

AGREEMENT FOR SALE

1	Nature of Documents	Agreement for Sale
2	Village/Block	Bhowapur
3	Tehsil	Ghaziabad
4	District	Ghaziabad
5	Area	
6	Sale Consideration	
7	Stamp Duty	
8	Stamp Certificate no/date	
9	Stamp GRN	
10	Commercial or Residential	Residential Plot
11	Plot no	
12	Plot Type	
13	Property Address	Ramprastha Avenue, Raj Nagar Extension, Ghaziabad, Village Bhowapur, Tehsil Ghaziabad, Uttar Pradesh

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is made and executed on this ___ day of _____, 20____,
at

By and Between

RHOMES Private Limited CIN: U45209DL2018PTC340305, a company incorporated under the provisions of the Companies Act 2013, having its registered office at 81, First Floor, Poorvi Marg, Vasant Vihar New Delhi 110057 and corporate office at _____ represented by its authorized signatory _____ (Aadhar no. _____) authorized 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) of the First Part;

AND

_____ **Private Limited** CIN: _____, a company incorporated under the provisions of the Companies Act 2013, having its registered office at _____ represented by _____ its authorised signatory _____ (Aadhar no _____) authorized vide board resolution dated _____ hereinafter referred to as the "**Land Owner/Confirming Party**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the Second Part;

AND

1. SOLE OR FIRST APPLICANT

Mr./Ms./M/s _____

S/W/D of _____

Nationality: _____

Date of Birth: _____ Anniversary date: _____

Business/Profession: _____

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin

Income-Tax Permanent Account No. _____ (Photocopy of PAN Card to be attached)

Aadhaar No _____ (Photocopy of Aadhaar Card to be attached)

Mailing Address: _____

Pin Code _____ Mobile No. _____ Email _____

Please Attach
Recent
Photograph

2. SECOND APPLICANT

Mr./Ms./M/s _____

S/W/D of _____

Nationality: _____

Date of Birth: _____ Anniversary date: _____

Business/Profession: _____

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin

Income-Tax Permanent Account No. _____ (Photocopy of PAN Card to be attached)

Aadhaar No _____ (Photocopy of Aadhaar Card to be attached)

Mailing Address: _____

Pin Code _____ Mobile No. _____ Email _____

Please Attach
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Photograph

3. THIRD APPLICANT

Mr./Ms./M/s _____

S/W/D of _____

Nationality: _____

Date of Birth: _____ Anniversary date: _____

Business/Profession: _____

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin

Income-Tax Permanent Account No. _____ (Photocopy of PAN Card to be attached)

Aadhaar No _____ (Photocopy of Aadhaar Card to be attached)

Mailing Address: _____

Pin Code _____ Mobile No. _____ Email _____

Please Attach
Recent
Photograph

4. FOURTH APPLICANT

Mr./Ms./M/s _____

S/W/D of _____

Nationality: _____

Date of Birth: _____ Anniversary date: _____

Business/Profession: _____

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin

Income-Tax Permanent Account No. _____ (Photocopy of PAN Card to be attached)

Aadhaar No _____ (Photocopy of Aadhaar Card to be attached)

Mailing Address: _____

Pin Code _____ Mobile No. _____ Email _____

Please Attach
Recent
Photograph

OR

M/s _____

Registered Office/Corporate Office _____

Authorised Signatory _____

Details of Board Resolution/Power of Attorney _____

PAN No _____

Telephone No _____ Mobile No _____ Fax _____

Email ID _____

(hereinafter jointly/severally, as the case may be, referred to as the **“Allottee (s), Applicant(s)”** which term or expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and be deemed to mean and include in case of (i) individual/ proprietorship firm - the Allottee's heirs, legal representatives, executors, administrators, successors and assignees; (ii) partnership firm/ LLP - all the existing partners of the Firm/ LLP and all future partner/s from time to time and the last surviving partner, his/her/its heirs, legal representatives, administrators, executors, successors and assignees (iv) HUF- each existing member of the HUF and all the future members from time to time and the last co-parcener of the HUF and its heirs, legal representatives, administrators, executors and successors; (iii) company/ society/ trust - its successor(s)-in-interest, trustees, society members and assignee(s); as the case may be of the THIRD PART.

