

## **Agreement to Sell**

THIS AGREEMENT is made at .....on this.....day of 20.....

### **BY & BETWEEN**

M/s Adwik Homes Pvt. Ltd., a company incorporated and registered under the Companies Act, 1956 having its Registered office at D-550, Street No 5 Ashok Nagar, Delhi -93, which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its assigns, nominees, executors, administrators and successors in interest etc. acting through its authorized signatories duly authorized vide board's resolution dated ..... to sign and execute this  
Arrangement on its behalf, hereinafter referred to as the "**Developer**", being the  
**PARTY TO THE FIRST PART**

### **AND**

1. Shri/ Smt.		
S/D/W of Shri		
Resident of		
<b>PAN No.</b>		
<b>Aadhaar No.</b>		

2. Shri/ Smt.		
S/D/W of Shri		
Resident of		
<b>PAN No.</b>		
<b>Aadhaar No.</b>		

Developer

Allottee

Confirming party

3. Shri/ Smt.		
S/D/W of Shri		
Resident of		
<b>PAN No.</b>		
<b>Aadhaar No.</b>		

[To be filled up in case of Joint Allottee (s)/ Purchaser(s).]

(Hereinafter referred to as the **Allottee (s)**, which expression shall include his/her/their heirs, executors, permitted assigns etc. unless the subject or context requires otherwise) of the **OTHER PART**.

**And**

M/s. Ansal Urban Condominiums Pvt. Ltd, a company incorporated and registered under the Companies Act, 1956 having its office at 115, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi-110001, which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its assigns, nominees, executors, administrators and successors in interest etc. acting through its authorized signatories duly authorized vide board's resolution dated ..... to sign and execute this Arrangement on its behalf, hereinafter referred to as the "**Confirming Party**", being the **PARTY TO THE THIRD PART**

**DEVELOPER'S REPRESENTATIONS:**

**WHEREAS** the Housing and Urban Planning Department, Government of Uttar Pradesh, keeping in view the mandates of the National and State Housing Policies, announced a policy dated May 21, 2005 known as Policy on Land Assembly and Infrastructure Development for Housing Schemes through private investment in urban areas of Uttar Pradesh.

**AND WHEREAS** M/s Ansal Properties & Infrastructure Limited (APIL), a Company duly registered under the provisions of Companies Act and having its registered office at 115, Ansal Bhawan, 16 Kasturba Gandhi Marg, New Delhi 110001 has applied for grant of license to develop an Integrated Township at the land situated at village Doondahera District Ghaziabad on national highway, NH-24.

**WHEREAS** Ghaziabad Development Authority (GDA), authorized competent Authority for Ghaziabad in consultation with the High Power Committee constituted by the Government of Uttar Pradesh under the above said policy registered M/S Ansal Properties & Infrastructure Ltd (APIL) for the development of Integrated Township in the District Ghaziabad under category 'A'.

**AND WHEREAS** Ghaziabad Development Authority granted license to APIL to develop the same vide their letter no. 14/ Ghaziabad/06 dated 29-05-2006 and in

Developer

Allottee

Confirming party

furtherance of same has sanctioned and released the Detailed Project Report (DPR) vide letter no. 720/ Niyojan /06 dated 15-09-2006 for the project and revised Detailed Project Report (DPR) dated 08.04.2011 for the project.

**WHEREAS** M/S Ansal Urban Condominiums Private Limited (“AUCPL”) has entered into an arrangement with the concerned companies and people in such a manner that AUCPL has attained the development, construction, marketing and selling rights of Group Housing Project at “**Sushant Aquapolis**” Township, Doondahera District, Ghaziabad in its individual capacity with an authority to further sub delegate any or all such powers to a third party.

**AND WHEREAS** AUCPL possesses clear, marketable, unfettered, absolute and unrestricted right and interest in the group housing project and thus is duly empowered to develop/build flats, to further sub delegate development, construction, marketing and selling rights in the Group Housing Project to a third party.

**AND** in furtherance of its above said power to sub delegate development, construction, marketing and selling rights, M/s Adwik Homes Pvt. Ltd. has agreed to purchase construction, marketing and selling rights (consolidated the F.S.I.) of Tower No. D10 from AUCPL vide detailed term sheet dated 01.03.2012 and Memorandum of Understanding dated 19.08.2013 which has been proposed to be named as “Flora Casa” by the Developer, situated in Group Housing Project area and demarcated in the plan annexed with Memorandum of Understanding at “Sushant Aquapolis” Township.

**AND WHEREAS** AUCPL has handed over the actual, vacant and physical possession of the F.S.I. area admeasuring 152290.52 sq ft i.e. 14148.14 sq. mtr of Tower No D10 of the Group Housing Project area to the Developer on receiving part payment which is as per payment plan mentioned in the aforesaid Memorandum of Understanding and the First Party has started the development as per the sanctioned plans.

**WHEREVER** the words used herein but not defined in this Agreement and defined in the Real Estate (Regulation and Development) Act, 2016 or any other law for the time being in force shall have the same meaning respectively assigned to them in those laws.

