

AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on thisth Day of February-

By and Between

M/s Aastha Infracity Limited (CIN No.U45204DL2010PLC207663), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its Registered office at Unit No-1, Ground Floor, D-74, Regal Building, Cannaught Place New Delhi-110001 and Head office at 603, Shailja Tower, Kankarbagh Main Road, Patna-800020 (PAN), represented by its authorized signatory / Director Mr (Aadhar No.) S/o, R/oauthorized vide board resolution dated hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership Firm]

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

[If the Allottee is an Individual]

Mr., (Aadhar No.) S/o, Aged about (PAN) & Mrs. (Aadhar No.) W/o, Aged about (PAN) both R/o hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[If the Allottee is a HUF]

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016(16 of 2016)
- (b) "Authority" means Uttar Pradesh Real Estate Regulatory Authority
- (c) "Government" means the Government of Uttar Pradesh.
- (d) "Rules" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- (e) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- (f) "Section" means a section of the Act.

WHEREAS:

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY (GNIDA), a body corporate constituted under Section 3 of the Uttar Pradesh Industrial Development Area Act, 1976 (U.P. Act No. 6 of 1976), hereinafter referred to as "the Authority / Lessor", leased out the piece and parcel of land, Group Housing Plot No. -03, GH-04, admeasuring an area of 414353 Sq. Mtrs., at Sector- 04, Greater Noida in the District- Gautam Budh Nagar (U.P.), hereinafter referred to as "the said Plot", to **M/s AIMS GOLF TOWN DEVELOPERS PRIVATE LIMITED**, a company duly incorporated under the Companies Act, 1956, having its Registered Office at D - 3/10, Paschim Marg, Vasant Vihar, New Delhi-110057, hereinafter referred to as "the Developer/Lessee", for a period of **90 years** commencing from the date of execution of Lease

Deed dated 10.12.2010, registered with the Sub-Registrar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh vide its Book No. I, Volume (Jild) No. 7662 at Page No. 1 to 616, bearing Sl. No. 24525;

And whereas the said plot was demised unto the Developer/Lessee by the Lessor for development of Residential Township with permissible use of the same as Group Housing, Commercial or Institutional Enterprise, Parks, Open Spaces, Playgrounds, Roads and Public Parking etc. on certain terms and conditions as laid down in the said Lease Deed dated 10.12.2010

And whereas under the terms of the said Lease Deed, the Developer/Lessee aforesaid became entitled to develop and construct the proposed Residential Township on the said plot and to transfer the developed Flats/Units in the manner provided therein;

And whereas under the terms of the said Lease Deed, the Developer/Lessee aforesaid is required to develop at least 30% of the leasehold plot earmarked for 'Residential', 'Institutional' and 'Commercial' area, on its own, while it does have an option to sub-lease a maximum of 70% of the land earmarked for 'Residential', 'Institutional' and 'Commercial' area;

And whereas in exercise of its option to sub-lease upto 70% of the land earmarked for 'Residential', 'Institutional' and 'Commercial' area of Group Housing Plot No.-03, GH-04, Sector-04, Greater Noida, District - Gautam Budh Nagar (U.P.), the Developer/Lessee desired to demise unto the Sub-Lessee/Builder, **M/s Aastha Infracity Limited**, the party of the First Part herein, an area of 20000 Sq. Mtrs. of Group Housing Plot No.-03, GH-04 at Sector- 04, Greater Noida in the District - Gautam Budh Nagar (U.P.);

And whereas on account of negotiations between the Developer/Lessee and the Sub-Lessee/Builder and upon representations and declarations made by them, the Developer/Lessor, **M/s AIMS GOLF TOWN DEVELOPERS PRIVATE LIMITED**, executed a Sub-Lease Deed dated 21.03.2013, registered with the Sub-Registrar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh vide its Book No. I, Volume (Jild) No. 12835 at Page No. 183 to 208, bearing Sl. No. 24525, Registration No. 6616, in favour of the Sub-Lessee/Builder, **M/s Aastha Infracity Limited**, thereby demising unto the Sub-Lessee an area of 20000 Sq. Mtrs. of Group Housing Plot No.-03, GH-04 at Sector- 04, Greater Noida in the District - Gautam Budh Nagar (U.P.), more fully described in the **First Schedule** written hereunder, for the balance period of the leasehold right of 90 years calculated from the date of execution of the Lease Deed dated 10.12.2010;