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, in addition to the terms defined elsewhere in this Agreement unless the context otherwise requires the following terms as used in this Agreement, shall have the same meanings as assigned to them hereunder and words and expressions not specifically defined hereunder shall have the meanings as the context in which they are used may ordinarily demand and as may be consistent with the intent and meaning of the provisions wherever used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning:

- (a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) **“Agreement” / “Agreement for Sale”** shall mean this Agreement for Sale which will be executed by the Promoter, Landowners and the Allottee (s) along with its recitals, annexures,

schedules and terms and conditions in respect of the Plot and registered with the concerned Sub-Registrar;

- (c) **“Applicable Laws”** shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any Government notifications, circulars, office orders, directives, guidelines, policies, notifications etc. or any Government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter;
- (d) **“Application”** shall mean the application for the provisional allotment of the Plot in the said Project as made by the Allottee;
- (e) **“Allottee / Allottee(s)”** shall mean the Allottee of the Plot whose particulars are set out in this Agreement and who has appended his/her signature(s) on each page hereof, towards acknowledgement of having agreed to the terms and conditions of this Agreement;
- (f) **“Association of Allottees”** shall mean the association of the allottees in the Project which may be formed by the Promoter under the Applicable Laws;
- (g) **“Authority”** means Uttar Pradesh Real Estate Regulatory Authority;
- (h) **“Common Areas”** shall have same meaning as ascribed to it in clause (d) of Rule 2 (1) of Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended. For the purposes of this Agreement, the Common Areas of the Project shall exclude the common areas within the Plot;
- (i) **“Competent Authority”/ “Government Authority”/ “Statutory Authority”** shall mean Ghaziabad Development Authority and/or refer to any Central or State judicial, quasi-judicial or government authority, body, department, agency, commission, board, tribunal or other law, rule or regulation making entity having and/ or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Scheduled Land and/or the Project and/or the Plot and the expression “Government Authorities”/ “Competent Authorities”/ “Statutory Authorities” shall be construed accordingly;
- (j) **“Conveyance Deed”** shall mean the deed of conveyance by which the title to the Plot shall be lawfully conveyed and vested in favour of the Allottee in accordance with this Agreement, the Act, Rules and Applicable Laws;
- (k) **“Delayed Payment Charges”** shall mean interest equivalent to State Bank of India’s highest marginal cost of lending rate plus 2% or any other rate of interest as may be prescribed under Rules;
- (l) **“Earnest Money”** shall mean 10 % of the Total Price to be paid by the Allottee as per the Payment Plan;

