

AGREEMENT FOR SALE WITHOUT POSSESSION

This Agreement for Sale (hereinafter referred as "Agreement") executed on this day of 2025 By and Between

Between

M/S WINSOME DEVELOPER PVT. LTD. (CIN no. U45200JH20088TCO13218-), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at Kamala Apartment, near Taigor Hill, Gate Morahabadi, Ranchi, Jharkhand and its corporate office at Empire State Beside Trade & Facilitation Centre Chandmari, Bada Lalpur Varanasi 221003, (PAN - AAACW8617J), represented by its **Authorized signatory Managing Director Santosh Kumar Rana, S/o Daya Shankar Singh (Aadhar No. 5352 4557 3884) R/o Flat No. 102, H.R. WINSOME, B.38/113, TULSIPUR, CITY VARANASI, Mob. No. 8009482039** authorized vide board resolution dated 10/10/2019 (hereinafter referred to as the "Promoter" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-title and permitted assigns) of the Other Part. First

AND

MR. S/O (Pan No....., Aadhar No., Mob. No.) R/o hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns). **The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".**

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires:-

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) Agreement means the Agreement for Sale as defined under Real Estate (Regulation and Development) Act, 2016;
- (c) "Appropriate Government" means the Central Government;
- (d) "Rules" means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;
- (e) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (f) "Section" means a section of the Act;
- (g) "Interior Works" shall mean such works to be carried out by the Allottee(s) in the Said Shop/Commercial Space in addition to the Basic Specifications provided by the Promoter in the Said Shop/Commercial Space as per the terms and conditions of this Agreement. Anything inside the premises whether requirement of lessee or otherwise shall be borne by Allottee(s).
- (h) "Common Areas and Facilities" means such Common Areas and Facilities within the Said Building/Said Complex earmarked for limited and conditional common use of all the Allottee(s) and mentioned in Part A, Part B and Part C of **Schedule-E** of this Agreement.,

WHEREAS:

- A. Promoter had entered into a developer agreement dated 02/09/2022 with the owner of land Satya Prakash Pandey, Chandra Shekhar Pandey, Sunil Kumar Pandey S/o Late Sita Ram Pandey (Urf Makhadu), Shri Dhirmati Devi W/o Late Sita Ram Pandey D/O Late Harivansh Pathak R/o Village Aidhe, Pargana Shivpur, Tehsil Sadar, Distt. Varanasi, regarding 167125.180 Sqft. land i.e. 15532.08 Sqmtr. from 1.5430 hect. of Arazi No. 331 situated in Village Aidhe, Pargana Shivpur, Tehsil Sadar, Distt. Varanasi, which was registered in book no. I, Zild No. 10757, paged 179 to 248, at Sr. no. 6054 on 02-09-2022, in the office of sub registrar IV, Varanasi. The first party acknowledges and understands that Developer/Promoter is entitled to 55% of the total area and the remaining

45% belonged to the Land Owner. It is also clarified that the total land area of the entire (55%+45%) above referred is 15532.08 Sq.mtr which is more fully detailed and described in Schedule "A".

- B. On part of the said Land measuring 15532.08 Sq.Mtr, the Promoter is developing a commercial complex in a phased manner comprising of a Commercial building/towers, amenities. facilities and services etc., under the name and style of "**Bliss Emporio**", hereinafter referred to as the "said Complex/project". The Promoter has registered the said Complex under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules made there under with the Real Estate Regulatory Authority at Uttar Pradesh on _____ under registration No. _____ with extension till as per Execution/UP/RERA/2016. Further, the plans will be revised under new Master Plan provisions with any applicable FAR or latest FAR including addition of floors and parking floors which will be availed by the Promoter and Allottee hereby agrees to give unconditional and irrevocable consent to the same.
- C. The Promoter is in the process of development of the said Project by the name of "**Bliss Emporio**" on the said Plot of Land. The Allottee has booked a space/invested as a co- applicant/shareholder in space of Unit No..... and therefore requested the developer to consider, to execute and manage its rights over the units for leasing, renting and delegate to handle all affairs as an applicant or as a co-applicant along with other applicants working as a consortium to manage, maintain, rent. collection, distribution, and portfolio management of undivided un partitioned mutual space rights within this particular unit for the purpose of having a sustained income stream from this real estate asset within the Act and guidelines of RERA/Mutual Fund Investment and other regulatory banking authorities and request to accept lease/tenant rights collectively by way of assignment/Power of Attorney to manage and operate or by way of partnership deed/LLP/mutual arrangement for leasing out the applied unit.
- D. The Promoter is developing the aforesaid free sale commercial component/commercial complex over the said Land of 15532.08 Sq. Mts in a phased manner comprising of a Shopping Mall Building, basements, amenities, facilities and services etc., as "**Bliss Emporio Mall**", (hereinafter referred to as "**said Complex**"). Total commercial complex built up, common areas, parking and amenities areas is _____sq. ft. (_____ sq.mtr.). These Promoter retained floors, areas, amenities, basements and parking shall always remain in exclusive and absolute

ownership and use/income of the Promoter and shall not be subject to being participated in any RWA or association membership or activities. The Promoter will duly intimate the RERA Authorities as and when any sale is affected from the Promoter retained areas.

- E. The Promoter is offering for sale units/commercial spaces free for sale as per sanctioned plans (hereinafter referred to as the “Area for sale”) except the areas retained by the company on the ground floor, atrium, first floor, second floor, service floor between second and third floor, third floor, all basements, floors above fourth floor, terraces and other specified areas. The association of allottees will be formed only for the said Areas for Sale which have only been changed as part of conveyable/saleable areas and exclude company-retained areas and open courts.
- F. The Promoter is fully competent to enter into this Agreement in terms of the said Development Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the development of the said Complex to be constructed have been completed;
- G. The Promoter has obtained approval of the layout plan, sanctioned plan, building plans and specifications for the said Complex from VDA vide its letter No. _____ dated _____, Fire Clearance from Directorate of Varanasi Fire Service vide its sanction No. _____ dated _____, clearance from Varanasi Urban Art Commission vide its sanction No. _____ dated _____, Environment Clearance from State level Environment Impact Assessment Authority, Varanasi vide Clearance No. _____ dated _____ and expansion or extension needed shall be applied and obtained as per rules and conditions.
- H. The Promoter is developing a commercial complex in a phased manner comprising a multistoried building/tower, amenities, facilities and services etc., under the name and style of “**Bliss Emporio Mall**”, hereinafter referred to as the “said Complex”. The Promoter has registered the said Complex under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules made hereunder with the Real Estate Regulatory Authority for the Uttar Pradesh at Lucknow on _____ under registration No. _____ valid till _____ as per No. _____.
- I. The Promoter has obtained approval of the final sanctioned plan/ building plans, fire clearance, Airport Authority of India clearance, Government of Uttar Pradesh Urban Art Commission clearance, and environment clearance are annexed and uploaded on the website of the Projects by Promoter in compliance of the Real Estate (Regulation and Development)

Act, 2016 and Rules made there under (“RERA”) and specifications and approvals for the said Complex from VDA vide its building plan approval dated _____ valid up to _____.

- J. The promoter from the shared said Development Agreement, tentative Building Plans, and layout/site plan of the said Complex, that the Promoter has the exclusive, irrevocable and unequivocal right to develop, construct, launch, market and sell the whole or part of the said Complex in terms of said Development Agreement and various approvals/letters, which have been shown to me/us and as filed with RERA authorities.
- K. The Allottee(s) after fully satisfying himself about the right, title, location, possession, interest, competency and limitations of the Promoter in the said Land / said Complex has shown interest to purchase a shop/commercial space/Hall and had approached the Promoter for provisional registrations for allotment of a shop/commercial space/Hall in the said Complex vide application no. dated «Application_Date» (“Said Application”). It is understood by the Allottee that the said Complex though have various areas, this Agreement is confined and limited in its scope only to the sale of a shop/commercial space in the said Complex. It is clarified that the Promoter has not intended to convey any right or interest in any of the units/areas outside the said Areas for Sale and has not undertaken towards calculation of pro-rata common areas as described in the Schedule-E and in calculation of the cost and price is clearly demarcated and defined as conveyable areas under this Agreement.
- L. In pursuance of the said Application, the Promoter has provisionally allotted as under:
- The Non- Lockable/Undivided Space (Sub Unit No. - «Sub_Unit_No») In Shop No.- «Shop_No», on «Floor» having share of «Sub_Unit_Area_in_Sq_Ft» Sq. Ft., with proportionate carpet area of «Sub_Unit_carpet_area_Sq_Ft» Sq.Ft. («Sub_Unit_carpet_area_Sq_mt» Sq.Mt.) from out of total Carpet Area admeasuring approx. «Unit_carpet_area_Sq_Ft» Sq. Ft. («Unit_carpet_area_Sq_mt» Sq. Mt.), total conveyable area «Total_Conveyable_Area_Sq_Ft» Sq. Fts («Total_Conveyable_Area_Sq_mt» Sq. Mts.) of Shop/Commercial Space No. «Shop_No» (hereinafter referred to as Share in the said Shop/ Commercial Space) in “Bliss Emporio Mall” Shopping Mall being developed on Bada Lalpur, Ring Road. more particularly described in Schedule A and the floor plan of the said Shop/Commercial Space is annexed hereto and marked as Schedule B).
- M. Based upon the particular information and declarations made by the Allottee and believing the same to be true, the Screening Committee of the