**WHEREVER** the Buyer is a male, female, company, firm, trust, etc., the expressions ‘he, him, she, her, himself, herself, it, itself etc. In this Agreement in relation to the Allottee shall be deemed as modified and read suitably as the context requires.

**WHEREVER** there is more than one Allottee, the expression allottee (s)/ purchaser(s) in the agreement shall be construed as including each of such allottee, its heirs, executors, administrators, representatives, assigns etc.

**WHEREAS** The Confirming Party is in lawful possession of the land Khasra No. 1038/1 and 1038/2 of revenue village Dundahera situated in Ghaziabad Tehsil Sadar City Ghaziabad District Ghaziabad with a total area admeasuring of 2902 square metre

Developer

Allottee

Confirming party

**WHEREAS** the Confirming Party has a legal title to the Land with legally valid documents and is lawful owner of the land. The Land was purchased by the Confirming Party as stated in the Conveyance Deed/No. 6467 dated 7/10/2005 in the office of Sub-Registrar Ghaziabad in its Wahi No. 1 Jild No. 6526 at Page No. 172/192 and conveyance deed No. 6465 dated 07/10/2005 in the office of sub registrar Ghaziabad in its Wahi no.1 Jild No. 6236 at page number 19/104 and conveyance deed No. 5130 dated 19/10/2004 in the office of sub registrar Ghaziabad in its Wahi no. 1 Jild No. 5794 at page number 77/128 and conveyance deed No. 5189 dated 23/10/2004 in the office of sub registrar Ghaziabad in its Wahi no. 1 Jild No. 5797 at page number 143/238 and conveyance deed No. 6469 dated 07/10/2005 in the office of sub registrar Ghaziabad in its Wahi no. 1 Jild No. 6236 at page number 301/342 and further to it via transfer deed No.1776 dated 28/03/2011 in the office of Sub-Registrar Ghaziabad in its Wahi No. 1 Jild No. 8802 at Page No. 161/178 and Transfer deed No.1806 dated 28/03/2011 in the office of Sub-Registrar Ghaziabad in its Wahi No. 1 Jild No. 8802 at Page No. 279/298 and Transfer deed No.1807 dated 28/03/2011 in the office of Sub-Registrar Ghaziabad in its Wahi No. 1 Jild No. 8802 at Page No. 299/318 and Transfer deed No.2734 dated 09/05/2011in the office of Sub-Registrar Ghaziabad in its Wahi No. 1 Jild No. 8877 at Page No. 359/374

**WHEREAS** the Confirming Party and developer are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Confirming Party and developer regarding the Land on which the Project is to be constructed has been completed.

**WHEREAS** the Ghaziabad Development Authority has granted the commencement certificate to develop the Project vide its approval number 487/zone5/GH/2016 dated 28-03-2017

**WHEREAS** the unit constructed upon the aforesaid land shall be handed over to buyer free from all encumbrances at the time of offering possession.

**WHEREAS** the Confirming Party and developer has conceived, planned and is in the process of constructing and developing a real estate project known as Sushant Aquapolis Tower D10 FLORA CASA after obtaining necessary permissions/approvals from the concerned competent authorities and which *inter-alia* comprises Plots/Group Housing and includes the development works and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 14148.14 sqm situated at Doondahera, Ghaziabad and latitude and longitude of the end points of the Project are 28.62 & 77.44 respectively

**WHEREAS** the Project has been registered with the Real Estate Regulatory Authority on 31/July/2017 and the Project RERA Registration Certificate No. UPRERAPRJ5407. This registration is valid for a period of 4 years ending with 31/Dec/2020 unless extended by the Authority. The details of the Promoter and Project are also available in the website [www.up-rera.in](http://www.up-rera.in) of the Authority.

Developer

Allottee

Confirming party

**WHEREAS** the layout plan/site plan of the Project FLORA CASA Tower D10 Phase/whole Project) has been sanctioned vide no. \_487/zone5/GH/2017\_ dated \_28/03/2017 by the \_Ghaziabad Development Authority\_(Competent Authority),

**WHEREAS** the specifications of the Project are as under:-

The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

**WHEREAS** the stage wise time-schedule of completion of the Project/Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other internal/external development work are available on the UP RERA website.

**WHEREAS** Promoter has opened a separate account in Branch Noida Sector 62f of \_Axis Bank\_ Bank for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of the section 4 of the Act.

**WHEREAS** the Allottee(s), being aware of the Project and details given in the Broucher about the Project made by the Promoter and/or on the visiting the model of the Apartment, has applied for allotment and to purchase an apartment (hereinafter referred to as the "Unit") in the Project vide his/her/their/its application dated \_\_\_\_\_. The Allottee(s) has also deposited a sum of Rs. \_\_\_\_\_ (in words) as an advance payment/booking amount and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per the terms and conditions of this Agreement.

**WHEREAS** the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project;

**WHEREAS** the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions hereinafter;

**WHEREAS** in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Confirming Party and developer hereby agrees to sell and the Allottee hereby agrees to purchase the Unit and the garage / covered parking (if applicable) as specified herein.

Developer

Allottee

Confirming party

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Unit/Apartment as specified in this Agreement.