And whereas the said sub-lease of Group Housing Plot No.-03, GH-04 at Sector- 04, Greater Noida in the District - Gautam Budh Nagar (U.P.), has been granted to the Sub-Lessee, the party of the First Part herein, for the purpose of development of a group housing project on the First Schedule plot of land;

And whereas the said Sub-Lessee/Builder took over the physical possession of aforesaid Schedule-I plot from the Developer/ Lessee on 19.04.2013 and proceeded for the construction of the proposed group housing project as envisaged under the terms of the Lease Deed dated 10.12.2010 and Sub-Lease Deed dated 21.03.2013;

And whereas the Company has divided the area of First Schedule land into different plots on the basis of Conceptual Master Plan prepared for the purpose of development of the said land as per permissible usage;

And whereas in pursuant to the said Lease Deed dated 10.12.2010 and Sub-Lease Deed dated 21.03.2013 and in execution of the terms and conditions contained therein, the Company got the Conceptual Master Plan for the proposed group housing project sanctioned by the Planning Department of GNIDA for the purpose of development of the said land as per permissible usage, vide F.A.R. Approval Letter No. PLG/2015/BP-3160/44/FTS-453 Dt. 15-01-2015 & Sanction Plan Letter No. PLG/(BP), BP-3160/GH/FTS-3769 Dt. 02-07-2015.

And whereas in accordance with the said sanctioned plan, the proposed group housing project is under construction on the First Schedule plot and fast approaching its completion by the name of "**AASTHA GREENS**", hereinafter referred to as the 'sale component', following the Rules, Regulations and Bye-Laws laid down in the said regard and in accordance with the sanctioned building plans and necessary permissions from the concerned government authorities;

- A. **And whereas** the Company has offered to sell residential flats of different sizes and dimensions in the Group Housing Complex under the name and style of "**AASTHA GREENS**" (hereinafter called "the Complex"). The Promoter is the absolute and lawful owner of Group Housing Plot No.-03, GH-04 at Sector- 04, Greater Noida in the District - Gautam Budh Nagar (U.P.) land totally admeasuring 20000 Square Meters situated at in Tehsil & District Gautam Budha Nagar ("Said Land") vide Sub Lease Deed dated 21.03.2013 registered in the office of sub-Registrar Gautam Budha Nagar in Book No-1, Volume No.12835 at pages183 to 208 as Documents No.24525, Registration No. 6616 on dated 21.03.2013;
- B. The Said Land is earmarked for the purpose of building a [commercial/residential] project, comprising 2 Basement, Ground+19 Floor multi storied apartment buildings as per the approved building plan and the said project is known as' "**AASTHA GREENS**" ("Project") Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is being constructed.
- D. The Greater Noida Industrial Development Authority (GNIDA) has granted the commencement certificate to develop the Project vide approval dated 02.07.2015 bearing Registration / Letter No. PLG(BP), BP-3160/GH/FTS-3769.
- E. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the apartment, plot or building, as the case may be, from Greater Noida Industrial Development Authority (GNIDA).
The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and any other laws as may be applicable;