Promoter has cleared the Allottee for allotment of the said Shop/Commercial Space under this Agreement;

- N. The Promoter has represented and the Allottee acknowledges, understands and agrees that any application for provisional registration, any allotment/booking of a Shop/Commercial Space/Hall and any promise made by the Promoter shall not be binding on the VDA and the same are depending upon fulfillment and due performance of the obligation on the part of the Promoter in terms of the said Development Agreement.
- O. The Allottee acknowledges and confirms that the Allottee has not relied upon any advertisements, representations, promises or any other information, verbal representation and assurances, warranties, statements or estimates of any nature whatsoever made by selling agents/brokers or otherwise including but not limited to any visual or oral representations relating to the description, location or physical condition of the said Complex / said Shop/Commercial Space under any influence or coercion of any nature other than duly signed/acknowledged under the Application or posted on website of the Promoter or RERA Authority as per Act and Rules. The Allottee acknowledges and understands the risk perceptions and price fluctuations which are related to the real estate sector, the Indian economy in general and this area and the said Complex in particular;
- P. The Allottee agrees that this Agreement along with the terms and conditions contained in the Application Form constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the parties hereto;
- Q. The Promoter represents and the Allottee acknowledges, understands and agrees that the approved building plans of the said Complex are subject to revision as may be required from time to time and during the implementation of the said Complex due to any planning or architectural, statutory requirements, technical or market, lease, utility needs etc., therefore proposed/suggestive location, Shop/Commercial Space No. and areas offered under this Agreement are tentative and approximate only. The Promoter agrees and undertakes that it shall not make any changes to these approved plans with respect to the said Complex or the said Shop/Commercial Space, except in strict compliance of the Act and other laws as applicable from time to time;
- R. The Allottee(s) agrees, acknowledges and undertakes to pay, on demand, to the Promoter or to the Concerned Authorities, the applicable stamp duty & registration charges etc. for the registration of this Agreement, as may

be required under the provisions of the Act, rules and regulations made there under;

- S. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- T. 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;
- U. 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 the said Shop/Commercial Space as specified hereinabove.

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

1.91 TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the said Shop/Commercial Space as defined/specified hereinabove..
- 1.2. The Total Price for the said Shop/Hall/Commercial Space based on the carpet area is Rs.-/- (.....). The break-up and description in detail has been given in the Payment Plan as Schedule C of this Agreement. The Allottee has paid the below mentioned amount for purchase of the said Shop/Commercial Space to the Promoter at the time of application, which is equivalent to less than 10% of the Total Price detailed as under:

Cheque No.	Drawn on	Amount (Rs.)

The Promoter hereby acknowledges the receipt of above said payment. The Allottee acknowledges, confirms and agrees that booking amount for the said Shop/Commercial Space is equivalent to 10% of the Total Price and the Allottee hereby agrees to pay balance payment of booking amount on signing of the agreement and shall pay the remaining Total Price of the said Shop/Commercial

Space as prescribed in the Payment Plan as Schedule C or as may be demanded by the Promoter within the time and in the manner specified therein. If the Allottee delays in payment towards any head which is payable, he shall be liable to pay simple interest at the rate as specified in the Act and the Rules.

Non-Lockable/Undivided Space (Sub Unit «Sub_Unit_No») Shop No. «Shop_No» Floor «Floor»	Non-Lockable/Undivided Space (Sub Unit «Sub_Unit_No»)
Total Price (in Rupees)	«BSP_with_Tax»

Cost of the Shop/ Commercial Space	Carpet Area in Sq. mtr. - «Sub_Unit_carpet_area_Sq_mt» (sq. fts.) - «Sub_Unit_carpet_area_Sq_Ft»	Amount (in Rs.) «BSP»
Taxes		«Taxes»
Maintenance charges/ IFMSD		«IFMS»
Total Cost		«TOTAL_COST»

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the said Shop/Commercial Space.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Goods and Service Tax (GST), and Cess or any other similar taxes which may be levied, in connection with the construction of the Complex payable by the Promoter, by whatever name called) up to the date of handing over the possession of the said Shop/Commercial Space to the Allottee and the limited common areas and facilities with respect to the said Areas for Sale to the association of allottees or the competent authority, as the case may be, after obtaining the completion/part-completion certificate:

Provided that in case there is any change / modification in the taxes/charges or any other charges payable to outside external agencies/service providers, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such charge / modification: Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the said Complex as per registration with the Authority, which shall include the extension of

registration, if any, granted to the said Complex by the Authority, as per the Act, the same shall be charged from the Allottee;

The Allottee agrees and understands that input credit of GST will be assessed after the completion of the project and due credit for the same, if any, will be given to the Allottee in the last installment as per actual.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter 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;
- (iv) The Total Price of the said Shop/Commercial Space includes recovery of price of pro-rata land under footprint of the Tower/Building, construction of not only the Shop/Commercial Space but also the limited Common Areas with respect to the said Areas for Sale, internal development charges, external development charges as provided as of now by concerned authorities, taxes, cost of providing electric wiring, electrical connectivity to the said Shop/Commercial Space, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as applicable and includes cost for providing all other facilities, amenities and specifications to be provided within the said Shop/Commercial Space and the Complex, but does not include the cost of external infrastructure such as electric, water and sewerage infrastructure which may be developed by Promoter on behest of the concerned authority at later stage which has not been assessed as development charges as of now.
- (v) If however, due to any subsequent legislation/ Government order/ directives, demands or guidelines or if deemed necessary by the Promoter or any of its nominees, additional fire, water safety, solid waste, antipollution, dedicated H.T. or electric establishment measures are undertaken or any additional requirement arise due to any norms or revised rules and directions, then the Allottee agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other Allottees, as determined by the Promoter in its absolute discretion.

- (vi) The Total Price of the Said Shop/Commercial Space does not include the cost of such electric fittings, fixtures, electric, gas and water meter etc. which shall be got installed by the Allottee(s) at his/her own cost.
- (vii) There will be Preferential Location Charges (PLC) such as corner, north facing, east facing, main road facing etc. as per agreed payment plan. In case, any location is preferred by the Allottee for the said Shop/Commercial Space in the said Complex the same shall be payable by the Allottee as PLC applicable, as per the demand of the Promoter in a manner and within the time as stated in the Payment Plan.
- (viii) However, the Allottee has specifically agreed that if due to any change in the Layout/ Building Plan or non-availability due to any reason, the said Shop/Commercial Space ceases to be preferentially located, the Promoter shall try to offer to him/her another same PLC applicable shop/commercial space, if available or the Promoter shall be liable to refund only the amount of PLC paid by the Allottee and such refund shall be adjusted in the last installment as stated in the Payment Plan. On the other hand, if the said Shop/Commercial Space in the said Complex becomes preferentially located due to the aforesaid changes in the layout/ building plan, then the Allottee shall be liable and agrees to pay as demanded by the Promoter applicable PLC as stated in the Payment Plan. The said Preferential Location Charges are decided by the Promoter at its sole discretion and the Allottee before booking a particular shop/ commercial space has fully satisfied himself about the rationality of levying of such preferential charge(s) with respect to location and placement of the said Shop/Commercial Space.
- (ix) The Allottee agrees that the Shop/Commercial Space does not include charges for installation and commissioning of air-conditioning and its recovery and running cost. The Allottee shall fit, install the AHU's heaters/ chillers only at the place designated for such installations by the Promoter. The Allottee has also been explained and understood that depending upon the occupancy and in pursuit for excellence & in tune with the global trends at any time in future before or after handing over the possession of the unit(s) to the Allottee, the Promoter shall have sole discretion to technically upgrade the complex or unit such as to convert non centrally airconditioned buildings to Centrally air conditioned building(s) or to implement up gradation of any other specifications, provided over 50% of the allottees have represented or confirmed their willingness for the same. The Allottee agrees to share the proportionate expenses/ cost for technically upgrade building(s) including into additional specifications, in proportion to total area being air-conditioned,

or upgraded area occupied by him and shall have no objection in this regard. Such up-gradation proposed shall be submitted by the Promoter to all the allottees in the said Complex whether occupied or not and if no objection is received from the Allottee within 30 days, it will be considered as deemed consent and/if over 50% of the possession holders or occupiers do not have objection and have granted consent/deemed consent, it will be treated as consent granted.