1.2 The Unit Allottee has entered into this Agreement with the full knowledge & subject to all the laws, notifications and rules applicable to this area in general and plotted development in particular which have been disclosed and explained by the Developer and understood by the Unit/apartment Allottee.

1.3 The Total Price for the Unit based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only  
("Total Price"))

Flat No. ....	Rate of Flat per square feet*
Type & Carpet Area	
Location .....	
Total price (in Rupees)	

Garage / covered parking -1	Price for 1 (in Rs)
Garage / covered parking – 2	Price for 2 (in Rs)
Total Price in Rupees .....	

1.4 That the Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of GST, Value Added Tax, Service Tax, and cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer) up to the date of handing over the possession of the Unit and the same shall be paid by the Allottee separately:

Developer

Allottee

Confirming party

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

1.5 Other charges as per summary of dues as contained in enclosed Schedule of Payment shall be payable by the Unit Allottee.

1.6 That The Total Price of Unit includes: 1) pro rata share in the Common Areas and 2) Garage(s)/closed parking(s) as provided in the Agreement; 3) Common Maintenance Charges are not included and would be paid separately at the time of offer of possession

1.7 That the Unit Allottee has already paid a sum of Rs.....(Rupees.....) of the Total Price of Unit at the time of booking for the purchase of the said premises, the receipt of which the Developer hereby acknowledges and the Unit Allottee agrees to pay the remaining sale price and all other charges as described in Schedule of Payment annexed to this Agreement and in the manner indicated therein. Unit Allottee has agreed that ***the Developer is under no obligation to send demands/reminders for payments. The timely payment of installments is the essence of the contract.*** However, the Developer shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

1.8 The Developer and the Unit/Flat Allottee hereby agrees that the amounts paid to the former by the latter with application and in installments as the case may be to the extent of 10% (Ten Percent) of the Total Price of the Unit, will collectively constitute the Earnest Money. This Earnest Money shall stand forfeited in case of delay in payment of installments and cancellation of Allotment as well as non-fulfillment of the terms & conditions of this Agreement.

1.9 That the Fire Fighting Equipment and Fire Prevention Measures which, if required, within the Unit and which become necessary on account of any interior decoration/partition or heat load created by the Unit Allottee shall be installed by the Unit Allottee himself at his own cost and he will obtain necessary permission in this regard from the concerned authority/authorities.

Developer

Allottee

Confirming party

1.10 That Fire Safety Measures are to be provided as per the existing Fire Safety Code/ Regulations. If due to subsequent Legislation/Government orders or directives or guidelines or if deemed necessary by the Developer, any further fire safety measures are undertaken, the proportionate charges in respect thereof shall also be payable on demand by the Unit Allottee.

1.11 That the Allottee shall get his complete address registered with the Developer at the time of booking and it shall be his/her/their sole responsibility to inform the Developer by registered letter about all subsequent changes, if any, in his/her/their address(es), failing which all demand notices, letter posted and correspondences made at the last recorded address available with the Developer shall be deemed to have been received by his/her/their at the time when those should ordinarily reach such address and the Allottee shall be responsible for any default in payment and other consequences that might occur there from. Any change in the address shall be supported with relevant documentary evidence.

1.12 That all letters, receipts and/or notices issued by the Developer or its appointed Maintenance Agency and dispatched under a certificate of posting or courier to the last address known to it of the Allottee shall be sufficient proof of receipt of the same by the Allottee and shall fully and effectually discharge the Developer or its nominee.

1.13 That the transfer of the Unit including rights as Allottees herein, will be at the sole discretion of the Developer and will need its prior written approval and will be permitted only if the law of the land permits such transfer. Administrative charges as prescribed by the Developer and as per permissible law from time to time will be paid by the transferor or transferee, at the time of transfer. Any change in the name of the Allottee (including addition/deletion/substitution/interchanging) as registered will be deemed as transfer for the purpose. The administrative charges for the transfer of the apartment amongst family members (husband/wife and own children/mother/father and brother/sister) will be 25% of the normal administrative charges. Claims, if any, between transferor and transferee as a result of subsequent reduction/increase in the area of the apartment or its location will be settled between themselves i.e., transferor and transferee and the Developer will not be a part to it.

1.14 That in case of death of the Allottee, the allotted property would be transferred to the legal heir of the Allottee on submission of the required documents.

1.15 That the Unit Allottee shall not have any right, title or interest in the common area, except as provided hereunder. It is, however, agreed that if the maintenance and replacement charges are paid regularly, as provided in the maintenance agreement to be separately executed between the parties to this Agreement, or with agency nominated by the developer in this regard and/or final call notice, subject to change by the developer, the Unit Allottee or anyone else lawfully

Developer

Allottee

Confirming party

claiming under him/her, shall have the right to use of common facilities. In default of such payments, it shall not be open to the Unit Allottee (s) to claim any right of use of common facilities, for none has been agreed to be transferred by these present. Similarly, if the Unit Allottee commits any breach of any of the covenants herein, no right of use of facilities shall be permitted until the breach is rectified. In case of any default committed, subsequently the Allottee shall disentitle himself/ herself from availing the said facilities thereafter.

