Promoter.

Provided that if the Allottee delays in payment towards any amount which is payable, he/she shall be liable to pay interest at the interest rate as prescribed in **Schedule IV**.

2. MODE OF PAYMENT

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, within the stipulated time as mentioned in the Payment Plan [Schedule IV] through A/c Payee cheque/demand draft/bankers cheque in favour of '**Eldeco Housing and Industries Limited**'.
- 2.2 The Allottee agrees that the payment shall be considered received when it actually gets credited to the bank account of the Promoter. If any of the cheques submitted by the Allottee to the Promoter is dishonoured for any reasons, then the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender/s a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including

the dishonour charges of **Rs. 5000/- (Rupees Five Thousand only)**(for each dis-honor). In the event of dishonor of any payment cheque, the Promoter has no obligation to return the original dishonored cheque.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee 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.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the Applicable Laws. The Promoter shall not be responsible towards any third party making payment Remittances on behalf of any Allottee and such third party shall not have any right in this Agreement in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only when the necessary payment is received from the Allottee's account.

4 ADJUSTMENT/APPROPRIATION OF PAYMENTS

- 4.1 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Unit, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her payments in any manner.
- 4.2 It is clarified that all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments. Thereafter, towards the interest levied on the previous pending installment (if any) and, thereafter the pending installment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount.

5. TIME IS ESSENCE:

The Promoter 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 offering the Unit to the Allottee subject to Force Majeure Events and reasons beyond the control of the Promoter.

6 CONSTRUCTION OF THE PROJECT AND UNIT

The Allottee has seen the layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the Competent Authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in the Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authority and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Government and shall not have an option to make any variation/alteration/modification

in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7 POSSESSION OF THE UNIT AND COMPENSATION

(i) Schedule for possession of the Unit:

- a. The Promoter agrees and understands that timely offer of possession of the Unit is the essence of the Agreement. The Promoter shall endeavor to offer possession of the Unit to the Allottee on or before the date specified in **Schedule ____ (“Date of offer of Possession”)**. The Date of offer of Possession shall be subject to the provisions of the Agreement and also subject to Force Majeure Events and the reasons beyond the control of the Promoter.
- b. In the event the possession of the Unit is delayed beyond the date as agreed hereinabove *inter alia* for any reason, the Promoter shall be entitled to extension of 12 [twelve] months (**“Extended Duration”**) for handover of possession and completion of construction.
- c. In case the Promoter is forced to discontinue the construction of the Unit and/ or Project due to Force Majeure Events and/ or due to operation of any law or statutory order, then the Promoter shall be liable to refund the amounts paid by the Allottee without any liability towards interest or compensation or loss of profit or costs or damages, subject to deduction of applicable taxes, within 6 (six) months from the happening of such eventuality. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under the Application/Agreement.

(ii) Procedure for taking possession :

The Promoter upon completion of construction of the Unit shall issue written Offer of Possession/Final Demand Notice (herein ‘**Offer Letter**’) to the Allottee. The Allottee on issuance of Offer Letter shall make payments as per the Offer Letter and take possession within such period as may be mentioned in the Offer Letter. The Allottee shall before taking over the possession of the Unit clear all outstanding dues and amounts as mentioned in Schedule IV and also pay the applicable GST and any other tax, levy, cess or any other charges levied by the statutory authorities in respect of the Unit. It clarified that the Final Finishing of the Unit may be pending on the date of Offer Letter, which will be done within 60 days of receipt of all dues, charges, amounts, taxes etc. by the Promoter.

(iii) Failure of Allottee to take Possession

- a. The Allottee in case fails to take possession of the Unit within such date as mentioned in the Offer Letter, then Unit shall lie at the risk and cost of the Allottee and the possession of the Unit shall be deemed to have taken by the Allottee on the expiry of date stipulated in the Offer Letter. The monthly recurring maintenance charges (MRMC) shall commence from the MRMC Commencement Date, (defined hereinafter). It is clarified that in case Allottee fails to clear dues and take possession then:
 - MRMC, Holding Charges shall be payable by the Allottee from the MRMC Commencement Date
 - Promoter shall have the option not to undertake Final Finishing and handover the Unit without Final Finishing in case the Allottee fails to clear dues or take possession within six months from the date of Offer Letter. However, in such a case the cost credit, (as per Promoter’s estimation, which is final and

binding) for the items not so executed for Final Finishing will be given to the Allottee or adjusted against the unpaid amount. It is clarified that in case Final Finishing is already done by the Promoter then the Promoter shall not be required to do it again when the Allottee finally comes forward to take possession of the Unit.

- b. The Allottee in addition to payment of interest for delayed payments, if any, shall be liable to pay Holding Charges as specified in Schedule IV from MRMC Commencement Date till the Allottee takes actual possession of the Unit. During the period of the said delay by the Allottee, the Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition of material/ fixtures.

- (iv) **Possession by the Allottee:** The Allottee upon receiving Offer Letter shall take possession of the Unit from the Promoter within 2 months of receiving of Occupation certificate/ completion certificate by executing necessary indemnities, undertakings and such other documentation as prescribed in this regard and the Promoter shall thereafter give possession of the Unit to the Allottee .

(v) **Cancellation by Allottee –**

- a. In case Allottee wishes to withdraw/cancel the Agreement /allotment of the Unit then the Promoter shall refund all such amounts paid by the Allottee till the date of cancellation without interest subject to forfeiture of Earnest Money and with Non Refundable Amount. The Promoter shall upon cancellation as aforesaid, refund 50% of the balance amount (after deduction of the amount mentioned as above) within 45 (forty five) days of such cancellation/ withdrawal and the remaining 50% of the balance amount within one year or days from the sale proceeds as and when realized from re-allotment of the said Unit whichever is earlier, either by way of (i) personal hand delivery of cheque(s) to the Allottee, or (ii) courier of cheque(s) to the Allottee at the aforementioned address mentioned in the Application/ Agreement, or (iii) by any other means as the Promoter may deem fit. In the event the Allottee is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter's liability shall end on such date. Such refund shall be in the name of the first Allottee (as per the Agreement) /lender (in case the Allottee has procured a loan from a bank/ financial institution), as the case may be.
- b. The Allottee shall not have any right, title and/ or interest with respect to the Unit upon the cancellation and/or termination of the Agreement/allotment of the Unit as aforesaid and the Promoter shall be at liberty to re-allot/sell or otherwise deal with the Unit with any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, absolute and unfettered discretion think fit and proper and the Allottee waives his/her right to raise any objection or dispute in this regard.
- c. The Allottee undertakes to present himself/herself for surrender/cancellation of the Agreement, upon termination/cancellation of the Agreement/allotment of the Unit as may be required under the Applicable Laws, at the office of the concerned sub-registrar of assurances. The Allottee undertakes to pay applicable, registration charges, legal expenses and all other miscellaneous and incidental expenses for termination/cancellation of the Agreement/allotment of the Unit.