- F. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow on 30th July-2017 under Registration No. UPRERAPRJ1050
- G. The Allottee had applied for an apartment in the Project vide Application No. dated and has been allotted Apartment / Unit / Flat No.- having carpet area of Square Meters (..... Square Feet), type onFloor in Tower-..... along with one covered car parking on the ECS basis situated in the basement of the tower, wherein the flat has been allotted, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules,2016" and deed of declaration submitted before the concerned authority (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B.)
- H. The allottee has been allocated Slot/Bay (No. to be allotted later) in the Covered Car Parking area on the Equivalent Car Space (ECS) basis free of cost to be ratified by resident Welfare Association.
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. The allottee (s) has/have been provided necessary documents of title, building plan and he /she/they also obtained independent legal opinion and verified the same.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, Rules, Regulations, Notifications etc., applicable to the Project;
- L. 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. The parties shall not rely upon any oral assurances or promises, which are not incorporated in this Agreement for sale.
- M. In accordance with the terms and conditions set out in this Agreement, which are mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the one covered car parking as specified in Para G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises contained herein, the Parties agree as follows:

1. TERMS:

1.1

- 1.1.1** 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 Apartment as specified in para G.
- 1.1.2** Both the parties confirm that they have read and understood the provisions of the Act including Section-14 thereof as well as other applicable laws to the apartment under sale.

1.2

The Total Price for the Apartment based on the carpet area is Rs.
(Rupees Only) ("Total Price")

Tower No.-	Rate of Apartment/Unit/Flat
Apartment/Unit/Flat No.-	Rs. Per Sq Mtr
Floor No.	Rs. Per Sqr. Ft.
Carpet Area Sq Mtr	
..... Sq Feet)	
Maintainance Charges Rs./-	
Total Price (in Rupees)/-

*Note: The Promoter shall Provide Common Areas, taxes and maintenance breakup of the amounts such as cost of plot, proportionate cost of charges as per Para 11 etc., if/as applicable.

[AND] [if/as applicable] N.A.	
Covered Car Parking (Parking 1)	Price for 1
Covered Car Parking (Parking 2)	Price for 2
Total Price (in Rupees)	NIL

ECS basis (give measurement in basement, stilt etc)

*Note: The Promoter shall Provide breakup of the amounts such as cost of plot, proportionate cost of Common Areas, taxes and maintenance charges as per Para 11 etc., if/as applicable.

Explanation:

- i. The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate:

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee. However, in case of extension of construction period by the Authority, the allottee shall be remain liable for payment to such increased taxes applicable for that period.

- iii. The Total Price does not include any subsequent additional tax levied by government after the date of allotment. Provided that where any additional facility provided by the Promoters which is in addition to the Common Areas & Facilities, the same shall be available on payment of additional consideration and the Promoter shall be at liberty to withhold/withdraw such additional facilities and amenities on default of payment by the Allottee. Certain items from the foregoing shall not apply to Apartments sold on a bare shell / raw flat basis, which terms shall be separately provided by to the Allottee.
- iv. 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 taxes/levies etc. have been imposed or become effective;
- v. The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, car parking on ECS basis, fire detection and firefighting equipment in the Common Areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- vi. The allottee shall be entitled to the proportionate area underneath the foot print of Tower wherever Apartment/Unit/Flat of allottee is situated and also be entitled to rights in the common areas with other allottees.
- vii. Normal violation/tolerance shall be acceptable to the allottee (s) for Workmanship Material including stone, Tiles, Wooden and Metals.

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 fee payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development fee, 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 fee after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if

any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- 1.4 The Allottee(s) 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 for the period which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject 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 and specifications and the nature of fixtures, fittings and amenities described herein at Schedule D and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, 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. subject to additional.
Provided further that allottee shall not object to or complaint regarding natural variations in the natural products such as wood, stone marbles etc. used in construction of his apartment.
- 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 completion certificate/occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within 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. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, 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 meter/square foot as agreed in para 1.2 of this Agreement.
- 1.8 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the as mentioned below;
Explanation:
 - i. The Allottee shall have exclusive ownership of the Apartment;
 - ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas

along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

- iii. That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges (as per Para 11 etc.) and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
- iv. The Allottee has the right to visit the Project site to assess the extent of development of the Project and his apartment, as the case may be with the prior written permission from the developer and shall be bound to adhere to the safety rules /Norms during such visit.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with one covered car parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of Allottees of all phases the other Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). 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 apartment 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 therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs./- (Rupees Only) as booking amount being part payment towards the total price of the apartment 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 apartment , 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 shall be liable to pay interest at the rate 18% or as prescribed in the Rules. The amount of accrued interest shall be first deducted / adjusted against any of payment received from the Allottee.