- 1.3. The Total Price is escalation-free, save and except increases which the 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 and service provider(s) from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of occupation/completion of the Complex as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Complex by the Authority, as per the Act, the same shall not be charged from the Allottee. The pro-rata demand made by the Promoter with regard to all the Development Charges/cost shall be binding on the Allottee. If for any reason interest is charged due to delay in depositing by Allottee, the same shall also become payable without any objection. If the Allottee fails to pay the Development Charges as decided, then the same shall be treated as non-payment of charges as per this Agreement and the Promoter shall be entitled to withhold the delivery of possession to the Allottee until the payment of above said Development Charges along with applicable interest etc. If the Development Charges are levied (including with retrospective effect) after the Conveyance Deed has been executed then the same shall be treated as partly unpaid Total Price on the part of the said Allottee and the Promoter shall have first charge and lien over the said Shop/Commercial Space till such unpaid charges are paid by the Allottee including interest, if any, and take all legal measures to recover such unpaid charges including interest.

If despite having paid Development Charges to Government for making provision of External Development services vis-a-vis road connectivity, water and sewerage connections, H.T. Lines, sub- station etc. the

Government fails to provide basic infrastructure facilities on time and the Promoter decides to make extra investments to provide all such additional facilities for water sourcing, recycling and sewage disposal, Sewage Treatment Plant, Generator back-up supply etc. to make the said Complex functional, such extra investments shall be recoverable from Allottee on pro-rata basis before handing over of possession. The Allottee shall be contributing on pro-rata basis for regular maintenance of such services.

- 1.4. The Allottee shall make the payment as per the payment plan set out in Schedule C (“Payment Plan”).
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 10% per annum for the period by which the respective installment has been preponed. 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 Promoter.
- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans of the said Shop/Commercial Space and specifications and the nature of fixtures, fittings and amenities described herein at Schedule „D“ and Schedule „E“ in respect of the said Shop/Commercial Space and the said Complex, as the case may be, 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.
- 1.7. The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the provisional occupancy/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 Promoter. If there is reduction in the carpet area then the Promoter shall firstly adjust the excess amount in the last installment to be paid by the Allottee and refund the further excess money, if any, paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee, subject to availability of funds in the escrow account required to be maintained under the provisions of Act and without affecting the ongoing construction of the said Complex. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the said Shop/Commercial Space, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided

in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed under Payment Plan of this Agreement. It has been further agreed that based on structural design, due to technical requirement or any other reason, the Promoter may add structural column(s) within the said Shop/Commercial Space which shall be part of the carpet area. It is also clarified that alteration(s)/ modification(s) pertaining to common areas and facilities and interior design, landscaping design etc. thereof, may be done in public area / open spaces for the betterment of same.

1.8. Subject to para 8.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the said Shop/Commercial Space after execution and registration of the conveyance deed as mentioned below:

- (i) The Allottee shall have exclusive ownership of the said Shop/Commercial Space;
- (ii) The Allottee shall also have undivided proportionate share in the limited Common Areas of the said Areas for Sale in the said Complex as defined in Schedule-E. 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. It is clarified that the Promoter shall hand over the limited common areas of the said Areas for Sale to the association of allottees after duly obtaining the occupation/completion certificate of the said Complex from the competent authority as provided in the Act. It is further clarified that all allottees in the said Areas for sale in the said Complex shall have proportionate share in the limited common areas and services as provided in the said Complex;
- (iii) That the computation of the price of the said Shop/Commercial Space includes recovery of price of pro-rata land under Tower footprint in the said Complex only, construction of not only the said Shop/Commercial Space but also the limited Common Areas as per Schedule-E, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the said Shop/Commercial Space and lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the limited common areas, maintenance charges as agreed herein and includes cost for providing all other facilities, amenities and specifications to be provided within the said Shop/Commercial Space and the said Areas for Sale only;

- (iv) The Allottee has the right to visit the said Complex site to assess the extent of development of the said Complex and the said Shop/Commercial Space.
- 1.9. It is made clear by the Promoter and the Allottee agrees that the said Shop/Commercial Space along with garage/covered parking, as per Schedule A, shall be treated as a single indivisible unit for all purposes. It is agreed that the said Complex is an independent, self-contained project covering the land under footprint of the Building and is not a part of any other project 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. It is clarified that the common facilities and amenities shall be available only for use and enjoyment of the allottees on payment of prescribed charges and the same will be made functional only after achieving at least 50% actual physical occupancy by the allottees in the said Areas for Sale and may be handed over to association of allottees after elections are held transparently. The facilities and amenities as provided in the said Complex shall be jointly used and enjoyed by all allottees in the said Complex on payment of charges as may be decided.
- 1.10. The Promoter agrees to pay all outgoings before transferring the physical possession of the said Shop/Commercial Space 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, user/ consumption 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 said Complex). If the Promoter 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 said Shop/Commercial Space to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.
- 1.11. The Allottee has paid a sum of Rs./- as Application Amount being part payment towards the Total Price of the said Shop/Commercial Space at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Shop/Commercial Space as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

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

- 1.12. That the Allottee agrees and undertakes to pay for the expenses towards insurance of building and equipments installed in/for the common areas and facilities on pro-rata basis. The structure of the said Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Promoter or the association of allottees/ maintenance agency on behalf of the allottees and the cost thereof shall be payable by the allottees as the part of the maintenance bill raised by the Promoter or the association of allottees/ Maintenance Agency but contents inside individual Shop/ Commercial Space shall be got insured by the Allottee(s) at his/her own cost. The cost of insuring the Building structure shall be recovered from the allottees on pro-rata basis as a part of total maintenance charges and the Allottee(s) hereby agrees to pay the same. The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any premises in the said Complex/ Building or any part thereof or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.

2. MODE OF PAYMENT

- 2.1. Subject to the terms of this Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) as per the details herein under:

Cheque/DD to be issued in favour of “Winsome Developer Pvt. Ltd.” payable at Varanasi.

OR

Through Electronic transfer as below: -

- 2.2. It is further agreed that the Allottee may obtain finance from any financial institution/bank or any other source for purchase of the said Shop/Commercial Space. The Allottee’s obligation to purchase the said

Shop/Commercial Space pursuant to this Agreement shall not be contingent on the Allottee's ability to obtain financing for the purchase of the said Shop/Commercial Space or competency to obtain such financing and the Allottee will remain bound by the terms of this Agreement. Further, any refusal/ delay by any bank/financial institution in granting financial assistance and /or disbursement of loan or any subsequent installment, on any ground whatsoever, shall not entitle the Allottee to use it as an excuse for delaying or defaulting in making the payment of installment which have fallen due and any such delay or default in making the payment of the installment, as per the Payment Plan, shall make the Allottee liable to pay the applicable interest as time is the essence of this Agreement. Further, in case the Allottee seeks cancellation of his allotment on the above mentioned ground by way of written request, the Promoter will refund his money after deducting the Booking Amount, the interest against delayed payments, if any, and brokerage/commission, taxes, cess, fees etc paid, if any, by the Promoter for such booking subject to availability of funds in the designated/escrow account required to be maintained under the provisions of the Act, without affecting the ongoing construction/development of said Complex.

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 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 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 Promoter accepts no responsibility in this regard to the matters specified in para 3.1 above. The Allottee shall always keep the Promoter

fully indemnified and harmless in this regard. Whenever there is any change in the residential status or Email ID 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 the application/booking/ allotment of the said Shop/Commercial Space applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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 said Shop/Commercial Space or other units booked by the Allottee in project of Promoter directly or indirectly and payment or dues or outstanding already, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any other manner.

5. TIME IS ESSENCE

Time is of the essence for both, the Promoter as well as the Allottee, for timely performance of the respective obligations under this Agreement. The Promoter shall abide by the stage-wise time schedule for completing the said Complex as disclosed at the time of registration of the said Complex with the Authority and towards handing over the said Shop/Commercial Space to the Allottee and the limited common areas with respect to the said Areas for Sale to the association of the allottees or the competent authority, as the case may be. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her and meet the other obligations under this Agreement.