(vi) **Compensation:**

- a. In the event of any delay in handing over possession of the Unit to the Allottee on the Date of Offer of Possession and/ or beyond the Extended Duration and/ or further extension of time for completion of construction of the Unit, the Allottee agrees that he/she/they shall be entitled for Rs. 10/- per sq. ft. per month only of the carpet area of the Unit from the expiry of Extended Duration or further extended time (as aforesaid), as the case may be till the date of Offer Letter (defined hereinafter), provided he/she/they has/have complied with all the terms and condition of the Agreement. It is expressly clarified and agreed that (i) no compensation is payable on the amount/s received towards the stamp duty, registration fee, GST, TDS, deposits, charges etc. and/or Pass Through Charges (ii) nothing shall be payable by the Promoter beyond the date of Offer Letter, for any reason whatsoever, irrespective of the Allottee not taking possession of the Unit (iii) in case of any inconsistency, the provisions of the Act shall prevail.
- b. Notwithstanding any of the provisions herein, the interest on the amount paid by the Allottee & compensation for delay shall not be paid and Date of Offer of Possession shall be extended on account of any Force Majeure Events and/ or due to non-compliance of the terms and conditions by the Allottee.
- c. Additionally, the interest on the amount paid by the Allottee and compensation for delay shall not be paid in the following events:
 - i. For the period of delay caused due to reasons beyond the control of the Promoter and/or its agents and/or
 - ii. For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Allottee during inspection of the Unit, and/or
 - iii. For the period if the Allottee commit/s any default and/ or breach of the terms and conditions
 - iv. For the period of delay incurred due to additional work to be completed on the request of the Allottee for certain additional features, upgrades, in the Unit, in addition to the standard Unit, and/or,
 - v. For the period of inordinate delay incurred due to LDA/ Competent Authority or any other governmental authorities in granting the necessary approvals for commencing and completing the development of the Project, including (without limitation), the grant of approval by the Ministry of Environment and Forest (MOEF) for construction, grant of occupation/completion certificate.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has clear and marketable title with respect to the Project Land and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- (iii) There are no encumbrances upon the Unit.
- (iv) The 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 created herein, may prejudicially be affected;

- (v) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project which will, in any manner, affect the rights of Allottee under this Agreement;
- (vi) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated in this Agreement;
- (vii) The Unit 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 Unit.
- (viii) There are no litigation(s) pending before any Court of law or Authority with respect to the Project Land, Project or the Unit to the best of the Promoter's knowledge as on the date of Agreement.
- (ix) All approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project.
- (x) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated in this Agreement
- (xi) At the time of execution of the Sale Deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee.
- (xii) To the best of the Promoter's knowledge 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 Project Land) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- a) Subject to the *Force Majeure Events* or reasons beyond the control of the Promoter or due to non-compliance of the terms and conditions by the Allottee or for the period of inordinate delay incurred due to any Competent Authority or any other governmental authorities in granting the necessary approvals for commencing and completing the development of the Project, grant of occupation/completion certificate, the Promoter shall be considered under a condition of Default, in the following events:
 - (i) The Promoter fails to offer possession of the Unit to the Allottee within the time period specified herein or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority, as may be extended from time to time. For the purpose of this para, 'ready to move in possession' shall mean the Unit shall be in a habitable condition.
 - (ii) Discontinuance of the Promoter's business as a Promoter.
- b) In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:
 - (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or
 - (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit:
- c) The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payment on the due date as per the **Schedule IV** or is in breach of other terms of the Agreement .
 - (ii) Without prejudice to the rights of the Promoter to charge interest in terms of this Agreement, on the Allottee committing default in payment of any outstanding amount within 90 days of the due date/demand (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or upon the Allottee committing breach of the terms and conditions of this Agreement, then without prejudice to the rights and remedies of the Promoter, the Promoter shall at its sole discretion , be entitled to terminate this Agreement. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Speed/Registered Post at the address provided by the Allottee and mail at the e-mail address provided by the Allottee of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the time period specified in the notice then at the expiry of such notice period, the Promoter shall be entitled to terminate this Agreement.
 - (iii) The Promoter upon termination of the Agreement as per above clause shall refund all such amounts paid by the Allottee till the date of termination without interest subject to forfeiture of the Earnest Money along with Non Refundable Amount. The Promoter shall upon termination as aforesaid, refund the balance amounts (after deduction of the amount mentioned as above) within 45 (forty five) days from the sale proceeds as and when realized from re-allotment of the Unit, either by way of (i) personal hand delivery of cheque(s) to the Allottee, or (ii) courier of cheque(s) to the Allottee at the aforementioned address mentioned in this Agreement, or (iii) by any other means as the Promoter may deem fit. In the event Allottee is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter's liability shall end on such date. Such refund shall be in the name of the first Allottee (as per the Agreement) /lender (in case the Allottee has procured a loan from a bank/ financial institution), as the case may be. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee shall be accordingly delayed without any claim towards interest for such delay
- (d) The Allottee undertakes to pay applicable, registration charges, legal expenses and all other miscellaneous and incidental expenses for termination/cancellation of Agreement /allotment of the Unit.

10. MAINTENANCE

- 10.1 The Allottee agrees to pay maintenance charges for the maintenance and management of the Common Areas and Facilities of the Project and Common Areas and Facilities of the Township.
- 10.2 The Allottee agrees to pay to the Promoter or Maintenance Agency the Maintenance Charges towards the maintenance and upkeep of the Common Areas and Facilities (excluding internal maintenance of the Unit) of the Project and Common Areas and Facilities of the Township (herein "**MRMC Charges**"). The Allottee understands & agrees that the MRMC Charges may be enhanced by the Promoter or the Maintenance Agency from time to time. Incidence of GST/any Taxes etc. on MRMC Charges and outsourced services shall be borne by the Allottee.
- 10.3 For the purposes of avoidance of doubt, it is clarified that the MRMC Charges shall commence on expiry of 60 (sixty) days from the date of Offer Letter, regardless of whether the Allottee has taken such

possession of the Unit (for fit outs) or not. Such date shall be referred to as “**MRMC Commencement Date**”.