2. MODE OF PAYMENT

Subject to the terms of the 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 [Schedule C] through A/c Payee Cheque / Demand Draft / Bankers Cheque or Online Payment (as applicable) in favour of **Aastha Infracity Limited Project Aastha Greens** payable at Delhi / New Delhi. In any case, the allottee shall be bound to adhere to the payment schedule agreed upon in terms of their agreement, even if, no demand letter is issued by the Developer.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she 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 regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment / remittances on behalf of any Allottee and such third party shall not have any right in the application / allotment of the said apartment applied for herein in any way

and the Promoter shall be issuing the payment receipts in favour 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 Apartment, if any, in his/her name and the Allottee undertakes not to object or demand from the Promoter to adjust his payments in any other manner.

5. TIME IS ESSENCE

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the U. P. and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on 31.12.2019, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, injunction order by any court, unforeseen reason or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees

that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment:

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project 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 allotment within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 Procedure for taking possession - The Promoter, upon obtaining the Completion Certificate / Occupancy Certificate (as applicable) from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of Completion Certificate / Occupancy Certificate (as applicable):

[Provided that, in the absence of Applicable Law the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Completion Certificate / Occupancy Certificate (as applicable)]. 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 or after 15 Days from the date of offer of possession, agrees to pay the maintenance charges as determined by the Promoter / Association of Allottees, as the case may be after the issuance of the Completion Certificate / Occupancy Certificate (as applicable) for the Project. The Promoter shall hand over the Completion Certificate / Occupancy Certificate (as applicable) of the apartment, as the case may be, to the Allottee at the time of conveyance of the same.

- 7.3 Failure of Allottee to take Possession of Apartment - Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall be liable to pay to the promoter holding charges at the rate of Rs. 2/- per month per sq. ft. of carpet area (in case of apartment) and at the rate of Rs. 1/- per month per SQ. ft. per month of plot area (in case of plot) for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in para 7.2

Provided that in case the allottee fails to take possession of his/her/their allotted apartment within two months from the date of offer of possession, the allottee

shall be liable to pay the holding charges/maintenance charges till taking over of actual physical possession.

- 7.4 **Possession by the Allottee** - After obtaining the Completion Certificate / Occupancy Certificate (as applicable) and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, as per the Applicable Law:

[Provided that, in the absence of any Applicable Law the Promoter shall handover the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the Completion Certificate / Occupancy Certificate (as applicable)].

- 7.5 **Cancellation by Allottee** — The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel / withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (10% of Total Cost of Apartment/Unit/Flat) paid for the allotment. The promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount after deduction of forfeited amount on re-allotment of the apartment / plot or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier. The promoter shall inform the previous allottee the date of re-allotment of the said apartment and also display this information on the official website of UP RERA on the date of re-allotment.

- 7.6 **Compensation** — The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and 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, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (i) 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 Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest on the paid amount at the rate prescribed in the Rules for every month of delay, till the handing over of the

possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due. It is clarified that any interest paid by the allottee on delayed payments shall not attract any interest in terms of this provision.

8. 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 said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii. There are encumbrances upon the said Land or the Project; as the project is financed by Andhra bank, Sector-18, Noida. However, the promoter may secure loan by creating mortgage of any part or whole project, but the apartment allotted to the allottee shall be free from encumbrances at the time of execution of Sub-Lease Deed / Conveyance Deed or handing over the possession. In case found otherwise, the same shall be sole liability of the developer.
- iv. There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment; (to be discussed About Former compensation case),
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment 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 Law in relation to the Project, said Land, Building and Apartment and Common Areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any Agreement for Sale / Lease and / or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which shall, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be;

- x. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- xi. 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 the said project to the competent Authorities till the Completion Certificate / Occupancy Certificate (as applicable) has been issued and possession of apartment, plot or building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project except declared above.