6. POSSESSION OF THE SAID SHOP/COMMERCIAL SPACE:

6.1 Schedule for possession of the said Shop/Commercial Space: The Promoter agrees and understands that timely delivery of possession of the said Shop/Commercial Space to the Allottee and the limited common areas of the said Areas for Sale to the association of allottees, as the case may be, is the essence of this Agreement. The Promoter assures to hand over possession of the said Shop/Commercial Space along with ready and complete common areas with all specifications, amenities and facilities of the said Areas for Sale /said Complex in place within a period of 48 Months plus/minus 12 Months variable

grace period (“Commitment Period”) from the date of execution of this Agreement, unless there is delay due to force majeure factors such as war, flood, draught, fire, cyclone, earthquake, court orders/injunctions and delay in Govt. clearances/NOCs, delay in providing necessary external infrastructure such as laying of sewer/water supply line, road, electrification etc. or inadequacy thereof or any other calamity caused by nature affecting the regular development of the said Complex (“Force Majeure”). If, however, the completion of the said Complex is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Shop/Commercial Space, provided that such Force Majeure conditions are not of a nature which make it impossible for this Agreement to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the said Complex due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee within 45 days from that date subject to availability of funds in the escrow account required to be maintained under provisions of the Act, Rules and Regulations. The Promoter shall intimate the Allottee about such termination at least (30) thirty days prior to such termination. The Allottee agrees that upon dispatch of the cheque or RTGS towards refund, he/ she shall not have any rights, claims etc., whatsoever, against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 6.2 Procedure for taking possession** - The Promoter, upon obtaining the provisional occupancy/ occupancy certificate from the competent authority shall offer in writing the possession of the said Shop/Commercial Space, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupation certificate. The Conveyance Deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of provisional occupancy/ occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee after taking possession, agrees to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be after issuance of occupation/completion certificate for the Shop/Commercial Shop /said Complex. The Promoter shall hand over the copy of provisional occupancy/

occupancy certificate of the said Shop/Commercial Space to the Allottee at the time of conveyance of the same.

- 6.3 Failure of Allottee to take Possession of the said Shop/Commercial Space-** Upon receiving a written intimation from the Promoter as per clause 6.2, the Allottee shall take possession of the said Shop/Commercial Space from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement, or as may be required by the Promoter and the Promoter shall give possession of the said Shop/Commercial Space to the Allottee. In case the Allottee fails to take possession within the time provided in clause 6.2, such Allottee shall continue to be liable to pay maintenance and holding charges as agreed under this Agreement.
- 6.4 Possession by the Allottee -** After obtaining the provisional occupancy/ occupancy certificate and handing over physical possession of the said Shop/Commercial Space to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including limited common areas of the said Areas for Sale, to the association of allottees or the competent authority, as the case may be, as per the local laws.
- 6.5 Cancellation by Allottee –** The Allottee shall have the right to cancel/withdraw his allotment in the said Complex as provided in the Act.
Provided that where the Allottee proposes to cancel/withdraw from the said Complex without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount along with Govt. dues and taxes, interest paid for defaulted payments, brokerage/commission paid to the agents. The balance amount of money, if any, paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of receipt of written request for such cancellation subject to the availability of funds in the escrow account required to be maintained under the provisions of the Act C Rules without affecting the going construction of the said Complex.
- 6.6 Compensation –** The Promoter subject to VDA, under the Development Agreement, shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the said Complex is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event and due to defective title of the land as defined hereinabove, if the Promoter fails to complete or is unable to give possession of the said Shop/Commercial Space

- (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; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the said Complex to return the total amount received by him in respect of the said Shop/Commercial Space, with simple interest at the rate as prescribed in the Rules, including compensation in the manner as provided under the Act within a period of 45 days after receipt of a written request from the Allottee subject to the availability of funds in the escrow account required to be maintained under the provisions of the Act and Rules, without affecting the ongoing construction of the said Complex. Provided that where if the Allottee does not intend to withdraw from the said Complex, the Promoter shall pay the Allottee simple interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Shop/Commercial Space, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due subject to the availability of funds in the escrow account required to be maintained under the provisions of Act and Rules without affecting the ongoing construction of the said Complex.

6.7 Temporary Possession for interior works:

If the Allottee intends to carry out the interior works in the said Shop/Commercial Space and seeks temporary possession thereof, Promoter may permit the same, subject to the following conditions and undertakings given by the Allottee in respect thereto:

- (a) That the Allottee shall pay the Total Price, stamp duty, registration charges and other ancillary charges for registration of conveyance deed before taking the temporary possession and the Promoter shall be liable to get the sale/ conveyance deed registered before the competent authority after obtaining occupation certificate or part thereof of the building in which the Shop/Commercial Space is situated;

- (b) That in case Allottee starts occupying the said Shop/Commercial Space without getting formal offer of possession from the Promoter in terms of this Agreement, the same shall be treated as illegal occupation and shall attract a penalty of Rs.10,000/- per day for wrongful use of the Shop/ Commercial Space from the date of illegal possession by the Allottee till remedying the same along with penalty imposed by the competent authority/Government, without prejudice to all other rights and remedies available to the Promoter;
- (c) That the Allottee shall execute and enter into a Maintenance Agreement on standard format if not executed earlier, and shall pay the Interest Free Maintenance Security Deposit (IFMSD) if not paid before taking the temporary possession;
- (d) A caution and electricity compensation deposit will have to be paid by the Allottee prior to seeking possession for interior works;
- (e) That the work of interior adaptation undertaken by the Allottee should not obstruct or affect the construction work, if any, of the Promoter or interior work being carried out by any other Allottee of the said Complex or cause any nuisance of any kind, which may be objectionable to the Promoter or any other Allottee;
- (f) That the Allottee shall ensure complete safety of the materials and the equipment kept in the Shop/Commercial Space, to be used for the interiors undertaken by the Allottee. The Promoter shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. Further, the Promoter shall not be liable for any accident or injury caused or occasioned to any employee or the workman engaged by the Allottee for doing the interiors in the Shop/Commercial Space or any job or work relating thereto. Such liabilities or claims, if any shall be satisfied by the Allottee itself. The Allottee shall indemnify and keep harmless the Promoter against all such claims or liabilities;
- (g) That the Allottee shall comply with all the directions/ requirements as stipulated by the Promoter or its Authorized Representatives, while carrying out the interiors in the Shop/Commercial Space;
- (h) That the Allottee shall not damage or cause harm to the structures or any part of the Complex in the process of doing the interiors, except as those minor alterations as may be necessary to carry out the interior;

- (i) Possession for interiors does not constitute possession for any other purpose including display of signboard or signage and this temporary possession will be given subject to condition that actual possession of Shop/Commercial Shop remains with the Promoter only for all purposes and Allottee shall handover the possession on a day's notice, if so demanded by the Promoter without assigning any reason;
- (j) That the Allottee shall not store any inflammable or explosive materials in the Shop/Commercial Space and/or anywhere else in the Complex while conducting the interior works and shall ensure complete safety against any accidents or loss of human life.

6.8 It is specifically understood and agreed by the Allottee that said Complex is being developed by the Promoter as per approved plans and the Promoter shall be liable to provide to the Allottee constructed Shop/Commercial Space along with internal infrastructure within the said Areas for Sale/said Complex only. However, the external facilities outside the said Complex such as main sewer line, water line, electricity line, storm water drains, roads, are to be provided/developed by the Government/ nominated agency/MC and if the said external facilities are not in place even at the time of handing over of possession then the Allottee shall not claim any compensation or refund for delay due to non-provision of infrastructure facilities and/ or consequent delay in handing over the possession of the said Shop/ Commercial Space in the said Complex as this is understood and agreed to be beyond the scope and control of the Promoter.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect to the land beneath the said Building/Complex, the requisite right to carry out development thereon and absolute, physical and legal possession thereof in terms of the said Development Agreement;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Complex in terms of the said Development Agreement;
- (iii) There are no litigations pending before any Court of law or Authority with respect to the land beneath the Building and/or the said Complex;

- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the said Complex 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 said Complex, the land beneath the said Building and said Shop/Commercial Space and common areas;
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the proposed right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any Agreement and/or development agreement or any other agreement / arrangement with any person or party with respect to the land beneath the said Complex, and the said Shop/Commercial Space which will, in any manner, affect the proposed rights of Allottee under the said Shop/Commercial Space;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever, in terms of the said Development Agreement, from offering to sell the said Shop/Commercial Space or entering into this Agreement with the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed, after receipt of the Total Price, the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Shop/Commercial Space to the Allottee and the limited common areas with respect to the said Areas for Sale to the association of the allottees or the competent authority, as the case may be;
- (ix) The Schedule Property is not 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 Schedule Property;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to said Complex to the competent Authorities till completion certificate has been issued and possession of the said Shop/Commercial Space or Building, as the case may be, along with limited common areas with respect to the said Areas for Sale (equipped with all the specifications, amenities and facilities) will be handed over to the Allottee and the association of allottees or the competent authority, as the case may be;

- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the land beneath the said Shop/Commercial Space) has been received by or served upon the Promoter in respect of the land beneath the said Building and/or the said Complex.