- (m) **“EDC”/ “External Development Charges”** means the external development charges including interest thereon levied or leviable on the Plot/ Said Project (whatever name called or in whatever form) by the Government of Uttar Pradesh or any other competent authority and with all such conditions imposed (now or in future) to be paid by the Applicant and also includes any further interest payable thereon and any increase in such charges.
- (n) **“Force Majeure Event”** shall include any event beyond the reasonable control of the Promoter which prevents, impairs or adversely affects the Promoter’s ability to perform its obligation under the Application inter-alia including war or war-like situations, labour unrest or strikes, flood, drought, fire, cyclone, epidemics, pandemic, natural disaster, earthquake or any other natural calamities and delay on account of non-availability of steel and/or cement and/or other building materials, water supply or electric power or slow down strike or lock down or due to a dispute with the construction agency employed by the Promoter or due to any Court orders or, notice, order, rule, policy/ guidelines, decisions or notification of the Central or State Government and/or any other public or competent authority/tribunals/judicial/quasi-judicial bodies or due to any change in applicable law, applicable policy/guidelines or any delay on account of receipt of approvals, or for any other reason beyond the control of the Promoter and any other such event or circumstance similar or analogous to the foregoing.
- (o) **“IFMS”** means the interest free maintenance security deposit to be paid by the Applicant as and when demanded by the Promoter /Maintenance Agency as security for payment of periodical Maintenance Charges and to be utilized by the Promoter / Maintenance Agency/RWA/ Association of Allottees, as the case may be, for payment of arrears of Maintenance Charges/Common Area Maintenance Charges, etc.
- (p) **“Maintenance Agency”** means the agency appointed/nominated by the Promoter, to whom the Promoter may handover, the maintenance and upkeep of the Project/Residential Plotted Colony and who shall be responsible for providing the maintenance services within the Project/Residential Plotted Colony.
- (q) **“Maintenance Charges”** mean the charges payable periodically by the Applicant(s) for the maintenance and upkeep of the common areas and facilities in respect of the Project/Residential Plotted Colony more particularly detailed in Buyers Agreement/Agreement for Sale.
- (r) **“Maintenance Agreement”** shall mean the maintenance agreement to be executed by the Applicant with Maintenance Agency and/or registered RWA / Association of Allottees upon offer of possession of the Plot by the Promoter to the Applicant, in the format prescribed by the Maintenance Agency, which shall be applicable to and binding for all the plot owners/ and occupants of the Project as the case may be. The Maintenance Agreement shall be executed for the purposes of upkeep and regular maintenance of the common areas of Project but shall not include the areas within the Plot.
- (s) **“Operational Charges/Other Charges”** shall mean and include electric connection charges, electrification/ switching station charges, electricity meter charges, sewer connection charges, any other infrastructure related charges, etc. to be paid before taking over the handover of the Plot. Any change or increase of any such charges shall be paid by the Applicant in proportion to the area of the Plot.

- (t) **“Payment Plan”** means the price list and schedule of payments as set out in Schedule C to this Application providing details of and price of the said Plot.
- (u) **“Plot”** means the specific residential Plot applied for by the Applicant(s), details of which have been set out in this Application as specified in Schedule A.
- (v) **“Project”** shall mean part of the area of the Residential Plotted Colony, being developed under the name and style of Ramprastha Avenue and registered under the Real Estate Act and the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended vide Registration No. _____ dated _____.
- (w) **“Real Estate Act”** shall mean Real Estate (Regulation and Development) Act 2016 read with Uttar Pradesh Real Estate (Regulation and Development) Rules 2016 and or any amendment thereof.
- (x) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016
- (y) **“Restricted Areas”** means part of area in the Colony, meant for the exclusive use, enjoyment and access of certain Plot owner(s) in the entire Residential Plotted Colony to the exclusion of other plot owners, as opted for by the Applicant(s).
- (z) **“Residential Plotted Colony”** means the colony being developed by the Promoter under the name and style of Ramprastha Avenue and where the said Plot and other components of the Project are located. The site plan is mentioned in Schedule B.
- (aa) **“Rules”** means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended;
- (bb) **“Section”** means a section of the Act.
- (cc) **“State”** means state of Uttar Pradesh
- (dd) **“State Infrastructure Development Charges (SIDC)”/ “IDC”** shall mean the infrastructure development charges, including any interest thereon imposed by the Government of Uttar Pradesh on the Project/ Project Land, now or in future, by whatever name called, to be paid by the Allottee and also includes any interest thereon and any further increase in such charges;
- (ee) **“Third Party”** or **“Third Parties”** shall mean any person other than a Party;
- (ff) **“Total Price”** shall mean the consideration for the Plot but does not include other amounts, charges, Interest Free Maintenance Security (IFMS), security amount, stamp duty etc. which are payable as and when demanded by the Promoter in accordance with the terms of this Agreement.
- (gg) **“Taxes and Cesses”** shall mean any and all taxes by way of Goods and Services Tax (GST), or any other taxes, cesses, charges, levies by whatever name called, payable at the rates prevailing at the time of respective payments, in connection with the development of the Project, now or in future including GST applicable on sale of the Plot.