- 10.4 The Allottee agrees that on issuance of Offer Letter of the Unit, an Interest-Free Maintenance Security (herein “**IFMS**”) towards the security for payment of charges for maintenance, upkeep of or any damages to, the Common Areas and Facilities of Project and Common Areas and Facilities of the Township shall be payable by the Allottee as mentioned in **Schedule IV**. The IFMS shall become payable within 30 days from the date of Offer Letter by the Promoter, whether or not the Allottee takes possession of the Unit.
- 10.5 The Allottee agrees that upon offer of possession of Unit he/she agrees to enter into a Maintenance Agreement with the Promoter or Association / or any other nominee/agency/association/s as may be appointed / nominated by the Promoter (herein “the **Maintenance Agency**”) for the maintenance and upkeep of Common Areas & Facilities (excluding internal maintenance of the Unit) of the Project and Common Areas and Facilities of the Township. However, failure on the part of Allottee to enter into Maintenance Agreement for any reasons whatsoever, shall not absolve him/her/them from their obligation to pay the MRMC Charges and other related charges.
- 10.6 The Allottee agrees to pay monthly/quarterly/yearly MRMC Charges as intimated/demanded by the Promoter/ Maintenance Agency, irrespective of the fact, whether the Allottee is in occupation of the Unit or not, within a period of 7 days of demand. In case of delay in payment of MRMC Charges, interest @ 12% p.a. shall be charged for the period of delay. The Promoter/Maintenance Agency reserves the right to determine/collect the MRMC Charges in advance as per its policy. No interest shall be payable on such advance collection.
- 10.7 The Allottee agrees that in case of his/her/their failure to pay the MRMC Charges on or before the due date then the Promoter/Maintenance Agency is entitled to deny him/her/them maintenance services and the Promoter/Maintenance Agency shall also be entitled to effect disconnection of services that may include disconnection of water/sewer, power, power backup etc. and debarment from usage of any or all Common Areas & Facilities of the Project. Further, non-payment of MRMC Charges shall constitute a breach of the terms contained herein by the Allottee.
- 10.8 The Allottee agrees that in the event the MRMC Charges, other charges/dues etc. are in arrears for more than three months then the Promoter shall have the right to terminate the allotment by a notice in writing to the Allottee of 30 days (herein “**Notice Period**”). If such notice is issued then Allottee will have the right to clear the arrears within the Notice Period and upon such payment within the Notice Period, the termination notice shall stand withdrawn. As a result of such cancellation, the Earnest Money may be forfeited in favour of the Promoter and the Allottee shall have no right, interest or lien in the Unit. The refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments and other dues, if any, shall be governed by the provisions contained herein.
- 10.9 The Allottee agrees that the Promoter / Maintenance Agency will maintain the Project till the maintenance is handed over to the Association or for a period of 1 year from the date of completion of Project, whichever is earlier. The Promoter is not bound to maintain the Project beyond a period of one year, as aforesaid. The Allottee understands that the IFMS lying with the Promoter shall not earn any interest, and no such amount shall be creditable to his/her/their account. If the Association (as the case may be) fails to take over the maintenance within that period, the Promoter is authorized to cease the maintenance and return the IFMS after deducting any default of MRMC Charges etc. along with interest accrued thereon & other charges/deposits borne by the Promoter with respect to the Project and discontinue its maintenance. It is clarified that IFMS pool “net of aggregate defaults” of all the allottees will be transferred to the Association, as and when it is formed or on failure of Association to take over the maintenance within the prescribed period, to the allottee(s) directly. However, the Promoter may manage the maintenance & upkeep of the Project even after the said period of one year (as aforesaid) and in such an event, the Promoter shall retain IFMS and levy MRMC Charges till such time the maintenance is not handed over to the Association.
- 10.10 The Allottee agrees that he/she/they will neither himself/herself do nor permit anything to be done which damages Common Areas and Facilities of Project and Common Areas and Facilities of the Township, adjoining unit/s / areas etc. or violates the rules or bye-laws of the Local Authorities or the Association, Apex Association. The Allottee shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Promoter may recover the expenditure incurred in such rectification from the Allottee’s IFMS along with liquidated damages equivalent to such amount incurred. In case IFMS is

insufficient to meet such expenditure or losses than the Promoter shall be entitled to raise demand against it, which shall be strictly payable by the Allottee within 30 days of such demand. However, in such an event Allottee shall make further payment to maintain required balance of IFMS as applicable. The Allottee shall always keep the Promoter indemnified in this regard.

- 10.11 The Allottee agrees that the common 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 in the Project for organizing meetings and small functions, the same shall be used on payment basis.
- 10.12 The Allottee agrees that the he/she/they or his/her/their nominees/ agents/ employees etc. shall at all times comply with the rules and regulations as may be laid down by the Promoter or Maintenance Agency.
- 10.13 The Allottee agrees that the maintenance of the Unit including structural maintenance, regular painting, seepage etc. shall be the exclusive responsibility of the Allottee from the lapse of the period as may be mentioned in the Offer Letter date of possession or possession due date, whichever is earlier.
- 10.14 The Allottee understands and agrees that the Promoter might take bulk supply electricity connection to distribute power in the Project and in such case Allottee shall not apply to the concerned department directly for supply of electrical energy in the Unit. However, if for any reason the Promoter not able to get bulk supply electricity connection due to technical reason or otherwise then the Promoter will only be providing cable network for electricity distribution in the Project and the allottees shall at its own cost and expenses apply to concerned department directly for power in the Unit and shall accordingly pay the electricity bill directly to the concern department.
- 10.15 The Allottee understands and agrees that the Promoter to administer the collection of charges towards general maintenance, power, power back up, water supply etc may, in its discretion integrate the billing and collection of charges through a common mechanism including pre-paid meters.
- 10.16 The Promoter has informed the Allottee it proposed to develop a multi-purpose hall with facilities within the Project and all the allottees of the Project will have exclusive right to use the same on payment of usage charges as stipulated. The Promoter has also informed the Allottee that it has developed a club under the name "*Capital City Club*" ("*Club*") within the Township with certain amenities and facilities etc. The allottees of the Township and the allottee/s of the Project shall be allowed to use the Club subject to membership and on payment of usage charges and on such terms and conditions as may be stipulated by the Promoter/his nominee/transferee from time to time.
- 10.17 The Allottee agrees to form and join an Association comprising of the allottees of the Project (herein "**Association**") for the purpose of management and maintenance of the Project and sign and execute the membership application form and other documents, pay necessary membership fees, legal charges etc. necessary for the formation of and registration of such Association. No objection shall be made by the Allottee/s with respect to the same. The Promoter shall not be liable for any claims or penalties for delay in forming the Association, on account of any delay of the unit/s owners in complying with the above.
- 10.18 The management and maintenance of only Common Area and Facilities of the Project will be transferred to the Association of Allottees of Project. Areas like shops/commercial spaces/apartments for commercial use, and kiosks (if provided) etc. shall not be handed over to the Association and shall be owned by the Promoter.
- 10.19 The Allottee agrees to join (either directly or through Association) an association of all the allottee/s of the Township ("**Apex Association**") for maintenance and management of Common Areas and Facilities of the Township and pay the common area charges of the Township.
- 10.20 The Allottee shall on demand pay to the Promoter legal cost, charges and expenses, including professional costs of advocates of the Promoter in connection with formation of the Association / Apex Association and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering this agreement with respect to undivided proportionate title in the common areas in the Project in favour of the Association. On the formation of Association, rights of the Allottee to the Common Areas and Facilities of the Project shall be regulated by the bye laws and other rules and regulations. The Promoter may become a member of the Association to the extent of all unsold and/or un-allotted premises, areas and spaces in the Project/Township.
- 10.21 The Allottee shall observe and perform all the rules, regulations of the Association that may be specified in detail under the bye laws of the Association, Including but not limited to the following:

- (i) The entrances in the Project/Township shall not be obstructed or used for any purpose other than ingress to and egress from the Unit;
- (ii) The Allottee shall not make or permit any disturbing noises in the Project/Township or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other Allottees/ occupants. The Allottee shall not use any loud speaker in the Unit which shall disturb or annoy other Allottee / occupants in the Project/Township;
- (iii) Water-closets and other water apparatus in the Project/Township shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Allottee if found to be in default;
- (iv) No bird or animal shall be kept or harboured in the Common Areas and Facilities in the Project. In no event shall dogs and other pets be permitted in any other part of the Project/Township unless they are accompanied by someone;
- (v) No television aerial shall be attached to or hung from the exterior of the Unit;
- (vi) Garbage and refuse from the Unit shall be deposited in such place only in the Project and at such time and in such manner as the Promoter / Association / Maintenance Agency may direct.
- (vii) The Allottee undertakes not to park his/her vehicles at area not specifically designated for his/her use as car parking. No vehicle belonging to a Allottee or to a family member, guest, tenant, employee of the Allottee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Project/Township.