8. EVENTS OF DEFAULTS AND CONSEQUENCES

8.1 Subject to the Force Majeure clause and due to defective title of the land, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the said Shop/Commercial Space to the Allottee as per terms of this Agreement within the time specified in para 6.1 or fails to complete the said Complex within the stipulated time disclosed at the time of registration of the said Complex with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the said Shop/Commercial Space shall be in a condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (ii) Discontinuance of the Promoter'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.

8.2 EVENTS OF DEFAULTS AND CONSEQUENCES

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter 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 this 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 said Shop/Commercial Space, except the amount paid towards interest against delayed payments, along with simple interest at the rate prescribed in the Rules within forty-five days from the date of receiving of the termination notice subject to the availability of funds in the escrow account required

to be maintained under the provisions of the Act & Rules, without affecting the ongoing construction of the said Complex:

Provide that where an Allottee does not intend to withdraw from the said Complex or terminate this Agreement, the Allottee shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the said Shop/Commercial Space, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due subject to the availability of funds in the escrow account required to be maintained under the provisions of Act & Rules without affecting the ongoing construction of the said Shop/Commercial Space.

- 8.3** 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 Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay simple interest to the Promoter on the unpaid amount at the rate prescribed in the Rules. It shall not be obligatory on the part of the Promoter to send reminders regarding the payments to be made by the Allottee after raising demand(s) of due installment(s) as per the Payment Plan.
 - (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2(two) consecutive months after demand-cum-intimation of termination notice from the Promoter in this regard, the allotment of the said Shop/Commercial Space, in favour of the Allottee, shall automatically stand cancelled and the Promoter will refund the money paid by the Allottee by deducting the Booking Amount and interest liabilities along with Govt. dues and taxes, interest paid for defaulted payments, brokerage/ commission paid to the agents towards booking and this Agreement shall thereupon stand terminated automatically. The balance amount of money, if any, paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation subject to the availability of funds in the escrow account required to be maintained under the provisions of Act & Rules without affecting the going construction of the said Complex. It is agreed that there would be no restoration upon such cancellation and the Promoter shall absolutely be entitled and free to sell the said Shop/Commercial Space as per its

discretion and the Allottee, if so desires, will have to apply afresh for booking at the then prevailing rates.

- (iii) For the removal of doubts, it is clarified and the Allottee consents that Default continues for a period beyond 2 consecutive months by Allottee, after demand notice from the Promoter, shall automatically constitute termination of this Agreement and no further act on the part of the Promoter would be necessary for this purpose. It is further clarified that immediately on such automatic termination, the Promoter shall be entitled to re-allot the said Shop/Commercial Space afresh to any other person and the Allottee hereby agrees and undertakes that it shall not object thereto. Furthermore, the Allottee agrees that it shall not seek any interim relief to this effect against the Promoter, as it acknowledges that its interest in the said Shop/Commercial Space has expired upon such termination and what remains at best is a money dispute and the Allottee further acknowledges that the Promoter would suffer irreparable harm by being prevented from freely dealing with its valuable capital asset, which harm the Promoter and the Allottee agrees that the same cannot be quantified in monetary compensation/damages alone.

It is further agreed that In case the Allottee has booked and/or entered into buyer's agreement for purchase of more than one shop/commercial space / property in any of the projects of the Promoter or any of its associates/ subsidiaries/ group companies and commits default in payment schedule of the said Shop/Commercial Space being purchased under this Agreement, in that event, the Allottee understands, agrees and consents that the Promoter at its sole discretion would be fully entitled, without any further confirmation, to adjust/ appropriate the balance refundable amount, towards the amount outstanding, due and/or payable in respect of any other property including outstanding interest thereof.

It is further understood and agreed that the Allottee does not have right to book/ apply for any new booking(s)/multiple bookings in any property being developed by the Promoter or any of its associates/ subsidiaries/ group companies unless he is making regular and up to date payment(s) in the booking (s) already made by him or his associates.

9. **CONVEYANCE OF THE SAID SHOP/COMMERCIAL SPACE:**

The Promoter, on receipt of the Total Price of the said Shop/Commercial Space agreed under this Agreement from the Allottee and all the statutory dues payable including maintenance security etc., shall execute a conveyance deed and convey the title of said Shop/Commercial Space together with the proportionate indivisible share in the limited common areas with respect to the said Areas for Sale only within 3 (three) months from the date of issuance of the provisional occupancy/ occupancy certificate. 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 notice, the Allottee authorizes the Promoter to withhold possession and registration of the conveyance deed in his/ her favour till full and final settlement of all dues and payment of stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of applicable laws viz., the Registration Act, Indian Stamp Act, 1899 including any action(s) taken or deficiencies/penalties imposed by the competent authority(ies) in respect thereof.

Sharing of Lease Rental/License Fee:

In case there is demand by a large anchor store / retail chain or any other prospective tenant to take on lease a large floor area, then for the collective benefit of all, the Allottee(s) shall become part of the said lease arrangement on the terms and conditions as accepted by majority holder(s) of Shops/Commercial Spaces on that floor to facilitate tenancy, leasing for the collective benefit of all on such terms and conditions as are accepted by majority stake holders/owners. However, sharing of lease rental/ license fee / profit sharing will be done in relation to the Total Price/investment towards the requirement of interiors or fit-outs, if any, adjustable in lease rental, if any, on pro rata basis.

10. **MAINTENANCE OF THE SAID BUILDING / SHOP/COMMERCIAL SPACE / PROJECT:**

10.1 After receipt of provisional occupancy/ occupancy certificate for the said Shop/Commercial Space, the Promoter shall be responsible to provide and maintain essential services in the said Complex till the taking over of the maintenance of the limited common areas and facilities with respect to the said Areas for Sale in the said Complex by the Association of Allottees till a period of 3 months upon issuance of the provisional occupancy/ occupancy certificate/ completion certificate (whichever is earlier) of the said Complex. The cost of such maintenance service has been included in the Total Price of the said Shop/Commercial Space till a period of 3 months.

- 10.2 Allottee hereby agrees that his/her right to purchase the said Shop/Commercial Space and his/her right to use of the limited Common Areas shall be subject to timely payment of total maintenance charges as and when applicable, as determined and thereafter billed by the Promoter or the association of allottees or the Maintenance Agency appointed by the Promoter and timely performance of the Allottee of all his/her obligations in respect of payment of such maintenance charges.
- 10.3 The Allottee shall participate towards the formation of an Association of the Allottees and further agrees and undertakes to join and become a member of the association of allottees (“RWA”) as and when it would be formed by the Promoter on behalf of all the shop/commercial space owners in the said Areas for Sale in the said Complex and agrees to pay any fees, charges thereof and complete such documentation and formalities as may be required by the Promoter/RWA.
- 10.4 Allottee agrees and undertakes to pay the Interest Free Maintenance Security Deposit (“IFMSD”) as per payment plan, to be paid in accordance with the Payment Plan. The Allottee shall be bound to make further contributions to the IFMSD as and when any demand for this purpose is raised on it by the RWA.
- 10.5 Allottee has been made aware that the maintenance of the limited common areas with respect to the said Areas for Sale in the said Complex shall be handed over to the RWA by the Promoter in terms of Schedule-E. The Allottee has been informed and understands that the IFMSD amounts payable by it and set out herein shall be paid back/entrusted/transferred by the Promoter to the account of the RWA without any interest after due audit of collection and expenses.
- 10.6 The Allottee of the said Shop/Commercial Space shall enter into Maintenance Agreement with the Promoter/RWA or its nominee or any other agency (hereinafter referred to as “Maintenance Agency”) as may be appointed by the Promoter/RWA from time to time for the maintenance and upkeep of the limited common areas with respect to the said Areas for Sale in the said Complex including maintenance of civic amenities with respect to water, sewerage, drainage, garbage clearance, staircases, corridors, common toilets in the said Areas for Sale etc., until these are handed over to the RWA. The Promoter will transfer the Interest Free Maintenance Security Deposit (IFMSD) of the Allottee to the elected RWA of the said Areas for Sale after completion of the entire said Complex.
- 10.7 The Promoter shall maintain the internal roads, landscaping, horticulture, street lights, operation and maintenance of electric gen-set, maintenance

and running of STP, operation and maintenance of lifts, staircases, electric sub-station, panels and electrical supply, pavements and charge for the same on pro-rata basis from all allottees in the said Complex.