INTERPRETATION:

Unless the context otherwise requires, in this Agreement:

- (a) Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.
- (b) The Recitals, Annexures and Schedules to this Agreement are an integral part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement.
- (c) The table of contents and headings and sub-headings in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.
- (d) Unless the context of this Agreement otherwise requires:
 - (i) words using the singular or plural number also include the plural or singular number, respectively;
 - (ii) words of any gender are deemed to include the other gender;
 - (iii) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Sections of this Agreement, as the case may be;
 - (iv) reference to the words "include", "including" and "in particular" shall be construed without limitation;
 - (v) the words "directly" or "indirectly" mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and, "direct" or "indirect" shall have the correlative meanings;
 - (vi) the term "Clause" refers to the specified Clause of this Agreement;
 - (vii) reference to any legislation or Applicable Law or to any provision thereof shall include references to any such Applicable Law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
 - (viii) unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
 - (ix) the words "other", "or otherwise" and "whatsoever" shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
 - (x) references in this Agreement to any law or statute includes a reference to that law or statute as amended, replaced, supplemented or re-enacted, both before and at any time after the execution of this Agreement;
 - (xi) an obligation for a Party to "procure" or "cause" or "ensure" or "endeavour" that something shall be done shall be construed as an obligation on the part of each such Party to take all steps within its control to do or cause that thing to be done, including by exercising all rights and powers vested in or available to it, and all correlative terms shall be construed as above;
 - (xii) subject to the terms, conditions and limitations herein provided, the Parties agree to use their respective good faith endeavors to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under all Applicable Laws to carry out and make effective the provisions of this Agreement;
 - (xiii) unless otherwise stated, all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement;
 - (xiv) reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement, or such other agreement, deed or other instrument or document as the same may, from time to time, be amended, varied, supplemented or novated.

WHEREAS

- A. The Land Owners are the absolute and lawful owner of land measuring 7.61 acres or 30824 square meters situated at situated at Raj Nagar Extension, Ghaziabad, Village Bhowapur, Tehsil Ghaziabad, Uttar Pradesh ("**Schedule Land**").
- B. The Land Owner(s) and Promoter have entered into a consortium agreement (hereinafter referred to as "**Consortium Agreement**") on the terms and conditions contained therein and as amended from time to time for the development of the Schedule Land. The Consortium Agreement is registered as document no 2819, Book no 4, Volume no 1065 at page no 141 to 176 dated 4th August 2021.
- C. Pursuant to the said Consortium Agreements, between the Promoter and the Land Owners, the Layout was approved vide _____ for 6.50 acres by the Ghaziabad Development Authority Uttar Pradesh for setting up a Residential Plotted Colony on the Scheduled Land ("**Project Land**").
- D. The Project Land is earmarked for the purpose of plotted development of residential project, comprising 123 (One Hundred Twenty-Three) plots of different sizes (excluding club house and commercial complex/plot), under the name of "**Ramprastha Avenue**" ("**Project**").;
- E. The extent of Project Land may be modified by way of adding adjoining lands into the Project Land / deletion of land parcels forming part of Project Land in future for increasing the capacity of total Project and /or granting passage/ entry/ exit in the Project as may be acquired/ required/ desired pursuant/ consequent to any directions/ approvals by the Ghaziabad Development Authority or any other Government Authority.
- F. The Promoter is vested with complete authority and all appropriate and requisite rights and powers by the Landowners for undertaking and carrying out the exclusive development over Project Land under Consortium Agreement. The Promoter is authorized to undertake the marketing, sale and administration of the plots in the Project to be developed on the Project Land including the conveyance of the said Plot and accordingly the Promoter is entitled to invite applications and make allotment in its name;
- G. That the Ghaziabad Development Authority has granted the commencement certificate to develop the Project vide approval dated _____ bearing registration no _____;
- H. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project from Ghaziabad Development Authority.
- I. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at _____ on dated _____ under registration no _____;
- J. The Allottee had applied for a Plot in the Project vide application No. _____ dated _____ and has been allotted Plot No. _____ having area of _____ square meters (_____ square feet);