- 1.16 Any increase/decrease/fresh levy imposed by Government/Semi Government Body hereafter shall be to the account of Unit Allottee on pro-rata basis that shall pay the same to the Developer on demand. Provision to this effect shall be incorporated in the sale/conveyance deed to be executed by the Developer in favour of the Allottee which shall be binding upon the Unit Allottee.
- 1.17 The Allottee(s) shall make the payment as per the payment plan set out in this Agreement. Further, the Developer shall, under normal conditions, complete the construction of FLORA CASA – Tower D10 as per the said plans and specifications seen and accepted by the Unit Allottee (with additional floors for Unit if permissible) and has accepted that the developer may, in accordance with applicable law for the time being in force including RERA ACT/ RULES and after getting requisite consent of Allottees, effect, such variations, additions, alterations, deletions and shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the changes namely change in the position of unit, change in its number, dimensions, height, size, area layout or change of entire scheme and modifications therein as it may deem appropriate and fit or as may be done in absolute compliance of the applicable laws To implement all or any of these changes, supplementary sale deed(s)/agreement(s), if necessary will be got executed and registered by the Developer. If as a result of the above alteration etc., there is either reduction or increase in the Carpet Area of said premises or its location, no claim, monetary or otherwise shall be raised or accepted except that the original agreed rate per Sq. Mtr / Sq. Ft. and other charges will be applicable for the changed area i.e. at the same rate at which the Unit was registered/booked or as the Developer may decide and as a consequence of such reduction or increase in the Carpet Area, the Developer shall be liable to refund without interest only the extra Total Price and other pro-rata charges recovered or shall be entitled or shall be entitled to recover the additional basic and other proportionate charges without interest as the case may be.
- 1.18 This unit is the part of Sushant Aquapolis, Doondahera as approved by the Government of Uttar Pradesh, Ghaziabad development Authority and is being allotted by the Developer with the belief that all the rules and policies as laid down by the Government have been complied with. In case however, at subsequent stage if the status of the project is adversely affected by any action,

Developer

Allottee

Confirming party

directions or the orders of the Government which may also adversely affect the title of this unit then the Developer shall not be liable to pay for any damages to the Allottee; and in such a situation the money deposited by the applicant shall be refunded to him/her by the Developer.

1.19 The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ mutually settled rate of interest per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Developer.

1.20 The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee within 45 (forty-five) days with simple interest @ applicable saving bank rate per annum. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.3 of this Agreement at the time of final call demand notice of the Developer.

If for any reason the Developer is not in a position to allot the property applied with the Developer, shall consider for any alternative property or refund the amount deposited with Interest rate subject to RERA rules and regulations.

The Developer shall confirm the area of a plot/apartment as per approved demarcation-cum-zoning plan that has been allotted to the Allottee(s) after the development of the plotted area along with essential services [as mandated by Rules and Regulation of competent authority] is complete. The Developer shall inform the Allottee about any details of the changes, if any, in the area. The total price payable for the area shall be recalculated upon confirmation. If there is reduction in the area then the Developer shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area, which is not more than five percent of the area of the Apartment, allotted to the Allottee, the Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this agreement. All these monetary adjustments shall be made at the same rate per square meter as agreed.

Developer

Allottee

Confirming party

1.21 That the Allottee shall have exclusive ownership of the Unit, however, the Unit Allottee shall not be entitled to get the name(s) of his nominee(s) substituted in his place, and shall adhere to Clause 1.14 of this Agreement.

1.22 The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall convey undivided proportionate title in the common areas to the Association of Allotees as provided in the Real Estate (Regulation and Development) Act, 2016 (“Act”);

1.23 It is made clear by the Developer and the Allottee agrees that the Unit along with \_\_\_\_\_ garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the land and is not a part of any other Project or zone and shall not form a part of and/or linked/combined with any other Project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

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

1.31 That the Unit Allottee has fully satisfied himself/herself about the interest and the title of the Developer in the land on which the Unit as a Tower D10 FLORA CASA will be constructed and has understood all limitations and obligations in respect thereof and no more investigation is required by the Unit Allottee in this respect.

1.32 The Total Price is escalation-free, save and except increases which the intending Allottee hereby agrees to pay, due to 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 from time to time.

Developer

Allottee

Confirming party

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Payment Plan through Account Payee cheque/demand draft or online payment (as applicable) in favor of Adwik Homes Pvt. Ltd. payable at Ghaziabad, Uttar Pradesh

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

- 3.1 The Allottee, if a non-resident Indian, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. 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 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 shall 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 Allottee shall keep the Developer 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

## **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

- 4.1 The Allottee authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding (with prior adjustment towards outstanding interest and penalties), if any, in his/her name as the Developer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

## **5. TIME IS ESSENCE**

Developer

Allottee

Confirming party

5.1 Time is of essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the Project and handing over the Unit to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in Schedule C (“**Payment Plan**”).