- 10.8 The total Maintenance Charges will be fixed by the Promoter/RWA/nominated Maintenance Agency on the basis of the maintenance costs. The decision of the Promoter/RWA or Maintenance Agency in respect of the cost of Maintenance will be final and binding on the Allottee. These charges will be paid as decided by the Promoter/RWA or Maintenance Agency as and when the Operation/ Maintenance services are transferred to the said RWA/Maintenance Agency.
- 10.9 It is understood by the Allottee that 100% power backup shall be available to the shops/commercial spaces in the said Complex subject to actual load only. Backup Gen-sets shall be installed phase wise in said Complex depending on actual load requirements based on the actual occupancy. In case of power-cut, the Promoter will supply the electricity via gen-set(s) which will be billed through dual meter pre-paid/conventional meters to all the allottees in said Complex and will be charged for consumption made on actual basis with respect to the individual units and in addition to the above the Allottee shall also be charged on pro-rata basis with respect to the common areas/limited common areas plus administrative charges.
- 10.10 The Allottee agrees that the Promoter or its subsidiaries/agents may and subject to such Government approvals as may be necessary, invest or install, enter into arrangement of generating and/or receiving and/or supplying power to/for the various projects within or outside the said Complex in which the said Shop/Commercial Space is located including generating but not limited to power through generators, turbines, solar, wind, nano or any other future technology by using the surface area or roof tops of the building/said Complex. In such an eventuality the Allottee fully agrees and confirms that the Allottee shall have no objection to such arrangement for generating and/or supply of power to the said Complex /grid as long as electricity generated is cheaper than the diesel Gen-sets which will include investment, running and operating cost in view of the Government, Renewable Energy Department policies, as may be applicable from time to time. The Allottee also gives complete consent to such arrangement despite having an exclusive source of power supply from competent authority/any other source. The Allottee further agrees that this arrangement could be provided by the Promoter or its outsourced agents directly or through the respective association of allottees/RWA. It is further agreed by the Allottee that the Promoter or

its subsidiaries/ affiliates shall have sole right to select the site, location, capacity and type of power generating and supply equipment/ plant as may be considered necessary by the Promoter or its subsidiaries/affiliates from time to time. It is also understood that the said equipment/plant may be located anywhere in or around the said Complex.

- 10.11 The Allottee agrees to abide by all the conditions of sanction of bulk supply and to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Promoter from time to time. If at any subsequent stage, the electricity or generator supply load needs to be increased/upgraded, the Allottee shall contribute on pro-rata basis towards security deposit /other expenses. The Promoter will receive the bulk supply and distribute the electricity through pre-paid/ conventional meters to all the allottees in said Complex and will be charged for consumption made on actual basis with respect to the individual units and in addition to the above the Allottee shall also be charged on pro-rata basis with respect to the common areas/limited common areas plus administrative charges.
- 10.12 The Promoter will provide single point connection of all supplies/services, viz. electricity, gen-set power back-up supply, water etc. at all floors in the said Areas for Sale, the same shall be charges through pre-paid metered system or conventional meters. The Promoter will raise the bills of aforesaid supplies/services upon the association of allottees of units for the said Areas for Sale, which shall accordingly collect the charges from in dividable allottees and deposit with the Promoter before the due date. It is further clarified that in case of the non-payment of the due/billed charges upto the due date, the Promoter shall be entitled to disconnect/discontinue the supplies/services and the Allottee shall not have any objection in this regard.
- 10.13 The Promoter represents and the Allottee acknowledges, agrees and confirms that the computation of the Total Price does not include in any manner recovery or payments towards running, servicing, maintenance and operation of the limited common areas and facilities except initial 3 months from the date of receiving of occupation/provisional occupation certificate. However, the Promoter, will provide the maintenance services viz., running, servicing, maintenance and operation of the common areas and facilities from the date of offer of possession of the said Shop/Commercial Space after obtaining occupation/part-occupation certificate on payment of charges basis and will demand and charge all fee/charges etc. towards payment of the common area maintenance

charges till the same are handed over the association of allottees/RWA ("Maintenance Period"). The Allottee in dividedly as well as the member of registered association of allottees ("RWA") shall give its requisite consent/no objection as and when called upon by the Promoter for providing of such maintenance services. The scope of services to be provided will be security services; cleaning and maintenance of common areas; up-keeping and maintenance of greens areas/parks, horticulture; servicing and maintenance of machinery & equipment, replacement of electrical gadgets and accessories viz., bulbs/tubes etc. in common areas. Further, during the aforesaid Maintenance Period, the Allottee shall be liable to pay on actual basis charges towards electricity and water consumption in the said Shop/Commercial Space as per mutual agreement.

- 10.14 The amount payable towards IFMSD will be paid and deposited by the Allottee in accordance with the agreed payment plan. During the Maintenance Period, the Promoter shall be entitled to use the same and after expiry thereof, the same shall be transferred to the account of the elected registered association of allottees without any interest. The Allottee further acknowledges, confirms and agrees that during the aforesaid Maintenance Period, the Allottee shall be liable and pay the applicable maintenance charges towards common area maintenance on pro-rata basis as may be assessed by the Promoter/RWA or the nominated maintenance agency, as the case may be. The Promoter will apply for part occupation of the Complex stage-wise and shall form association of shop owners amongst those who are offered possession. The Allottee undertakes to join society/association of the allottees/shop/commercial space owners and to pay fees, charges there of and complete such documentation and formalities as may be deemed necessary by the Promoter in its sole discretion for this purpose. The Allottee upon receipt of part-occupation of the floor/tower of the said Complex in which said Shop/Commercial Space is located and before taking the possession of said Shop/ Commercial Space shall enter into a maintenance agreement on Promoter's standard format with the Promoter or any association/ body/ condominium of association of commercial space/ shop owners or any other nominee/ agency/ association or other body (hereinafter referred to as "the Maintenance Agency") as may be appointed/nominated by the Promoter from time to time for the maintenance and upkeep of the said Complex and the Allottee undertakes to pay the maintenance bills as raised by the Maintenance Agency, irrespective whether the Allottee is in occupation of the said

Shop/Commercial Space or not. In order to secure due performance of the Allottee in prompt payment of the maintenance bill and other charges raised by the maintenance agency, the Allottee agrees to deposit, as per the schedule of payment and to always keep deposited with the Promoter/Maintenance Agency as IFMSD. The Allottee of the said Shop /Commercial Space shall pay, as and when demanded, the maintenance charges including security deposit for providing, maintaining and keeping of the said Complex and the various services therein, as may be determined by the Promoter or the Maintenance Agency appointed for this purpose in consultation with association of allottees/shop owners, as the case may be. Two years advance maintenance charges will be payable before taking the possession of the Shop/Commercial Space, along with outstanding dues and overdue maintenance/electricity charges, if any. The maintenance and other charges will be paid for each calendar month of the year in advance before the 7th of each month. Payment will be made to the Promoter/ Maintenance Agency and in case of failure to take payment before the 7th of each month to which they relate, the Allottee or any one claiming under him shall cease to have the right to use of any electricity/water supply and passage to the Shop / Commercial Space and enjoyment of common facilities.

11. DEFECT LIABILITY

11.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of direct services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is, however, clarified that such compensation in respect of outsourced items such as electrical items, lifts etc., will be recovered directly by the Allottee /maintenance agency/ association from the manufacturers only, as per terms of warranty of manufacturers.