The Allottee shall adhere to the rules and regulations mentioned at (i) to (vii) herein above and such further rules and regulations as may be made out by the Promoter/Association from time to time. The Allottee shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other out-goings as may be demanded or called upon by the Promoter/Association or Maintenance Agency, as the case may be.

11. DEFECT LIABILITY

11.1 If the Allottee brings to the notice of the Promoter any structural defect in the Unit within the time period as specified under the prevalent law it shall wherever possible be rectified by the Promoter without further charge to the Allottee. However, Parties agree and confirm that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the Unit or defect in workmanship, quality or provision of service. The Promoter shall be discharged from its liability as aforesaid in the event the Allottee carries out any structural modifications, alterations at his/her own accord and/or if the Allottee makes any changes in the structure, location, use and type of the areas, utilities and specifications and fixtures in the Unit. Additionally, the Promoter shall not be liable in case of the following :

- (i) Structural defects caused or attributable to the Allottee including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose;
- (ii) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.;
- (iii) Structural defects induced by force majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.;
- (iv) Structural defects occurring in the Unit or Unit that has undergone un-authorised civil renovations by the Allottee.
- (v) Damage caused by failure on the part of Allottee to undertake routine and expected care and internal maintenance of the Unit.

11.2. Any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 12.1 above) the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee/s and the Allottee/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

12. RIGHT TO ENTER THE UNIT / PROJECT FOR REPAIRS

- 12.1 The Promoter/Maintenance Agency /Association and their representatives, surveyors, architects, agents etc. shall have rights of unrestricted access of all Common Areas & Facilities of the Project, for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Unit 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.
- 12.2 The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project and any common rights of ways with the authority to grant such rights to the Allottee and/or other allottees at the Project (present and future) at all times and the right of access to the Project for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, etc. situated at the Project/Township and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project and if necessary to connect the drains, pipes, cables etc. under, over or along the Project appurtenant to each and every building to be constructed at the Project without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/ other occupants of the Units constructed at the Project. Further, in case of exigency situations like fire, short circuits, leakages on the floor above or below or adjacent etc. of the Unit, the Allottee authorize/s the Promoter and / or Maintenance Agency to break open the doors/windows of the Unit and enter into the Unit to prevent any further damage to the other apartments in the Project. In such a case, the Promoter and / or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee on account of entry to the Unit as aforesaid and he Allottee hereby expressly consents to the same.

13. TRANSFER/NOMINATION

- 13.1 Subject to the terms of this Agreement and norms of LDA and subject to the Allottee clearing all dues including interest, taxes, levies etc. if any, at any time prior to execution of the Sale Deed, the Allottee may transfer or substitute or nominate a third party and may get the name of his/her transferee or nominee substituted in his/her place. The Promoter may permit such transfer/ substitution/ nomination on such conditions as it may deem fit and proper and in accordance with the Applicable Laws, notifications/Governmental directions, guidelines issued by LDA, if any, in this regard. Such transfer/ substitution/ nomination shall be permitted upon payment by the Allottee of such applicable charges (taxes extra) upon the Allottee providing necessary documents for transfer/ substitution/ nomination and on such terms and conditions and guidelines as it may deem fit by the Promoter. It is clarified that (i) stamp duty and registration charges as applicable on such transfer substitution/ nomination and (ii) transfer charges, fee etc if any imposed/levied/charged by LDA/Association on such transfer/ substitution/ nomination shall also be paid by the Allottee / third party transferee. In addition to above the Allottee has to pay an administrative fee of Rs 25,000/- to the Promoter for transfer/substitution/nomination.
- 13.2 The Allottee for any transfer of the said Unit after execution and registration of Sale Deed in his/her favour, shall obtain No Objection Certificate from the Promoter and shall pay an administrative fee of such amount as per prevailing policy of the Promoter in this regard.

14. GENERAL

- 14.1 The Allottee ensures and undertakes that all Fit-outs/interior works done internally within the Unit shall not pose any nuisance to the other occupants/purchasers of the Project and also protect against fire, pollution or health hazards, noise, etc. in the Project/Township.
- 14.2 The Allottee shall not alter the façade, color scheme of the Unit or make any such alterations which are visible on the external façade of the Unit.

- 14.3 The Allottee shall use the Unit as per the provisions of this Agreement, and bye laws of the Association/Apex Association and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other unit/s in the Project nor for any illegal or immoral purposes.
- 14.4 The Allottee shall from the expiry of date to take possession of the Unit within such date as mentioned in the Offer Letter or the date of execution of the Sale Deed, whichever is earlier, be liable to bear all costs and expenses to keep the Unit in a good and tenantable state and condition including structural maintenance, regular painting, seepage etc. The Allottee shall carry out, at his/her own cost and expenses, all internal repairs to the Unit and maintain the same and not do or suffer to be done anything in or to the Unit or in the Project which may be against the rules, regulations and bye laws of the Association or the Competent Authority. In the event the Allottee is guilty of any act or omission in contravention of this provision, the Allottee shall be responsible and liable for the breach and also for the consequential loss or damage, to the Promoter or Association or the Competent Authority, as the case may be.
- 14.6 The Allottee shall neither cause or cause to be done any structural changes or alteration to the superstructure, floor, ceiling, walls, beams, columns, shear walls, construction of boundary wall around the P-line of the Unit etc. nor remove any walls or change the position of the doors and windows, increase the area of the Unit whether temporary or of a permanent nature. The Allottee shall also not change the colour scheme of the outer or paintings of the exterior side of the doors and windows etc. of the Unit. The Allottee shall, with the prior written consent of the Promoter, be at liberty to fix safety grills on the windows of the Unit, of such design as the Promoter may specify (so as to obtain uniformity of design in the Project). In the event such written consent has not been obtained by the Allottee or there is a deviation from the specifications prescribed by the Promoter; the Promoter shall be entitled to remove, at the cost and risk of the Allottee, all such grills which may have been fixed at the Unit together with any decorations, alterations, additions or improvements in the Unit made by the Allottee in contravention to the provisions of this Agreement. The Allottee shall not fix or erect sun screens or weather shades, whether temporary or permanent, on the exterior of the Unit in any manner whatsoever. The Allottee agrees and confirms that in the event the Allottee takes any such steps as stated in this sub clause the same shall be at the sole responsibility, risk and consequence of the Allottee and the Allottee shall indemnify the Promoter towards all losses, damages that may be suffered or costs, charges, fines etc., that may have to incurred by the Promoter.
- 14.7 The Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance taken or to be taken in respect of the Project or any part thereof or whereby any increase in the premium becomes payable in respect of the said insurance.
- 14.8 The Allottee hereby declare/s, agree/s and confirm/s that the monies paid/payable by the Allottee under this Agreement towards the Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "**Money Laundering Regulations**"). The Allottee further declare/s and authorize/s the Promoter to give personal information of the Allottee to any statutory authority as may be required from time to time. The Allottee further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee further agree/s and confirm/s that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoter shall at its sole discretion be entitled to terminate this Agreement. Upon such termination the Allottee shall not have any right, title or interest in the Unit neither have any claim/demand against the Promoter, which the Allottee hereby unequivocally agree/s and confirm/s. In the event of such termination, the monies paid by the Allottee shall be refunded by the Promoter to the Allottee in accordance with the terms of this Agreement only after the Allottee furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