5.2 Further, the timely payment of installments, as contained/stipulated in Schedule C of payments and applicable stamp duty, registration fee and other charges payable under the Agreement, is the essence of this contract. It shall be incumbent on the Unit allottee to comply with the terms of payment and other terms & conditions of sale, failing which the entire amount of Earnest Money (as specified in Clause 1.8) deposited by him along with brokerage paid on the said unit and any other taxes etc. shall be liable to forfeiture in terms of RERA and the Agreement of sale shall stand cancelled and the Allottee shall be left with no lien on the said premises. The Developer shall thereafter be free to deal with the said premises in any manner, whatsoever, at its sole discretion. The amount(s), if any, paid over and above the Earnest Money shall be refunded to the Unit Allottee by the Developer without any interest. In exceptional circumstances such as financial instability and non rebooking of said unit promptly the Developer may at its sole discretion condone the delay in payments by charging simple interest rate subject to RERA guidelines, but shall not be bound to do so.

5.3 In case the allottees want to avail a loan facility from his/ her/ their employer or financial institution/ agency to facilitate the purchase of the said unit, the developer, shall facilitate the process subject to the following:

- a. The terms of the financial institution shall exclusively be binding and applicable upon the allottee(s) alone.
- b. The responsibility of getting the loan sanctioned and disbursed as per the developer's payment schedule will rest exclusively on the allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the developer, as per schedule, shall be ensured by the allottee(s), failing which, the allottee(s) shall be governed by the provisions contained in the Agreement herein.

In case of default in payment of dues of the financial institution/ agency by allottee(s), the allottee(s) authorize the developer to cancel the allotment of the said unit and repay the amount received till that date after deduction of Earnest Money and interest accrued on delayed payments directly to financing/ institution agency on receipt of such request from financial institutions/ agency without any reference to allottee(s).

Developer

Allottee

Confirming party

## 6. CONSTRUCTION OF THE PROJECT

- 6.1 The Allottee has seen and satisfied himself with regard to the specifications of the Unit and accepted the Payment Plan, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer.
- 6.2 The Developer shall develop the Project in accordance with the said layout plans and specifications. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws and density norms and provisions prescribed by the Ghaziabad Development Authority and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE UNIT

### 7.1 SCHEDULE FOR POSSESSION OF THE SAID UNIT:

- 7.1.1 The Developer agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Unit on 31<sup>st</sup> Dec 2020, unless there is delay or failure due to "**Force Majeure**" conditions, which are beyond control of Developer and defined in Act. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.
- 7.1.2 The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall be responsible only to refund the actual amount received with interest rate subject to rera guidelines such other rate as prescribed by the Act by it and shall not be liable to pay any other compensation or damages or interest thereon whatsoever and said refund shall be payable within 45 days from that date of termination. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement. However, in particular cases, where Unit is omitted or the Developer is not able to hand over to

Developer

Allottee

Confirming party

the Allottee(s) the Unit for any reason other than those mentioned in this Agreement, the Developer may allot and the Allottee(s) shall accept the alternative Unit offered by the Developer.

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

In consequence of the Developer abandoning the scheme, the Developer's liability shall be limited to the refund of the amount paid by the Allottee along with interest rate subject to rera guidelines or such other rate as prescribed by the Act by it for the duration of the amounts with the Developer.

7.1.3 The Developer shall endeavor to offer possession of Unit to the Unit Allottee within .... **Months** from the date of sanction of layout plans by the authorities subject to Force Majeure circumstances and on receipt of complete payment of the Total Price and other charges due and payable up to the date of possession according to the payment plan applicable to Allottee punctually and after execution and registration of the sale deed. The Developer on completion of the construction shall issue final call notice to the Unit Allottee who shall within 30 days thereof, remit all dues and take possession of the Unit.

7.1.4 In the event of failure to take possession of Allottee within the stipulated time of 30 days for any reason whatsoever, the Allottee shall be deemed to have taken possession from the date the same has been offered for the purposes of Maintenance Charges or any other levies on account of the allotted units but the actual physical possession shall be given on the payment of all up to date outstanding dues as demanded by the Developer.

The Allottee also acknowledges and confirms that in the event the Allottee fails to take possession as per the offer and due to which the Developer incurs any loss or liability or any statutory charges related income tax liability etc. and assessment of taxes of local authority or revenue department, the Allottee will be liable to bear, incur and reimburse all such losses, cost and liability which the Developer has incurred and make good the same to the Developer within 1 month of receiving intimation of the same from the Developer. The Parties agree that after the possession has been offered by the Developer and the Allottee has failed to take possession, the Unit shall be deemed to be under mortgage against the outstanding amount payable as per this

Developer

Allottee

Confirming party

Agreement along with statutory liability as stated herein above and due compensation thereof.

7.1.5 In case intending Allottee(s) fails to take possession of the Unit as and when offered by the Developer as per the clause 7.1.3, then holding charges shall be applicable at applicable prevalent rate of holding charges on prorate and proportionate basis and in conformity of RERA for such delayed period

## 7.2 PROCEDURE FOR TAKING POSSESSION –

The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as reasonably determined by the Developer, after issuance of completion certificate for the Project till the taking over of the maintenance of the project by the association of the Allottees. The Developer shall hand over the occupancy certificate of the Unit, as the case may be, to the Allottee at the time of conveyance of the same.