REPRESENTATIONS AND ASSURANCES BY THE ALLOTTEE(S):

- i. The allottee shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and payment schedule and shall pay agreed consideration amount timely as per Payment Plan at the proper place. The allottee shall also pay its share of the applicable registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, prior to getting registration and taking possession.
- ii. The allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid under clause 1.11 of the terms mentioned above.
- iii. The obligations and the liabilities of the promoter under this agreement may be reduced by the allottee when mutually agreed either in writing or orally to between the promoter and such allottee in this regard.
- iv. The allottee shall participate towards the formation of an association or society or cooperative society of the allottees or a federation of the same as the case may be, while such association be framed.
- v. The allottee shall take physical possession of the apartment, plot or building as the case may be, within a period of two months of the Occupancy Certificate issued for the said project, where the allotted apartment is situated
- vi. The allottee shall participate towards registration of this agreement within one month as well as conveyance deed of the apartment within 60 days from the date of offer of possession, failing which the allottee (s) shall be

- liable to pay the holding charges and any other applicable charges to the promoter
- vii. The allottee (s) has/have obtained independent legal opinion and verified the necessary documents of title, building plan, which has been provided by the allottee(s).
 - viii. The allottee has understood and accepts that any demand raised by Government Authorities on the project, such revised sale price, enhanced compensation to farmers in lieu of acquisition of their land or any other kind of demand, the same shall be payable by the allottee on pro-rata basis considering the area of his/her allotted flat.
 - ix. In case the allottee does not pay the balance sale consideration, as per his/her payment schedule, despite two consecutive reminders, in that eventuality, the Promoter company shall have the right to cancel the booking and forfeit the booking amount or it may restore the booking on such terms, as it deems fit.
 - x. That the allottee shall be responsible to obtain No Objection Certificate (NOC) from the Promoter each time before selling his apartment, failing which, the Promoter shall not entertain the subsequent purchaser.
 - xi. In case any subsequent change / transfer / amendment / correction in the Agreement / Title documents of the allotted Apartment at the request of the allottee shall be subject to approval by the Promoter, the Promoter company shall be entitled to a processing fee of Rs...../- (Rs Only) Per Sq. Ft. of the carpet area from the allottee for each amendment.

9. EVENTS OF DEFAULT AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, 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 Apartment to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'Ready to Move in Possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which 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.

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

- i. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- ii. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate 18% per annum for the delayed period unless provided otherwise under the Rules, within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he 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 Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

9.3 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 interest to the promoter on the unpaid amount for the delayed period at the rate of 18% per annum for this delayed period unless provided otherwise under the Rules. The Promoter must not be treated in default, while taking this benefit;
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee without any interest by deducting the booking amount and the interest paid by allottee on delayed payments and this Agreement shall thereupon stand terminated. The Promoter must not be treated in default, while taking this benefit;

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

9.4 The allottee admits that without payment of maintenance charges by all the allottees, the maintenance of the building would not be possible and therefore execution of the Maintenance agreement by all the allottees and payment of maintenance charges shall be the prime responsibility of each allottee. In the event the allottee does not come forward for execution of the Maintenance agreement with the Promoter, the same shall be treated as default/breach of the terms of allotment on the part of the allottee and the promoter may cancel the allotment and refund the entire amount without interest to such defaulting allottee.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the Completion Certificate and the Occupancy Certificate as the case may be, to the Allottee:

[Provided that, in the absence of Applicable Law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of Completion Certificate / Occupancy Certificate (as applicable)]. However, in case the Allottee fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

The Promoter shall be responsible to Provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of Allottees upon the issuance of the Completion Certificate of the project. The cost of such maintenance for 1 (one) year from the date of Completion Certificate has been included in Price of the Apartment.