- 14.9 The Allottee shall neither encroach upon the Common Areas and Facilities of the Project, passages, corridors or interfere with the amenities and services available for common use in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- 14.10 The Allottee shall not store in the Unit or bring into the Project any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project or which is objected to by the Promoter or the Association. If any damage is caused to the Unit, Common Areas and Facilities of the Project, or to the Project on account of any act, negligence or default on part of the Allottee or his/her employees, agents, servants, guests, or invitees, the Allottee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoter or the Association or Maintenance Agency, as the case may be, whose decision in this regard shall be final and binding on the Allottee.
- 14.11 The Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the Common Area and Facilities of the Project or any portion of the Project.
- 14.12 The Allottee shall not be entitled to install its personal / individual generator(s) for providing power back up to the Unit. However, they may install UPS systems within the Unit.
- 14.13 The Allottee shall not (i) undertake any act, deed or thing; or (ii) cause anything to be done; which may on its own or have the effect of, sub-dividing (directly or indirectly) the Unit or land underneath or lands forming part of Common Areas and Facilities of the Project.
- 14.14 The Project shall always be known as **"Eldeco City Dreams"** and this name shall not be changed by anyone including the Allottee or his/her lessees / occupant(s) / transferee(s) / assignee(s) / Association etc. However, the name of the Project may be changed at the sole discretion of the Promoter and the Allottee shall not be entitled to raise any objection/hindrance on the same.
- 14.15 The Allottee agrees and confirms that the present Agreement and the payment made hereunder do not create or bring into existence any lien/ encumbrance over the Unit in favour of the Allottee against the Promoter other than rights and interests as contemplated under this Agreement. Further, the Allottee agrees that he/she shall not, without the written approval of the Promoter, create any encumbrance, mortgage, charge, lien, on the Unit, by way of sale, agreement of sale, lease, license, loan, finance agreement, other arrangement or by creation of any third party interest whatsoever, till the date of execution and registration of the Sale Deed in his/her favour by the Promoter. However, the Allottee may, for the purpose of facilitating the payment of the Cost of Property and any other amounts payable under this Agreement apply for and obtain financial assistance from banks/financial institution after obtaining prior written permission from the Promoter. The Allottee may enter into such arrangements/ agreements with third parties, as may be required, which may involve creation of a future right, title, interest, mortgage, charge or lien on the Unit only when the ownership/ title in the same is conveyed/ transferred in his/her favour by virtue of execution and registration of the Sale Deed. Any such arrangement/ agreement shall be entered into by the Allottee at his/her sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter may issue the permission/ NOC as may be required by the banks/ financial institution subject however, that the Promoter shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Allottee may obtain from such bank/ financial institution. The Allottee shall, at the time of grant of permission or NOC by the Promoter, furnish an undertaking / declaration to the Promoter to indemnify the Promoter for all costs, expenses, injuries, damages etc. which the Promoter may suffer for any breach / default that may be committed by the Allottee to the third party(ies) / banks/ financial institution. In this regard, the Promoter may at the request of Allottee, enter into a tripartite agreement with the Allottee's banker / financial institution to facilitate the Allottee to obtain the loan from such bank / financial institution for purchase of the Unit. The Allottee hereby agrees that the Promoter shall be entitled to terminate this Agreement at the request of the Allottee's banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Allottee.
- 14.16 The Allottee shall not put up any name or sign board, neon sign, publicity or advertisement material within or outside the Unit, in the Common Areas and Facilities of the Project and Common Areas and Facilities of the Township or on the external façade of the Project. However, the Allottee may affix name plates / name boards only at the designated areas and of such sizes as may be previously approved in writing by the Promoter or the Association, as the case may be. The Allottee agrees to obtain a prior

- written approval from the Promoter or the Association, as the case may be, in respect of format, type, design, size, colour, material and lettering of the aforesaid sign board / name plates, etc.
- 14.17 Till the time each such unit/s in the Project is not separately assessed, the Allottee agrees to pay on demand all taxes, charges viz property tax, municipal tax, water tax etc. and/or any enhancement thereof whether leviable now or in future, on the Project, as the case may be, in proportion to the Carpet Area of the Unit. Such apportionment of the taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Promoter or the Association, as the case may be, and the same shall be conclusive, final and binding upon the Allottee.
- 14.18 In case of termination of this Agreement, all documents executed/ received by the Allottee(s) in furtherance thereto shall stand terminated for all intents and purposes and the Allottee(s) shall return all documents (in original) to the Promoter.
- 14.19 The Cost of Property is exclusive of the statutory deposits to be made by Promoter to Competent Authorities towards electricity, water and other facilities at the Project. The same shall be payable by the Allottee on a pro-rata basis as and when demanded by Promoter/ Competent Authority..
- 14.20 The Promoter will not be responsible for providing public access road and other civic infrastructure facilities which are controlled by Government Agencies/Statutory authorities. The Promoter has further clarified to the Allottee that the Project may not have the necessary external civic and infrastructure facilities in place as on the date of booking, allotment or at handing over of possession of the Unit, as the same is to be provided by the concerned government or local authority or body. The Allottee agrees that since this is beyond the control and scope of the Promoter, they shall not hold the Promoter responsible for the delay/ non-provision of civic and infrastructure facilities by any authority.
- 14.21 The Allottee hereby agrees and undertakes that he/she/they shall pay the insurance premium of the Unit and proportionate common area of the Project, from such date as intimated by the Promoter and the same is in addition to Cost of the Property.
- 14.22 The Allottee acknowledge(s), agree(s) and undertake(s) that the Allottee shall neither hold the Promoter or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Allottee nor make any claims/demands on the Promoter or any of its sister concerns/ affiliates with respect thereto.
- 14.23 The Allottee undertakes that the Allottee has/have taken the decision to purchase the Unit in the Project out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.
- 14.24 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 14.25 The Allottee understands and agrees that the power back up arrangements like diesel generator sets or other forms of power back up supply in the Project are proposed to be designed & installed by the Promoter on the basis of diversity factor considering group diversity @ 50 %. The Allottee agrees that he/she/they, either singly or in combination with other Allottee/s in the Project shall not claim that the installed capacity be the cumulative of all the power back up load sold by the Promoter to different Allottee/s.
- 14.26 The Allottee understand and agree that except ownership rights of the Unit area and impartible undivided proportionate interest in the Common Areas and Facilities of the Project, no rights of any kind shall accrue to the Allottee in any part of the Township, including but not limited to institutional area/ blocks, schools, shops/ commercial area/ commercial apartment, Club on the Total Land, and the same shall always remain the property of the Promoter and be dealt in a manner the Promoter may deem fit and proper. The Allottee further acknowledges that he/she does not have any right in relation to the development/ proposed development in the area left after Project Land and hereby expressly gives his/her/their no objection to such development including development to be carried on account of an increase in FAR, modification of the master plan of Township due to change in applicable governmental laws, rules and regulations, etc.