## 7.3 POSSESSION BY THE ALLOTTEE –

After obtaining the occupancy certificate and handing over physical possession of the Unit to the Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

The Allottee also acknowledges and confirms that in the event where the certificate of completion of construction has been received by the Company, and the Allottee is deemed to have taken possession of the allotted unit on expiry of 30 days of offer of possession being made by Company (to the allottee(s)) and as per the terms agreed, the Company shall recognise the entire sale consideration as income in its books of account in the year of offer of possession, notwithstanding the amount of outstanding demand payable by the allottee, considering that all significant risks and rewards of ownership of the Unit shall be deemed to have been transferred to the allottee, notwithstanding the fact that the actual physical possession and / or legal title maybe transferred at the later point of time upon payment / settlement of the entire outstanding demand (of the Company) by the allottee.

Developer

Allottee

Confirming party

#### 7.4 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT:

Upon receiving a written intimation from the Developer as per clause 7.2, the Allottee shall take possession of the Unit from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Unit to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay such charges as mentioned in this Agreement and as prescribed by the Act.

#### 7.5 CANCELLATION BY ALLOTTEE –

- 7.5.1 The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the Project without any fault of the Developer, the Developer herein is entitled to forfeit the Earnest Money paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Developer to the allottee within 45 days of such cancellation. In exceptional circumstances such as financial instability and non rebooking of said unit promptly the Developer may at its sole discretion condone the delay in payments by paying interest rate subject to RERA guideline
- 7.5.2 That the Earnest Money shall stand forfeited in case of default by the allottee(s) in timely payment of all installments and for non fulfillment of the terms and conditions of this agreement. In such an event the allotment/ booking of the Unit shall stand cancelled and the allottee(s) shall be left with no lien, right, claim whatsoever on the property applied for/ allotted and the Developer shall be free to sell/ dispose of his Unit at its sole discretion.
- 7.5.3 The Developer shall have the first lien and charge on the said Unit for all its dues and other charges payable by the Unit Allottee(s) to the Developer.
- 7.5.4 That refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments, not paid by the Developer within the stipulated 45 days period, shall entitle the Allottee an additional interest rate subject to RERA guidelines on any balance payable amount.
- 7.5.5 In furtherance to above clause, it is agreed that as and when a request of cancellation is made by the Allottee, the limitation of 45 days will commence from the date when Allottee completes the cancellation

Developer

Allottee

Confirming party

procedure including surrendering of all original documents or for the period till the resale booking of the said flat is done, whichever is later.

## 7.6 COMPENSATION –

7.6.1 The Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; the Developer shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, interest rate subject to RERA guidelines within 45 days (payment becoming due) including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Developer shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Unit within forty-five days of its becoming due.

7.6.2 That the Developer shall have the right to recover any increased amount of compensation payable to Ghaziabad Development Authority or any other authorities in future on account of decisions of Courts/Tribunals for the land acquired/resumed and Transferred to the Developer by the State Government Ghaziabad Development Authority and the same shall be recoverable from the Allottee of the Unit as and when intimated to them. This amount shall also include the cost of litigation incurred by the Developer and/or Ghaziabad Development Authority.

7.6.3 Further, if any major city level infrastructure charges (such as embankment, ring road, flyover, metro etc. is provided by the Ghaziabad Development Authority, State Electricity Board or any other authority(ies) of the Central Government/State Government during the Project period, consequent to which the proposed township will be directly or indirectly benefited), they are levied on the Developer, Allottee shall pay proportionate charges of such infrastructure on pro-rata basis to the Developer, as and when demanded by the Developer.

Developer

Allottee

Confirming party

## **8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER and Confirming party**

The Developer and confirming party hereby represents and warrants to the Allottee as follows:

- (i) The Developer and confirming party has absolute, clear and marketable title with respect to the land; the requisite rights to carry out development upon the land and absolute, actual, physical and legal possession of the land for the Project;
- (ii) The Developer and confirming party has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no litigations pending before any Court of law with respect to the land, Project or the Unit;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer and confirming party has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, land, Building and Unit and common areas;
- (v) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
- (vii) At the time of execution of the conveyance deed the Developer and confirming party shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee and the common areas to the Association of the Allottees;
- (viii) The Developer and confirming party has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of the Unit along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the

Developer

Allottee

Confirming party

Allottee and the Maintenance Agency or the competent authority, as the case may be.

- (ix) At present, there is no subsisting notification or order of the State Government or any other Government or Local Authority regarding acquisition or requisition or otherwise for taking over of the area in which the unit is located. In case any such development takes place hereafter, the same shall be at the cost and risk of the Allottee, who will be bound to carry out and implement all the terms of this Agreement including payment of the outstanding installment(s) and will also thereafter be entitled to receive the compensation paid from the Government/Authority in respect of the unit. The Developer will not be responsible in any manner whatsoever on account of any such development.
- (x) The Developer and confirming party agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottees, which it has collected from the Allottees, 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).
- (xi) If the Developer and confirming party fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

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

- i. That the Unit Allottee shall abide by all Laws, Rules and Regulations of the Central Government/State Government/Ghaziabad Development Authority/Local Bodies and shall exclusively be responsible/ liable for all defaults, violation or breach of any of the conditions, levies or Rules and Regulations as may be applicable.
- ii. That the Allottee undertakes to join in the execution of such documents and applications as may be required to obtain various permission from the Income tax and other authorities to facilitate the registration of the sale deed in his favour, failing which the Allottee shall be liable for all consequences arising from failure or neglect on the part of the Allottee to do so.