- K. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;
- L. The Parties agree and understand that the scope of this Agreement is limited to the conditions for allotment/ sale of the Plot in the said Project being developed as per currently approved layout plan and for the consideration agreed herein only. All the amounts as set out herein and payable by the Allottee in accordance with the annexed Payment Plan are solely in lieu of the consideration for the transfer/ sale/ conveyance of the Plot and besides this, no amounts are being charged as a fee for any kind of service whatsoever as may be implied or alleged to be due hereunder or may be deemed to be rendered by the Promoter to the Allottee hereunder. The Promoter has not agreed to give any service to the Allottee and none shall be demanded or claimed by the Allottee at any point of time during or after the term of this Agreement and/or under the provisions of this Agreement;
- M. The Allottee(s) acknowledges and accepts that the terms and conditions of this Agreement have been carefully read over and explained to the Allottee(s) with its full legal import and effect and the Allottee(s) has obtained independent advice on all the aspects and features before deciding to proceed further. Accordingly, the Allottee(s) confirms executing this Agreement with full knowledge and understanding of its terms and conditions, including their legal implications, and is in unconditional and unqualified concurrence and agreement with the rights, duties, responsibilities, obligations of the Parties under this Agreement. The execution of this Agreement is an independent, informed and unequivocal decision of the Allottee(s);
- N. 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(s) hereby agrees to purchase the Plot which is solely residential in nature and the construction thereupon shall be undertaken, carried out and completed by the Allottee (s) as per the permissible norms and the Applicable Law after obtaining the requisite sanctions, permissions, approvals, registrations etc. from the concerned authorities.
- O. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;
- P. The Parties, relying on the confirmations, representations and assurances of each other, do 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;
- Q. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Plot.

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. 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 Plot for residential use. The Parties agrees and confirms that they have read and understood the provisions of section 14 of the Act.
- 1.2 The Total Price of Plot is _____ (Rupees _____ only) (**"Total Price"**)

Description of break up

Plot No. _____ Block No. _____ Area of the Plot (in square meter) i _____)	Rate of plot per square meter Maintenance charges for 1 st year
Total price (in rupees)	_____

In addition to the Total Price, the Allottee (s) shall be liable to pay additional charges towards IFMS and other payments for any infrastructural facility and/or any other amenities which cannot be ascertained presently described in '**Schedule C**' ("**Other Charges**"). The Allottee shall make the payment as per the payment plan ("**Payment Plan**") set out in '**Schedule C**'

- 1.2.1 The Total Price as mentioned above includes the Earnest Money paid by the Allottee to the Promoter towards the Plot;
- 1.2.2 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 development of the Project, paid/payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Plot to the Allottee(s) 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;
- 1.2.3 The Promoter shall periodically intimate in writing to the Allottee, the amount payable in accordance with the Payment Plan and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein.

- 1.2.4 The Total Price of Plot includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Plot, water line firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot and the Project.
- 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, which the Allottee shall be liable to pay proportionately along with other allottees in the Project, as applicable. The Allottee also agrees that in case of any decrease attributable to cost / charges / fees / levies etc. (including with retrospective effect, if any) as may be notified by the Competent Authorities, the same shall be adjusted proportionately in favour of the Allottee, and such adjustment shall be made from the next instalment due from the Allottee following the intimation of such decrease by the Promoter/ Competent Authority, as the case may be. 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 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans and specifications and the nature of fixtures, fittings and amenities in respect of the Plot without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities. 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 and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.
- 1.6 The Allottee has been informed and made to understand that in case any specifications qua the Project or part thereof are required to be varied/ altered/ modified in the best interest of the Allottee(s) and/ or the Project, the Promoter shall be entitled to carry out such modifications, alteration, variations as per the Applicable Law and/ or prudent industry practice and which are reasonable and justifiable and the Allottee(s) agrees not agitate upon the same either individually or collectively with others. The above shall in no manner be interpreted to prejudice the rights and interests of the Allottee(s).