The Parties agree and acknowledge that the Promoter may elect to hand over the maintenance of the Project or any or all Phases to a maintenance company / agency, or to any other nominee including other body or association (hereinafter referred to as the “**Maintenance Company / Agency**”), as the Promoter in its sole discretion deems fit. Prior to the hand-over of possession of the Apartment to the Allottee(s), the Allottee(s) shall execute a Maintenance Agreement with the Promoter, in the format prescribed by the Promoter. The Promoter shall have the right, at its sole discretion and without requiring any further approval from the Allottee(s) to assign or transfer such Maintenance Agreement to the Maintenance Company/ Agency. The Allottee hereby irrevocably consents to such assignment. In the event that the Allottee(s) have not entered into a Maintenance Agreement with the Promoters, the Allottee (s) hereby agrees to enter into the Maintenance Agreement for the maintenance and upkeep of the said Phase(s) / said Apartment and the Allottee(s) undertakes to pay the maintenance bill as raised by the Promoter or Maintenance Company / Agency (after the offer of possession of the Apartment to the Allottee), including amounts towards requisite IFMS or like deposits and advance maintenance charges. The Allottee(s) further undertakes to abide by the terms and conditions of Maintenance Agreement from time to time.

As and when any Plant and Machinery within the said Phase(s), as the case may be, including but not limited to Lifts, DG sets, Electric Sub-Station, Pumps, Fire Fighting Equipment, Electronic Equipment, any other Plant / Equipment of capital

nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed, in addition to the regular maintenance charges to the Promoter or Maintenance Company / Agency as the case may be, by all the Allottees / Sub-lessee(s) in the said Phase on pro-rata basis proportionate to the carpet area of his/her Apartment to the carpet area of all the apartments in respect of which offer of possession has been given in all Phases. The Allottee undertakes to share costs with other allottees to carry out regular maintenance and repair of the Phases. In case any Plant and Machinery within the Phase has been obtained on a leasehold basis, all rental and other charges associated with such Plant and Machinery shall be paid by the Promoter until the date of offer of possession and thereafter by the Allottee on pro-rata basis proportionate to the carpet area of his/her Apartment to the carpet area of all the apartments in respect of which offer of possession has been given in all Phases.

The Promoter or the Maintenance Company / Agency, as the case may be, shall have the sole authority to decide the necessity of such replacement, up gradation, additions, repair etc. including its timings or cost thereof and the Allottee / Sub-lessee (s) agrees to abide by the same. The Parties agree and acknowledge minimum level of maintenance, as decided by the Promoter, shall not be downgraded or reduced (at any time), by the Allottee or association of allottees without the consent of Promoter.

The Allottee(s) agrees to pay user / maintenance fee on for the club towards recurring expenses of maintenance, consumables or attendants etc., as may be prescribed and demanded by the Promoter / the entity nominated by the Promoter for the management of the club irrespective of whether the Allottee(s) has been availing of any facility of the club. The Allottee(s) agrees to pay such user charges in advance for the first years to the Promoter / their nominated agency, at the time of taking possession of the Apartment. Thereafter such charges shall be payable quarterly against bill to be raised by the Promoter / the entity nominated by the Promoter for the management of the club. The Allottee(s) agrees to abide by the rules and regulations formulated by the Promoter / the entity nominated by the Promoter for the management of the club, for proper management of the club. The club management / operating agency shall be entitled to open the club to screened external non-resident customers in case the financial stability of the club operations demands and the Allottee shall have no objection to the same.

However, if the Association of Allottees is not formed within 1 year of completion certificate the promoter will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed in para 1.2+10% in lieu of price escalation for the purpose of the maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charge to Association of Allottees once it is formed.

12 DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale/lease relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the promoter to given possession to the allottee, whichever is earlier 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. Whereas the parties have agreed that the following defects shall not be construed as defects and shall not be attracting any liability on the part of the Promoters:

- (i) Any defects or deficiency caused due to climatic conditions, or due to any event of Force Majeure;
- (ii) Any ordinary wear and tear and associated degradation or changes occurring with the efflux of time;
- (iii) Any minor variations or irregularities in slopes, lines, levels, angles, edges etc;
- (iv) Any defects or deficiency caused due to municipal or other water supply and/ or electricity supply/ backup power supply;
- (v) Natural variations in colour, shades of the natural products such as wood, stones or any other similar materials used in the apartment;
- (vi) Any defect or deficiency, caused due to any misuse, overuse or use beyond the levels contemplated for similar residential accommodation, including any application to any commercial purposes;
Any defect or deficiency arising after the normal lifespan, for any consumables or other products that by their very nature have a shorter lifespan.