- 14.27 The Allottee hereby acknowledges and agrees that the Promoter will be entitled to make changes in the plan of the Township without any consent of the Allottee. The Allottee hereby provides his/her no objection for the same.
- 14.28 The Allottee is aware that the Promoter shall be carrying out extensive development/ construction activities at any time in future on the Total Land and that the Allottee has confirmed that he/ she/they/it shall not raise any objections or make any claims or default in any payments of the maintenance charges as demanded by Promoter or the Maintenance Agency on account of inconvenience, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities in the Township. The Promoter for better planning, further construction on any portion of vacant land in the Total Land if becomes possible shall be entitled to take up such further construction and the Allottee shall have no objection for the same if not affecting the UnitUnitUnitUnitUnit.
- 14.29 In case the Allottee desire/s (with prior written approval/consent of the Promoter) to carry out the tiling, painting or replacement of fixtures and fittings on its own other than the specifications agreed herein, no request of reimbursement of expenses towards the same or any deduction in the Cost of PropertyCost of Property of Unit shall be considered by the Promoter.
- 14.30 The Allottee understands and agrees that in the event of paucity or non-availability of any material and/or brand the Promoter may use alternative materials/ article and/or equivalent brand, but of similar good quality. Natural stones, marbles, tiles susceptible to staining and variations in shade and pattern. The Promoter shall not be held liable in any manner whatsoever for the same.
- 14.31 The Allottee confirm that he/she/they have not relied upon the interiors depicted / illustrated in the sample flat or show flat and agree and understand that the same is shown only as a suggested layout without any obligation on the part of the Promoter to provide the same. The Allottee further understands and acknowledges that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification for any unit and/or service and the Allottee has not relied on the same for purchase of the Unit.

15. ADDITIONAL CONSTRUCTIONS:

The Promoter 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.

The Allottee agrees and understands that if the FAR is increased by the Competent Authority beyond the current applicable FAR, the Promoter shall have the exclusive right and ownership on the additional FAR. The Promoter shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings on the Project Land as per the approvals granted by the Competent Authorities and as per Applicable Laws. The Allottee further agrees and confirms that any such additional construction shall be the sole property of the Promoter, which the Promoter shall be entitled to dispose of in any manner it chooses. The Allottee shall give its consent as required under the Applicable Law.

All FAR at any time available in respect of the Project or any part thereof shall always belong absolutely to the Promoter, till the time the development of the entire Project as contemplated by the Promoter is completed by the Promoter.

16. MORTGAGE OR CHARGE

The Allottee hereby agrees and confirms that if the Promoter so desires, it shall be entitled to create security on the Project/ Project Land together with the buildings being constructed thereon and receivable therefrom by availing loans or financial assistance or credit facilities from Banks and/ or Financial Institutions, against securities thereof, save and except the Unit allotted herein. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation, in any form including by way of deposit of title deeds, save and except the Unit. The Promoter shall be the

principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon. The Allottee hereby gives express consent to the Promoter to raise such financial facilities against security of the Project and together with the buildings being constructed thereon and mortgage the same with Banks and/ or Financial Institutions as aforesaid, save and except the Unit agreed to be transferred hereunder.

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

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the Apartment Ownership Act or any other prevalent law.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, the present allotment shall be treated as cancelled/ withdrawn by the Allottee and refund of amount shall be dealt in terms of the Application form signed by the Allottee.

The applicable stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for execution and registration of this Agreement and Sale Deed in respect of the Unit and undivided proportionate title in common area in favour of the Association shall be borne and paid by the Allottee as and when demanded by the Promoter. The proportionate share of stamp duty and registration fee, as may be applicable, for formation of the Association; and any additional stamp duty and registration charges, in the event the same becoming payable due to change or interpretation of Applicable Law, notification, order etc. including the stamp duty and registration fee which may be demanded by the Competent Authority due to under valuation of stamp, shall be borne and payable by the Allottee as and when demanded by the Promoter.

19. ENTIRE AGREEMENT:

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. This Agreement supersedes the Application issued by the Promoter. The Allottee hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Promoter and/or its agents to the Allottee and/or his/her agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee in any manner to enter into this Agreement. This Agreement may only be amended through written consent of the Parties.

20. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES:

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 Unit and the Project/Township shall equally be applicable to and enforceable against and by any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

21. WAIVER NOT A LIMITATION TO ENFORCE:

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

The failure of any non-defaulting Party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of the non-defaulting Party. The Parties acknowledge that a waiver of any term or provision hereof can only be given by a written notice issued on that particular occasion by the non-defaulting Party to the Party in default.

22. SEVERABILITY:

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void shall, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alters the terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

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

Wherever 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 of the Unit bears to the total carpet area of all the unit/s in the Project as the case may be.

24. 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.

25. PLACE OF EXECUTION

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub—Registrar at Lucknow.

26. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses mentioned herein above.

It shall be the duty of the Allottee and the Promoter 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 Promoter or the Allottee, as the case may be.

27. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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.

28. SAVINGS:

Any application, agreement, or any other document signed by the Allottee, in respect of the Unit, as the case may be, prior to the execution and registration of this Agreement for Sale for such Unit, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

29. 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 laws of India for the time being in force and the Uttar Pradesh courts will have the jurisdiction for this Agreement. Any change so prescribed by the Act and Rules shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act and Rules shall not have any effect.

30. INDEMNITY

The Allottee undertakes to indemnify and keep the Promoter, its nominees and its officers/employees harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs ("**Claims**") which may be faced, suffered, inflicted or incurred by the Promoter as consequence of breach of any of the terms and condition of this Agreement as also of any of its representations or warranties not being found to be true at any point of time or any other act or omission on the part of the Allottee or on the part of his/her/its/their personnel and/or representatives. It is agreed that the Allottee shall be responsible for the failure to comply with the obligations herein or for the occurrence of any Hazard within the Unit due to the Allottee's willful misconduct and/or negligence. In such an event, the Allottee shall keep and hold the Promoter fully indemnified for the quantum of loss, penalty caused or borne by the Promoter, claims or demands raised on the Promoter due to such willful misconduct and/or negligence on the part of the Allottee

31. RIGHT TO TRANSFER BY THE PROMOTER

The Promoter may sell, assign, mortgage or otherwise deal with or dispose of all their rights, titles and interests in the Project/Township or any part thereof to third party(ies) as may be permitted under the Applicable Laws.