- 1.7 The Promoter shall confirm the area of the Plot as per approved demarcation-cum zoning plan that has been allotted to the Allottee(s) after the development of the Project alongwith essential services being complete. The Promoter shall inform the Allottee about any details of the changes, if any, in the area. The Total Price payable for the area shall be recalculated upon confirmation by the Promoter. If there is reduction in the area then the Promoter shall refund the excess money paid by Allottee within 45 (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 area, which is not more than 5 % (five percent) of the area of the Plot, allotted to the 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 as agreed in para 1.2 of this Agreement. No other claim, monetary or otherwise, shall lie against the Promoter.
- 1.8 Subject to para 9.3 and upon the execution of Conveyance Deed, the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Plot for residential use;
 - (ii) The Allottee shall also have right in Common Areas as defined under clause (d) of Rule 2 of Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended. 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/competent authorities after duly obtaining the occupation certificate/part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided in the Act;
 - (iii) The Allottee has the right to visit the project site to assess the extent of development of the Project and the Plot, subject to but will following the safety guidelines of the Promoter including the proper documentation, if any, for such visit. For any such site visit, the Allottee shall have to give an advance written request for the same and the Promoter shall arrange the site visit of the Allottee accordingly. The Promoter and persons claiming under/ through the Promoter shall not be held responsible/ accountable for any loss or damage which may be suffered by the Allottee on account of any accident/ mis-happening that may occur/ happen to the Allottee and/or any other person accompanying the Allottee and/or to the property of the Allottee and/or of such other person, at the time of such inspection.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Plot 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 the Allottees of the Project.
- 1.10 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Plot to the Allottees, which it has collected from the Allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local

taxes/charges/levies etc., 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 outstanding(s) collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) 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. _____ (Rupees _____ only) as booking amount/Earnest Money being part payment towards the Total Price of the Plot 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 Plot 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, the Allottee shall be liable to pay interest at the rate prescribed in the Rules.

- 1.12 The Allottee has been informed that the Total Price as mentioned in this Agreement is inclusive of cost of carrying out of internal development works comprising of construction of internal roads and footpaths, drains, fixing poles and making provision for street lighting, laying of pipes and water supply, sewerage line and providing road side horticulture, development of parks etc. but does not include the estimated monthly maintenance charges, common area electricity charges, registration charges, stamp duty, documentation charges/ legal charges including statutory deposits as per actual plus administrative charges etc.
- 1.13 In case the Promoter enriches/ enhances the specifications of the Plot on the express instructions and advise of the Allottee as accepted by the Promoter and/or provides additional amenities and facilities over the norms specified by the Competent Authority in this regard, then the Promoter shall be entitled to raise the demand of such additional sums for such additional service(s)/ specification(s) to the Allottee as additional costs and charges and the Allottee agrees to pay the same to the Promoter, without any delay, demur and protest.
- 1.14 The Allottee hereby confirms and agrees that the Promoter shall be liable and responsible only for and in relation to the written communication through the authorized personnel of the Promoter and the Promoter, its officials and authorised representatives shall in no manner be liable and bound by any communication in any form exchanged between the Allottee and any real estate agent and/or any third parties and/or Person and/or any agreement or understanding arrived at with the aforesaid persons.
- 1.15 The Promoter shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, storm water lines, electrical lines, low voltage lines etc. as per the overall planning in line with the sanctions and approvals so received and as detailed hereinabove. However, it is understood that external linkages for

these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the Competent Authorities. The Promoter is dependent on the Competent Authorities for providing such external linkage and the Promoter shall not be responsible for such unfinished works, save and except towards payment of EDC/ IDC/, as the case may be, as applicable or similar charges to the extent set out herein.