Developer

Allottee

Confirming party

- iii. That it is expressly agreed between the parties that the Allottee shall not be entitled to assail this Agreement on the ground of want of mutuality even if any stipulations herein are held to be lacking mutuality.
- iv. That is already stated, all costs of stamp duty, registration fee and all other miscellaneous/incidental expenses for registration of the sale deed shall be borne exclusively by the Allottee.
- v. That the developer has made clear to the Allottee(s) that it shall be carrying out extensive development/ construction activities for many years in future in the colony end shall also be connecting/ linking the amenities/ facilities viz electricity, water, sanitary/ drainage system etc. of additional development/ construction with the existing ones in the colony.
- vi. The Allottees has confirmed that he/ she/ they shall not make any objection or make any claim or default in any payment as demanded by the developer on account of inconveniences, if any, which may be suffered by him/ her/ them due to such development/ construction activities or incidental/ relating activities as well as connecting/ linking of amenities/ facilities etc.-as above said.
- vii. The Allottee shall from the date of possession maintain the Unit at his/her/their own cost, in good condition and shall neither violate rules or by-laws of the Municipal Authorities, Maintenance Agencies or any other authority nor shall the Allottee change ,alter or make alteration in or to the said premises or the building(s) or any part thereof. The Allottee shall be exclusively responsible for any loss or damages arising out of breach of any of these conditions.
- viii. The Allottee agrees that no part of this transaction falls within the definition of 'Benami transactions' as given in amended section 2(9)(A) of the Benami Transactions (Prohibition) Act 1988 and that the purchase is well within the purview of the permitted transactions defined thereunder.
- ix. The Allottee agrees and undertakes to indemnify and keep indemnified the Developer against any penalties, claims, demands, losses, damages, actions, disputes, costs, charges that may be made by any Statutory Authority under the Benami Transactions (Prohibitions) Act, 1988 in respect of the Said Premises, arising from any false or incorrect information being provided by me.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES**

Developer

Allottee

Confirming party

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

- (i) Developer fails to provide possession of the Unit to the Allottee within the time period specified in this agreement;
- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

In case of Default by Developer under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, along with interest rate subject to RERA guidelines within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he/she/they shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Unit.

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 payments for 2 (two) consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (Three) consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Unit in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the Earnest Money alongwith brokerage paid on the said unit and the interest liabilities and this Agreement shall thereupon stand terminated.

(iii) That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and

Developer

Allottee

Confirming party

use the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Unit/ at his/ her own cost.

## **10. CONVEYANCE OF THE SAID UNIT**

- 10.1 The Developer and confirming party, on receipt of the Total Price of the Unit under the Agreement from the Allottee, shall jointly execute a conveyance deed and convey the title of the Unit. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Allottee.
- 10.2 Unless a Conveyance deed is executed and registered, the Developer shall for all intents and purposes continue to be the owner of the land and also the construction thereon and the Agreement shall not give to the Allottee any right or title or interest therein, except that all taxes and levies shall be paid by the Allottee as stated in Clause 7.1.4.
- 10.3 The sale deed shall be executed and got registered in favour of the Allottee within the reasonable time after the final construction at the site and on receipt of all dues.
- 10.4 That the sale deed shall be executed and registered in favour of the Allottee(s) within 3 (Three) months from the date of intimation after the unit has been finally demarcated at the site and receipt of full sale consideration and other charges and compliance of all other terms & conditions of this agreement by the Allottee(s). In case the Government demands any stamp duty/registration charges and freehold charges on this agreement, the same shall be borne by the Allottee(s).
- 10.5 The Developer has resumed and acquired lands directly purchased from land owners without availing any benefit or the concessions inbuilt in the policy, hence the status of the same is freehold. Accordingly, the Allottee (s) shall get the possession of the Unit with the freehold title at the time of registration of the deed.

## **11. MAINTENANCE AND RELATED CHARGES OF THE SAID APARTMENT**

Developer

Allottee

Confirming party

11.1 That Allottee hereby agrees and binds himself to pay the Developer reasonable Common Area Maintenance and service charge on per month basis along with applicable service tax (“**CAM rate**”). The CAM rate would be decided and communicated at the time of “Offer Of Possession” of the said unit. The Allottee further agrees that with a view to create a corpus for replacement/repair of major items of plant, machinery, electrical installations, water supply system and alike, there will be reasonable capital replacement fund that will be levied on the Allottee in addition to CAM rates. Provided that the basic rate for Common Area Maintenance Services shall be exclusive of any Government Taxes, Levy, Duty or Cess that may be enforced by the Government from time to time and the Allottee shall be under the obligation to pay the house tax, water tax and other such taxes which will be levied on him by the Local Authority/Body under the then prevailing law and rules of the land, when such maintenance services will be transferred to the Local Authority/Body.