In addition to the above, the Promoter reserves the right to assign / transfer all or any of its rights and obligations in respect of the Project in favour of any group company or associate company or a subsidiary company or a LLP or a special purpose vehicle to be formed / formed for the purpose of the execution of the Project in accordance with Applicable Laws. With effect from such date of assignment, all the letters and correspondence exchanged with the Allottee including the monies paid there under shall automatically stand transferred in the name of such new company/entity without any alterations in the original terms and conditions. The Allottee has no objection to the same and shall continue to perform all his obligations towards such new company/entity in accordance with the terms hereof.

32. DISPUTE RESOLUTION:

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 (i) the Parties shall in the first instance, if permitted under relevant laws, have the option to settle through arbitration in accordance to the procedure laid down under the Relevant Laws. Costs of arbitration shall be shared equally by the parties. The award of the Arbitrator shall be final and binding on the parties to the

reference. The arbitration proceedings shall be conducted in English only and be held at an appropriate location in Lucknow, (ii) or if not permitted under the prevalent law to adjudicate the dispute through arbitration, the said dispute shall be settled through the adjudicating officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale in the presence of attesting witness, signing as such on the place and date first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint Allottees)

(1) Signature

Name
Address

(2) Signature

Promoter:

(1) Signature (Authorized Signatory)

Name

At on in the presence of:

WITNESSES:

1. Signature

Name
Address

2. Signature

Name
Address

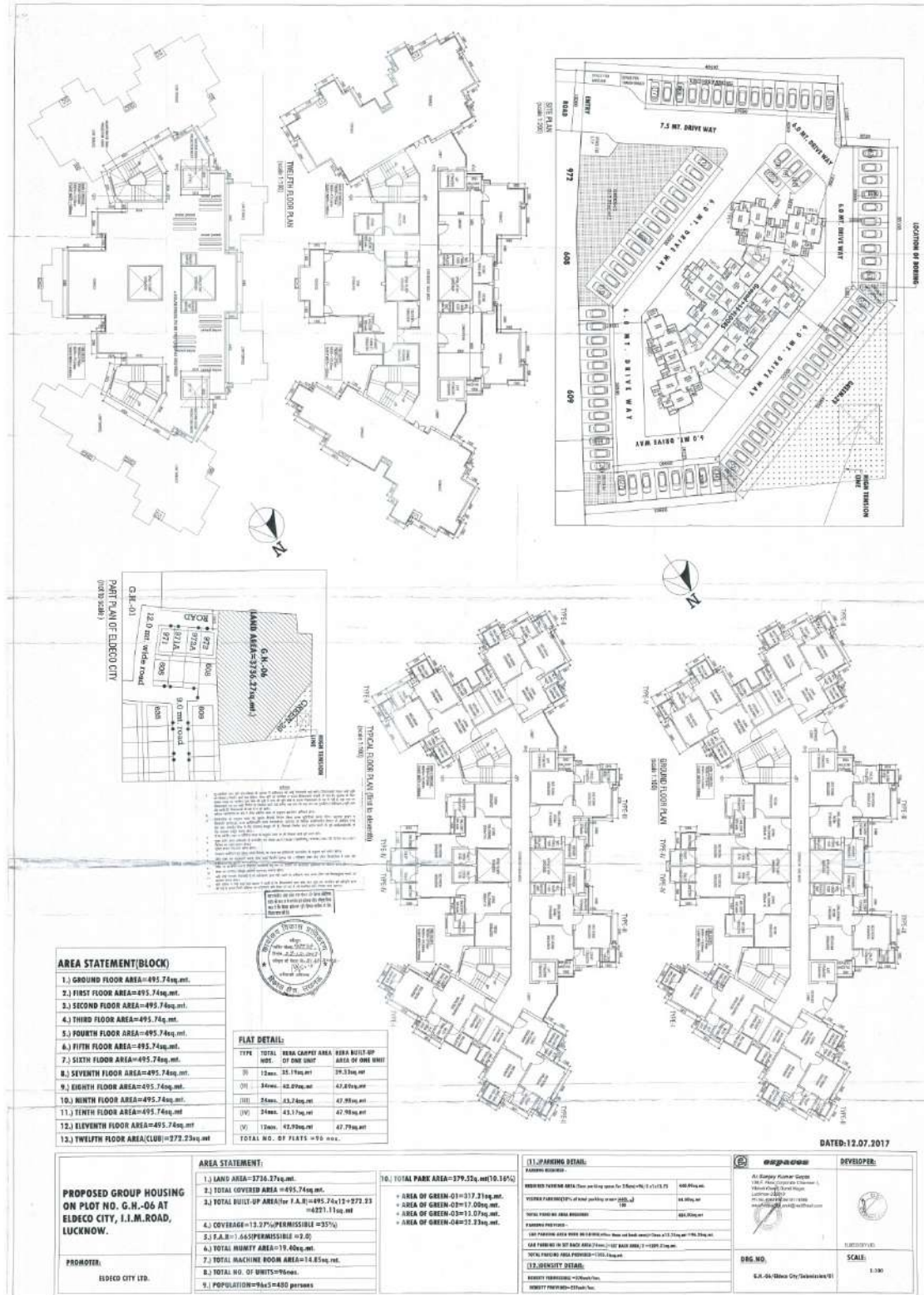
Accounts: _____

COO: _____

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

SCHEDULE I

APPROVED PLAN OF THE PROJECT



SCHEDULE II

APPROVALS

Sr. No.	List of approvals	Date
1.	<u>Approval of Building Plans</u> from LDA	December 22, 2017
2.	Fire NOC	November 15, 2017
3.	Environment Clearance (for expansion of integrated township Eldeco City, IIM road, Lucknow)	June 8, 2016
4.	RERA Registration Number and all RERA details	Registration no. UPRERAPRJ16415 Web link: http://www.up-rera.in

SCHEDULE III

Details of the Unit	Unit No.	
Building Name / Number		
Carpet Area of the Unit¹ (in sq. mtr and sq. ft)		
Exclusive Balcony / Verandah Area² (in sq. mtr and sq. ft) [if applicable]		
Exclusive Open Terrace Area³ (in sq. mtr and sq. ft) [if applicable]		
Car Parking Space (if allocated)	Location	Number
Date of offer of Possession^{##}		
Payment Schedule	Schedule ____	
Deposit, outgoings and other charges	Schedule ____	
Initial token amount / Application Money	Rs. /- ()	
Details of payment of Initial token amount	Dated	
Payments to be made in favour of	Bank Account Name: Bank Name : Bank Account No. : IFSC code :	
Interest for delayed payments	10% per annum or as per Applicable Laws	

* Area measurement is approximate and subject to variation.

¹"Carpet Area" means the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit.

²"Exclusive Balcony / Verandah Area" means the area of the balcony or verandah (including the area of the wall of the balcony/verandah area), as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Allottee.