11.2 The Allottee agrees that the Promoter is under no obligation to give warranty for the items which are purchased as CBU (completely built units) and manufactured items such as cables, wires, bulbs/LED/CFL, CP fittings etc. as the same shall be directly governed by the terms and conditions of the manufacturer's warranty. The Promoter does not

guarantee these gadgets/ machinery items and all such jobs including equipments and services executed, manufactured, supplied by specialist equipment and service providers or manufacturers such as fire-fighting system, electrical, plumbing, electronic gadgets, surveillance, IT equipments, electrical fittings, gadgets, switch and sockets, glass items and equipments thereof, etc. shall be covered under warranty terms of those manufacturers or suppliers and will have to be serviced and/or replaced by them as per their terms and conditions and standard operating procedures. The address and contact details of the manufacturers/service providers shall be supplied on the web site of service provider as well as through instruction manuals by the Promoter at the time of possession. Special warranty/extended warranty may be availed by the Allottee/Shop/Commercial Space owners as per the terms and conditions of the manufacturers/ service providers at their own cost.

12. RIGHT TO ENTER THE SAID SHOP/COMMERCIAL SPACE FOR REPAIRS

The Promoter / Maintenance Agency /Association of Allottees shall have rights of unrestricted access to all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter/ association of allottees and/or maintenance agency to enter into the said Shop/Commercial Space 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.

13. USAGE

of Basement and Service Areas: The basement(s) and service areas, if any, as located within the said Complex, 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 enter or use the service areas and the basements in any manner whatsoever and the same shall be reserved for use by the authorized maintenance personal of the Promoter or nominated maintenance agency for rendering maintenance services.

It is further agreed between the Parties that all basement spaces have not been taken into consideration for the Total Price of the said Shop/Commercial Space and have been retained by the Promoter as its exclusive asset. The

Allottee acknowledges that the Allottee shall not have any right, title or interest in the basements and/or the parking spaces in the basements and the ownership of basements as well as parking spaces in the basement shall vest in the Promoter only. The Allottee acknowledges, agrees and confirms that the Promoter shall be fully entitled to deal with the parking spaces and the basement at its own discretion and the same shall remain the absolute property of the Promoter till it is allotted in any other manner. The Allottee shall not raise any claim against such un-allotted/ reserved parking spaces or other areas in the basement or on the surface of the said Land nor shall the Allottee attempt to use or park his/her vehicles thereon.

14. GENERAL COMPLIANCE WITH RESPECT TO THE SAID SHOP/COMMERCIAL SPACE:

14.1 Subject to Clause 12 (Defect Liability) above, the Allottee shall, after taking possession, be solely responsible to maintain the said Shop/Commercial Space at his/her own cost, in good repair and condition and shall not do or suffer/cause to be done anything in or to the Building, or the said Shop/Commercial Space, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Shop/Commercial Space and keep the said Shop/Commercial Space, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable condition, repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

14.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material, hanging of banners etc. on the face / facade of the Building or anywhere on the exterior of the said Shop/Commercial Space /Complex, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the said Shop/Commercial Space or place any material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the said Shop/Commercial Space.

- 14.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by the Promoter/ Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 14.4 Further, the Allottee agrees that the Allottee shall from time to time sign all applications, papers, documents and all other relevant papers as required to sign, in pursuance to the transactions and do all the acts, deeds and things as the Promoter may require including in particular, the requirement of the Income Tax Act 1961 as well as all other statutory compliances.
- 14.5 The Allottee shall not assign, transfer, lease or part with possession of the said Shop/Commercial Space under sale, without taking 'No Dues Certificate' from the Promoter/RWA as well as the nominated Maintenance Agency.
- 14.6 The Allottee understands and acknowledges that apart from him there are other Allottees who have invested their hard earned money in the said Complex and any defamation of the said Complex by social media, web posting or creating Google groups/e-groups or approaching media directly or indirectly etc. can undermine valuations or reputation of their investment in the said Complex, to the loss of other allottee/Project as a whole. Therefore, Allottee agrees and accepts that he/she will not resort to any such actions and shall give chance to the complaint and dispute resolution mechanism as defined in the Application Form/this Agreement. If the Allottee does any act or deeds which is defamatory or derogatory in nature causing loss of the reputation and values to the said Complex Promoter made with the intention to malign the said Complex and/or the Promoter or any of its employee or director without giving adequate opportunity to address the grievance or concern, as an event of default and the Promoter at its sole discretion shall have full authority for recovery of damages against defamation and to cancel the booking of the Allottee without any prior intimation and refund the payment in terms of clause 8.3(iii) of this Agreement.
- 14.7 That the Allottee shall not use the said Shop/Commercial Space in such manner, so as to cause blockade or hindrance to any walkways, pavements, entrances, common passages, corridors, service ways, vestibules, halls, roads, stairways, elevators, hoists, escalators, fire or escape doors, veranda, terraces or other parts of the Common Area.

No Common Areas of the Building will be used by the Allottee for keeping sale materials, seating chairs, waste/refuse etc., nor the common passages shall be blocked in any manner.

- 14.8 The Promoter has made clear to the Allottee that in order to maintain the safety and security of the said Complex and its occupants, it shall be mandatory for the Allottee to duly intimate the Promoter about any further transfer of the said Shop/Commercial Space by way of sale, lease or otherwise and to ensure prior registration of its servants, drivers or staff with the maintenance office without fail.
- 14.9 That the Allottee confirms that he has understood each and every clause/covenant of this Agreement and its/their legal implications thereon all the queries, ambiguities and answers have been clarified and understood to be in conferment of the written contents and language and has clearly understood his obligations and liabilities and the Promoter's obligations and limitations as set forth in this Agreement. That the Allottee shall keep the Promoter and their agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Promoter may suffer as a result of non reading or misinterpretation or non-clarification of the covenants of this Agreement and consequent or non-observance or non-performance of the covenants and conditions of this Agreement.
- 14.10 It is agreed by and between the parties that construction and development of the said Complex will be in compliance of the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder.
- 14.11 Signage: Allottee(s) has agreed and understood that the Promoter has the absolute and unrestricted right over all signage areas for display board, hoardings, illuminated signboards, neon sign etc. in the atrium, lifts, lift lobbies, corridors, basements, parking spaces, front and rear façade of the Building, and the Promoter may determine and allow the usage by the Allottee of such signage at its own discretion, terms and conditions. The Promoter shall have absolute right to identify, earmark and allot such places for affixing signage on the exterior/interior of the said Building. The Allottee shall be responsible to install and maintain such signage, so allotted by the Promoter, in a well lit, legible and in a proper manner at its/his own cost. The Allottee hereby specifically agrees that the said allotted space for affixing signage etc. shall be increased, decreased or modified in any manner at the sole discretion of the Promoter from time to time. The Promoter may issue such guidelines/directions

including but not limited to colour scheme, style and manner of the signage, proper maintenance and upkeep by the Allottee of such signages from time to time. The Promoter may transfer such responsibility of identifying, earmarking and allotment of such signages to its nominees/assigns or to such agency as may be appointed by it at its sole discretion. Upon such transfer the Promoter shall be released and discharged from all its obligations and responsibilities under this clause in respect of the signages. The Allottee shall not raise any dispute with regard to the appointment of any agency at any point of time for managing signages in such a manner as such agency may deem fit from time to time and Allottee shall extend full cooperation to such an agency for optimum usage of the signage space of the said Building/Complex. The Allottee further undertakes and assures that he would not put any sign-board/name-plate, neon-light, publicity material or advertisement material etc. on the external facade of the said Building or anywhere on the exterior or Common Areas of the said Building and shall be entitled to display its/his name plate only at the proper place provided for the said Shop/Commercial Space and in the manner approved by the Promoter. Further Allottee undertakes that he will not put any sign board/neon light etc. inside the Complex other than the space designated for this purpose.

15. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:**

The Parties are entering into this Agreement for the allotment of the said Shop/Commercial Space with the full knowledge of all laws, rules, regulations, notifications applicable to purchase of immovable property in general and the said Shop/Commercial Space in said Complex in particular.

16. **ADDITIONAL CONSTRUCTIONS:**

Promoter undertakes that it has no right to make additions or to put up additional structure(s) in the said Areas for Sale in the said Complex after the building plan, layout plan, sanction plan and specifications, limited common amenities and facilities for the Building has been approved by the competent authority(ies) and disclosed, except for as provided in the Act, agreed in this Agreement and as per approved revised plans by competent authority.

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes Agreement, he shall not mortgage or create a charge on the said Shop/Commercial Space except its recoverable 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 Shop/Commercial Space. The Allottee further understands and agrees that the Promoter shall have right to raise finance/loan from any institution, company, bank or any other person by any mode or manner, inter alia by way of charge/mortgage of said Complex or any part thereof including the recoverable against the said Shop/Commercial Space, subject only to the condition that a NOC for the said Shop/Commercial Space shall be obtained from the said institution, company or bank either before the execution of the Conveyance Deed or the execution of a tripartite agreement with the respective institution, company or bank financing a home loan for the said Shop/Commercial Space, as the case may be. The Allottee further acknowledges, understands and agrees that any such charge or mortgage made/created by the Promoter shall not constitute an excuse from performing obligation of timely payments of the Total Price of the said Shop/Commercial Space or be the basis of any claim against the Promoter. Such mortgage /charge if not be vacated before execution of conveyance deed shall continue to be liability of the Promoter only.

18. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottee that the said Complex in its entirety is in accordance with the provisions of the Uttar Pradesh Apartment Ownership Act, 2010 and the Promoter is in compliance of various laws/regulations as applicable in the Territory of Varanasi.

19. 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, New 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, application for provisional of the Allottee shall be treated as cancelled and the provisional registration fee deposited by the Allottee in connection therewith towards part payment of the Booking Amount shall stand forfeited in favour of the Promoter.

20. **ENTIRE AGREEMENT:**

this Agreement, along with its Schedules and application form, shall constitute 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 said Shop/Commercial Space, as the case may be.

21. **RIGHT TO AMEND**

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

22. **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 said Shop/Commercial Space and the said Complex shall equally be applicable to and enforceable against and by any subsequent allottees of the said Shop/Commercial Space, in case of a transfer, as the said obligations go along with the said Shop/Commercial Space for all intents and purposes.

23. **WAIVER NOT A LIMITATION TO ENFORCE:**

23.1 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 or giving special discounts etc. 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 Allottee.

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

24. **SEVERABILITY:**

If any provision of this Agreement is determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this 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.

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THIS AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the said Complex as per Schedule-E, the same shall be the proportion which the carpet area of the said Shop/Commercial Space bears to the total carpet area of all the shops/commercial spaces in the said Complex.

26. 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.

27. PLACE OF EXECUTION:

The execution of this Agreement shall be complete 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, in Territory of Varanasi after this Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution this Agreement shall be registered at the office of the Sub-Registrar at Varanasi. Hence this Agreement shall be deemed to have been executed in Territory of Varanasi.

28. 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 or the respective e-mail addresses specified below:

«M_1st_Applicant_Name» (Name of Allottee)

«Email_ID» (e-mail of Allottee)

«Address», (Allottee Address)

And

M/s. Winsome Developers Private limited (Name of Promoter)

info.winsomedevloper@gmail.com (e-mail of Promoter)

Bada LAlpur, Varanasi (Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change subsequent to the execution of this Agreement in the above-mentioned address and/or e-mail by Registered Post and/or e-mail, respectively, 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. It has been further agreed that the Promoter will communicate with the Allottee mainly through emails unless statutory requirement of postal letter(s)/ notice(s) is obligatory.

29. 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 and/or E-mail ID given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

30. SAVINGS

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the said Shop/Commercial Space, or building, as the case may be, prior to the execution and registration of this Agreement for said Shop/Commercial Space, or building, as the case may be, except representations made and information shared in the application, shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or the rules or the regulations made thereunder.

31. GOVERNING LAW:

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

32. DISPUTE RESOLUTION:

All or any disputes arising out of 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 with mutual discussions by holding 3 meetings mutually

recorded, failing which the same shall be settled through the adjudicating officer appointed under the Act.

33. PROMOTER RESERVES THE RIGHT TO TRANSFER DEVELOPMENT RIGHTS:

The Promoter reserves its right to transfer development rights of the said Complex in whole or in parts to any of its subsidiary company, other entity, such as LLP, Partnership Firm, Body Corporate(s) whether incorporated or not, Association or Agency, sole proprietorship etc. by way of JV/ sale/ disposal or any other arrangement, in accordance with the said Development Agreement, as may be decided by the Promoter in its sole discretion without any intimation, written or otherwise to the Allottee and the Allottee agrees that he/she shall not raise any objection in this regard. However, the Promoter shall ensure that the rights of the Allottee in the said Areas for Sale will remain unchanged and the terms of this Agreement will be adhered to.

34. ENVIRONMENTAL OBLIGATION OF ALLOTTEE

The Allottee hereby agrees and undertakes that he/she shall always maintain the ecological harmony inter alia common area, solar lighting, water recycling, waste segregation, CFL lighting, double glazing, harvesting and recharge and to maintain flora C fauna, extensive plantation and aqua life and has fully understood and has willingly committed to share the extra obligations for environment conservation within the said Complex and shall always be cooperative and vote for any or all decisions, which will be requested by the Promoter for long term maintenance of extra establishment for this cause.

**35. AREAS CONSIDERED/ NOT CONSIDERED IN CALCULATION OF COMMON AREA:
PROMOTER RETAINED AREAS/AREAS NOT CONSIDERED IN CALCULATION OF COMMON AREA:**

COMMON AREA: It has been specifically represented and categorically acknowledged, agreed and confirmed by the Allottee that following specified areas and facilities within the said Complex and costs thereof as per Schedule-E have not been taken into consideration and kept aside from the calculations of sale consideration and not factored in/loaded in common area of the said Shop/Commercial Space, shall always be the property and sole ownership of the Promoter as it has specifically been conceived, designed and executed for Promoter's own ownership areas to be used as per its own sole discretion and shall be retained by the Promoter and shall never be construed part of either common areas or common facilities and the Allottee and/or association of allottees welfare association shall not have any right title or interest of any nature whatsoever in the same. The Promoter shall

always be free and entitled to reap the commercial benefits of these areas and facilities and maintain and manage the same as per its discretion. It is further reiterated herein that Promoter has not intended to convey any right or interest in any of such units/areas/facilities and areas and costs thereof have not been undertaken towards calculation of pro-rata common areas and sale consideration nor the same will be subject to any RWA/association of allottees membership, activities and claim:

All Open areas on ground floor, services areas Basement 1, Basement 2 Open areas on Fourth floor and other specified areas and specified services etc. as its own exclusive asset which is not for sale or common sharing in any manner whatsoever as per the approved drawings and as per specifications retained by the Promoter as per Schedule-E. These Promoter retained floors, areas, amenities, basements and parking's shall always remain in exclusive and absolute ownership of the Promoter and shall not be subject to being participated in any RWA or association membership or activities.

Promoter is offering for sale units/commercial space from **Ground floor to fourth floor excluding** Open areas on ground floor, services areas Basement 1, Basement 2 Open areas on Fourth floor **terraces and other specified areas**. The association of allottees will be formed only for the said Areas for Sale, i.e. areas from the Ground floor to fourth floor, with respect to the purpose of association membership or activities. The areas marked as saleable floors and its allied common areas and amenities and facilities are limited to this sale, declaration deed, Varanasi Apartment Ownership Act, RWA and RERA Act and other compliances.

SCHEDULE-A

Arazi no. 331 area 167125.180 Sqft. land i.e. 15532.08 Sqmtr. situated in Mauza Aidhe, Pargana Shivpur, Tehsil Sadar, Distt. Varanasi, bounded as below:-
East-

West-
North –
South-

SCHEDULE - B

Unit No. **Floor in** having carpet area **sq. mtr i.e.** **sq.ft.** with covered one parking area **sq.mtr.**, Situated “**BLISS EMPORIO**“ over Arzai no. 331 Mauza Aidhe, Pargana Shivpur, Tehsil Sadar, District Varanasi bounded as follows:

East:

West:

North:

South:

SCHEDULE –C

Unit No. **Floor in**

SCHEDULE- D

Construct ion link payment Schedule:-

SI No.	Installment Due	Due
1.	On Booking	20%
2.	1 st Inst. at the time of Basement raft Costing	10%
3.	2 nd Inst. at the time of first Basement slab Costing	10%
4.	3 rd Inst. at the time of second Basement slab Costing	10%
5.	4 th Inst. at the time of Ground floor slab Costing	8%
6.	5 th Inst. at the time of First floor slab Costing	8%
7.	6 th Inst. at the time of Second floor slab Costing	8%
8.	7 th Inst. at the time of Third floor slab Costing	8%
9.	8 th Inst. at the time of Fourth floor slab Costing	8%
10.	9 th Inst. at the time of Fifth floor slab Costing & Registry	10%

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Agreement at Varanasi in the presence of attesting witness, signing as such on the day first above written.

WITNESS:

1. Name:

Father Name:

Address:

Mob. No.:

Occupation: Others

Signature:

2. Name:

Father Name:

Address:

Mob. No.:

Occupation: Others

Signature:

Drafted By:

Advocate
Collectorate Varanasi

Typed By:

S.K. Computer

Collectorate Campus, Varanasi.