13 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Maintenance Agency /Association of Allottees shall have rights of unrestricted access of all Common Areas, Garages/Covered Parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees, promoter and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14 USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **"AASTHA GREENS"**, 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 Equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees/Promoter/Maintenance agency for rendering maintenance services, until the maintenance is handed over to the association of allottees.

15 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the 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 Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized or compromised in any manner.
- 15.2 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 etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas including covering the balconies or using the balconies for any unlawful purposes. The Allottees 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 Apartment •or place any heavy 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 Apartment.
- 15.3 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 association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project as well as to the allotted apartment.

17 ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest

of the Allottee who has taken or agreed to take such Apartment. However, the promoter may secure loan by creating mortgage of any part or whole project, but the apartment allotted to the allottee shall be free from encumbrances at the time of execution of Sub-Lease Deed/Conveyance Deed or handing over the possession. In case of default, the developer shall be liable to clear the Loan / Encumbrances if any.

19 U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010:

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the U.P (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter showing compliance of various Laws/Regulations, as applicable in Uttar Pradesh. The declaration filed by the Promoter under the provisions of U.P (Promotion of Construction, Ownership and Maintenance) Act, shall be binding on both parties.

20 BINDING EFFECT:

Forwarding this Agreement to the Allottees by the Promoter does not create a binding obligation on the part of the promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payment 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, Greater Noida (specify the address - Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (Thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21 ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other Agreements, Allotment Letter, Correspondences, Arrangements whether written or oral, if any, between the Parties in regard to the said Apartment / Building, as the case may be.

22 RIGHT TO AMEND:

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

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

24 WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 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 [Schedule C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 24.2 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.

25 SEVERABILITY:

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

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

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

27 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.

28 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 Vaishali (Ghaziabad) after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Greater Noida, Distt Gautam Budha Nagar (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Greater Noida, Distt :- Gautam Budha Nagar.

All expenses payable including payment of stamp duty, or registration charges applicable to, or levied on, registration of this agreement / any MOU / the Sale Deed / Sub Lease Deed as the case may be shall be borne by the Allottee and the Allottee only shall be responsible for the liabilities which may arise on account of any such related defaults It shall be the sole responsibility of the Allottee to get various documents registered after payment of applicable stamp duty.

29 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 specified below:

_____ (Name of Allottee)

_____ (Allottee Address)

..... (Promoter Name)

.....

.....

..... (Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

30 JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to be considered as properly served on all the Allottees. Moreover, all the allottees shall be liable to pay the amounts / dues in terms of this agreement jointly and severally qua the Promoter.

31 SAVINGS:

Any Application Letter, Allotment Letter, Agreement, or any other document signed by the Allottee, in respect of the apartment, as the case may be, prior to the execution and registration of this Agreement for Sale / Lease for such apartment, as the case may be, shall not be construed to limit the rights and interests of the Allottee or the Promoter under the Agreement for Sale / Lease or under the Act or the Rules or the Regulations made there under.

32 GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.

33 DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled as the case may be through the Authority or Adjudicating Officer appointed under the Act.

34 ANY OTHER TERMS & CONDITIONS

As per the Contractual understanding between the parties, shall be incorporated in the final agreement at the time or before execution thereof.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

[Please affix photograph of the Allottees on the right and sign across the photograph]

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

1. Signature (Authorised Signatory)_____

Name _____

Address _____

[Please affix photograph of the Promoter on the right and sign across the photograph]

At____ on _____ in the presence of:

Witnesses:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE APARTMENT AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN

SCHEDULE 'D' – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT

SCHEDULE 'E' – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)