³"Exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of a Unit, meant for the exclusive use of the Allottee.

Subject to terms and condition mentioned in this Agreement.

SCHEDULE IV**COST OF PROPERTY AND PAYMENT SCHEDULE****Cost of Property Payable**

Particulars	Amount (in Rs.)
Total Basic Cost	

Maintenance related charges/security/club fees to be paid before possession of the Unit

- Interest Free Maintenance Security (IFMS) @ Rs. 43.50/- per sq. ft./p.m. of Carpet Area of Unit.
- The indicative maintenance charges is @ Rs. 4/- per sq. ft.(per month) of Carpet Area of Unit. Please note that the above indicative maintenance charges has been derived on the basis of cost, as on March, 2018. However, the final Maintenance charges shall be intimated at the time of offer of Possession of the Unit, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI) prevailing at that point of time. The above maintenance charges are excluding applicable taxes. Also, 36 Months Advance Maintenance Charges has to be paid in advance.
- Club Membership Fees of RS. 20,000/- is payable towards membership of Capital City Club (optional) in the Township.
- Cost of unit is inclusive of development charges of the multipurpose hall proposed in the Project, Pre paid meter connection and 2 KVA power back up. Additional power back up if required is chargeable extra.
- In addition to above Holding Charges @ Rs. 15/- psft per month of the Carpet Area.

Payment Schedule

- ☐ Construction Linked Payment Plan
- ☐ Down Payment Plan

<u>Payment Plan</u>			
<u>Construction Linked Payment Plan</u>		<u>Down Payment Plan</u>	
At the time of Booking	5%	At the time of Booking	5%
Within 30 days of Booking	10%	Within 30 days of Booking	10%
Within 60 days of Booking	10%	Within 60 days of Booking	75%
On Commencement of Excavation	10%	Down Payment Discount	10%
On Completion of Ground Floor Roof Slab	10%		
On Completion of 2nd Floor Roof Slab	10%		
On Completion of 7th Floor Roof Slab	10%		
On Completion of 10th Floor Roof Slab	10%		
On Completion of Structure	10%		

On Commencement of Plaster & Plumbing	5%
On Commencement of Flooring	5%
On Offer of Possession	5%

NOTE :

1. Please note that the above estimated maintenance charges has been derived on the basis of cost as on March, 2018. However, the final Maintenance charges shall be intimated at the time of offer of Possession of the Unit, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI) prevailing at that point of time. The above charges are excluding applicable Taxes.
2. Time bound payment shall be payable as per the aforesaid schedule without need of any demand letter and/ or reminder from the Promoter.
3. In the event of delay in payment of cost of property or incase the Allottee/s approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest @10% per annum from the date such amounts fall due till realization of payments by the Promoter.
4. The amounts mentioned herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to service tax, VAT, TDS, GST and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Local body tax, lease rentals, External development charges, infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the Unit and/or the transaction contemplated herein and/or in respect of the Cost of Property and/or the other amounts shall be payable by the Allottee/s. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Allottees/s.
5. The Allottee/s shall pay all charges and expenses including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, with respect to formation of Association/Apex Association's membership fees/ Share Money (as the case may be), Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of sale deed etc.
6. In addition to above, stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Promoter for the execution and registration of the Allotment Agreement and Sale Deed of the Unit to Allottee/s and Sale Deed of the common areas to Association and Apex Association (as the case may be), shall be payable by the Allottee.
7. The Allottees/s shall pay interest/ penalty/ loss that may be incurred by the Promoter on account of the Allottee's failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
8. Amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demands by statutory authorities and/ or otherwise, such shortfall shall be paid by the Allottee.
9. The Promoter has made it specifically clear to the Allottee that in the Cost of the Property charges for individual electricity connection/ meter charges, IGL/ LPG connection charges including its infrastructure charges, deposits to the concerned authorities, on account of additional fire safety measures undertaken, broadband, internet connection charges, increases in securities of water, electricity etc., any new infrastructure augmentation charges and increase thereof for bulk supply of electrical energy and all / any other charges are not included and the actual/ proportionate amount towards the same shall be additionally payable by the Allottee on or before the offer of possession of the Unit.
10. The Allottee shall also be liable to bear and pay all present and future applicable Pass through Charges and/or any increase thereto, prospectively or retrospectively and/or by virtue of court order or applicable laws, which may be imposed by the Competent Authority, as and when demanded by the Promoter.

11. The Allottee understands and agrees that the Promoter might take bulk supply electricity connection to distribute power in the Project and in such case Allottee shall not apply to the concerned department directly for supply of electrical energy in the Unit. However, if for any reason the Promoter not able to get bulk supply electricity connection due to technical reason or otherwise then the Promoter will only be providing cable network for electricity distribution in the Project and the allottees shall at its own cost and expenses apply to concerned department directly for power in the Unit and shall accordingly pay the electricity bill directly to the concern department.

SCHEDULE V

SPECIFICATIONS (ELDECO CITY DREAMS)

Sl. No.	Location	Floor	Wall	Internal Doors	External Doors/ Windows	Ceiling	Other
1	Living / Dining	Vitrified Tiles	Tile skirting & Oil bound distemper (OBD)	Hard wood frame with painted/skin moulded shutter	Aluminium/ composite sections/UPVC frame. Window shutters with glass glazing (without grill). Door shutters same as internal doors/glass glazed	Oil Bound Distemper (OBD)	Entrance door- Hardwood frame with decorative/skin moulded door in teak finish/paint
2	Master Bedroom	Vitrified Tiles	Tile skirting & OBD	-do-	-do-	-do-	-
3	Bedrooms	Vitrified Tiles	Tiles skirting & OBD	-do-	-do-	-do-	-
4	Kitchen	Ceramic tiles	2' high ceramic dado above counter & rest OBD	-do-	-do-	OBD	Granite or equivalent counter.
5	Toilets	Ceramic Tiles	7' high Ceramic wall tiles & paint	-do-	-do-	-do-	Washbasin, Premium C.P. fittings, EWC, mirror, towel rail, soap dish, toilet tissue dispenser.
6	Balconies	Ceramic tiles	Cement Paint	-	-	-do-	-
7	Corridors / Lobby	Kota/ marble/ Tiles	OBD	-	-	-do-	Lift fascia in attractive stone / tile cladding/ Paint
8	Staircase	Kota/ marble/ Tiles	-	-	-	-do-	M.S. railing with polished / painted hand rail
9	Electrical	Copper electrical wiring in concealed conduit with light points, power points with MCB. Premium quality modular switches. No fans, lights and fixtures					
10	Door & Window Fittings	Anodized aluminium door & window fittings for external doors and windows.					
11	Façade	Exterior cement based paint- plain/ textured					
12	Structure	Earthquake resistant structure. Combination of RCC frame with brick work.					

Tiles are susceptible to staining and variations in shade. Whereas all efforts shall be made during laying of tiles, to minimize, perceptible shade variations, the Promoter, shall not be held liable in any manner whatsoever, for the same

*For technical reasons or unavailability, equivalent materials may be used in place of the materials specified above.