11.2 That the Allottee agrees to make a reasonable interest free maintenance security deposit advance, equivalent to 12 (Twelve) months of CAM rate.

11.3 That the Allottee agrees to pay reasonable electricity meter connection charges, electricity meter installation charges, expenses on connecting electricity to Unit at the time of offer of possession.

11.4 That post possession of the unit, if any statutory body/ authority raises any bill/ enhancement of charges for providing/ laying any kind of Civic amenities/ facilities or seek any charge or tax or cess, the same shall be payable by the Allottee on pro-rata basis for the unit.

11.5 That the aforementioned charges shall be paid by the Allottee within 15 (Fifteen) days from the date of offer of possession. The Allottee further unconditionally agrees that in the event of non-payment of any of the charges within the specified time shall disentitle the Allottee to the enjoyment of common services including lifts, electricity, water etc. and the Developer/ maintenance agency shall be free to discontinue / disconnect the said services.

11.6 The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of the Allotees and the Developer or its nominated agency shall look after the maintenance and upkeep of the Common areas and facilities until these are handed over to some corporate body or other agency appointed by the Developer for maintenance, upkeep, repairs, security etc. of the building(s) including the landscaping and common area.

Developer

Allottee

Confirming party

## **12. DEFECT LIABILITY**

It is agreed that in case any structural defect with normal wear and tear or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

## **13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

- 13.1 The Allottee hereby agrees to purchase the Unit on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the Association of Allottees from time to time.
- 13.2 The Allottee shall only have rights to use the Common Areas and shall not be granted any title or ownership of the same.

## **14. RIGHT TO ENTER THE UNIT FOR REPAIRS**

However, the said premises hereby allotted form part of **Sushant Aquapolis**. It is in the interest of all the Unit Allottee/Occupiers that safeguards be provided to prevent entry of unauthorized person(s) into the said Complex. To give an effective hand to the Developer/Maintenance Agency to deal with such. Unlawful entrants/ loiters/ peddlers etc. & also to enable the Developer/Maintenance agency in particular and owners/lawful occupants of the various premises in general to deal more effectively with the security of the said Complex and maintenance of order therein, the entry be regulated. For this the Maintenance Agency shall be free to restrict the entry of anyone into the FLORACASA Tower D10 whom it considers undesirable at the outer gate itself unless the Allottee himself gives permission to allow anyone to enter or escort them out as well. The security services, will be without any liability of any kind upon the Developer/Maintenance Agency. Security costs will be part of the Maintenance Charges.

Developer

Allottee

Confirming party

## **15. USAGE**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **SUSHANT AQUAPOLIS FLORACASA** shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allotees formed by the Allotees for rendering maintenance services or any other purpose as per the approved building plans.

## **16. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE**

- 16.1 The Developer and confirming party has the right to raise the finance from Bank/Financial Institution/Body Corporate and for this purpose create equitable mortgage (mortgage by deposit of title deed) of the Project land in favour of one or more such institutions and for creation of such a charge the Allottee shall have no objection during the development of the project. Notwithstanding the foregoing, the Developer and confirming party shall ensure to have any such charge, if created, cleared and vacated before the conveyance of title in favour of the Allottee.
- 16.2 Further, after the Developer executes this Agreement he shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit.

## **17. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer 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 Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default,

Developer

Allottee

Confirming party

which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the Earnest Money and excluding the administration charges and brokerage paid if any shall be returned to the Allottee without any interest or compensation whatsoever.

## **18. ENTIRE AGREEMENT**

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

## **19. RIGHT TO AMEND**

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 Project shall equally be applicable to and enforceable against 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 Developer 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 Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottees.

Failure on the part of the Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

## **22. SEVERABILITY**

Developer

Allottee

Confirming party

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

### **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 Units in the Project.

### **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 complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

### **26. NOTICES**

That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Registered Post at their last known respective addresses specified below: Name of Allottee \_\_\_\_\_ (Allottee Address) M/s \_\_\_\_\_ Developer name Adwik Homes Pvt. Ltd. , Plot No. A99, Sushant Aquapolis , Doondahera, Ghaziabad \_\_\_\_\_ (Developer Address).

Developer

Allottee

Confirming party

## **27. JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Developer 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. 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.

## **29. 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 the same shall be settled through the Real Estate Authority or Adjudicating Officer appointed under the Real Estate Regulatory Act and the rules framed there under.

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

### **SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee: (including joint buyers)

(1)\_\_\_\_\_  
(2)\_\_\_\_\_ At \_\_\_\_\_ on \_\_\_\_\_ in  
the presence of:

### **SIGNED AND DELIVERED BY THE WITHIN NAMED Developer:**

(1)\_\_\_\_\_ (Authorized Signatory)

Developer

Allottee

Confirming party

WITNESSES:

Signature \_\_\_\_\_ Name  
\_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_  
Name \_\_\_\_\_ Address  
\_\_\_\_\_

**SCHEMES**

*(please attach the schedules as mentioned in the Agreement)*

Developer

Allottee

Confirming party