- 1.16 In the event the Competent Authorities are not able to provide such external facilities by the time the Plot is handed over to the Allottee, then the Allottee agrees and understands that such services and facilities shall have to be availed through Third Party agencies/ vendors as interim measure (such as, electricity/ power supply through DG sets and water tanker facilities) for which charges shall be payable by all the Allottees, as determined by the Promoter/ Association of Allottees/RWA. In case these external linkage facilities have to be provided by the Promoter, wherein these are not provided by the Competent Authority, wherein the trunk facility is not in close proximity with the Project or the Promoter is instructed by the Competent Authorities to provide the same, then the Allottee shall have to bear and pay these charges in proportionate basis to the Promoter, as the Promoter is not in a position to assess these charges at this point of time.
- 1.17 The Promoter shall be entitled to, at its sole discretion, add / integrate any additional contiguous land, which may be acquired / developed, to this Project and/or may extend this Project to the extent of additional contiguous land or plan a new project in integration of this Project on the additional contiguous land or launch new phases of this Project on additional or adjacent / adjoining land. In such a case, the Promoter will be entitled to get the layout plan of this Project along with the layout plan of the additional contiguous land or additional/adjacent/ adjoining land revised and get the additional contiguous land layout approved from the Ghaziabad Development Authority or any other Competent Authority in addition to the existing approvals for this Project as per Applicable Laws. The Allottee of the extended project or new project on additional contiguous land project, as the case may be, shall be entitled to similar rights to use the facilities, amenities and utilities of this Project as may be available to the Allottee of this Project. Similarly, the Allottee of this Project shall have similar rights to use the facilities, amenities and utilities as may be made available to the Allottee of the new / integrated project on the additional contiguous land.
- 1.18 The Allottee shall be deemed to have consented to the revision/addition / extension of this Project or integration of a new project on additional contiguous land with the existing Project for which the Promoter may obtain revised layout plan for integration of the additional contiguous land with the existing Project. The Allottee agrees and undertakes that the Allottee shall not raise any objection in this regard and shall provide any specific consent in writing, as may be required under the provision of the Real Estate Act, to the Promoter.
- 1.19 The Allottee has been informed that there may be a Restricted Areas in the Project which shall be meant for the exclusive use, enjoyment and access of certain Plot owner(s) in the entire Residential Plotted Colony to the exclusion of other plot owners, as opted for by the Applicant(s) and that the Allottee agrees and accepts the same by signing this Agreement that the Allottee shall not raise any objection in respect thereto at any point of time.

2. MODE OF PAYMENT

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the development 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 **“RHOMES PRIVATE LIMITED”** payable at _____. The Promoter reserves the right to amend or change the account details and payment advises/ instructions and provide new or modified bank account details to Allottees subject to the provisions of the Real Estate Act and Rules. The date of clearing of the instrument/ receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be borne by the Allottee and credit shall be granted from the date of actual receipt of funds.
- 2.2 The Allottee agrees and understands that if the Allottee delays in making payment towards the amount which is payable as per the Payment Plan, then the Allottee shall be liable to pay the Delay Payment Charges to the Promoter.
- 2.3 The Allottee is under legal obligation as per provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June, 2013) to deduct tax at source (TDS) from each instalment/ payment. The Allottee shall be required to submit TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of remittance of payment to the Promoter so that the appropriate credit may be allowed to the account of the Allottee.
- 2.4 All payments shall be subject to realization and the date of credit into the Promoter's bank account shall be deemed to be the date of payment. It shall be the obligation of the Allottee to ensure that each payment is made in such time that the amount due is credited into the said bank account on or before its due date. The Allottee also understands and agrees to be liable and responsible for all payments including any payments by any Third Party (on his behalf) made to the Promoter in respect of the Plot. The Allottee shall notify the Promoter in case of any payment that have been made via RTGS/NEFT/IMPS or any other mode of online payment so as to enable the Promoter to account such payment to the Allottees account. Any failure on the part of the Allottee to notify the Promoter shall not absolve the Allottee from making the payments on the due dates.
- 2.5 The payment options opted by the Allottee in this Agreement is final and no changes are normally allowed in the same. In the event the Allottee desires any changes, the Allottee shall make a request in writing which the Promoter shall consider without any obligation for providing the same. However, if the Promoter decides to make any changes as per the request, the Allottee shall be liable to make payments for the same as decided by the Promoter.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of

remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on part of the Allottee to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in 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 all necessary formalities as specified and 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 Plot in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.
- 3.3 The Allottee has / have represented and warranted to the Promoter and/or the Landowners that the Allottee has legal and valid power and authority to enter into and perform this Agreement and there is no legal restraint / impediment in this regard and further the Allottee and / or its spouse/ parents/ children have never been accused and/or prosecuted and/or convicted by any Competent Authority, of any offence relating to money laundering and/or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Exchange Regulation Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof or faced action on account of any default with respect to any property allotted in any other project of the Promoter or any of the associates/ affiliates of the Promoter or has instituted any suit or complaint or criminal or other actions/ proceedings whatsoever against the Promoter, any of its affiliates or associates. The Allottee hereby understands and represents that any failure by it to furnish true and correct information or transparently disclose the true and correct facts with respect to this warranty shall amount to the breach of this Agreement and the Allottee shall be liable to all the consequential action thereunder.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

- 4.1 The Allottee authorizes the Promoter to adjust/appropriate all payments made by the Allottee here under any head(s) of dues against lawful outstanding of the Allottee against the Plot, if any, in the name of the Allottee and the Allottee undertakes not to object/demand/direct the Promoter to adjust the payments in any manner.
- 4.2 The Allottee agrees that the Promoter shall adjust amounts received from the Allottee first towards statutory levies and then towards interest on overdue installments and thereafter

towards overdue installments or any other outstanding demand and finally, the balance, if any, would be adjusted towards the current installment or current dues.

5. TIME IS ESSENCE:

- 5.1 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 Plot to the Allottee(s) and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be, subject to Force Majeure and subject to the Allottee complying with all its obligations.
- 5.2 Similarly, the Allottee shall make timely payments of the installment and other dues payable by the Allottee and meeting the other obligations under the Agreement more specifically to pay the Total Price along with other payments such as applicable stamp duty, registration fee and other charges/Operational Charges stipulated under this Agreement to be paid on or before due date or as and when demanded by the Promoter as the case may be. In the event, the Allottee fails to make the payments on time despite notices/reminders being sent to the Allottee, the Promoter shall have the right to cancel the allotment and forfeit the Earnest Money along with Delay Payment Charges, if any and brokerage. However, the Promoter may, in its sole discretion, waive its right to terminate the allotment/ Agreement for Sale and enforce all the payments and seek specific performance of the Agreement for Sale.

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT/PLOT

- 6.1 The Allottee has seen the proposed layout plan /demarcation-cum-zoning/site plan/, specifications, amenities and facilities etc depicted in the advertisement/ brochure/agreement/website (as the case may be) regarding the Project where the said Plot is located and has accepted the site plan, payment plan and the specifications, amenities, facilities, etc. annexed along with this Agreement which has been approved by the Competent Authority.
- 6.2 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 and density norms and provisions prescribed by the State of Uttar Pradesh 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 Rules or as per approvals/instructions/guidelines of the Competent Authorities.
- 6.3 The Allottee shall undertake the construction on the Plot as per the terms of and within the agreed timelines as provided in this Agreement and as otherwise permissible under the Applicable Laws. The Allottee undertakes to strictly abide by the plans as approved by the Competent Authority(ies) for the Project in general and for the said Plot in particular and the Allottee shall also strictly abide by the Applicable Laws to make any variation/ alteration/ modification in such plans, other than as permissible and shall be fully responsible and liable for the same and shall keep the Promoter fully indemnified and harmless in this regard.

- 6.4 The Allottee agrees, undertakes and confirms to maintain homogeneity of the Project, in terms of standard specifications of the built-up area in the Project. The Plot allotted to the Allottee can be used only for residential purposes and the Allottee hereby undertakes to use and develop the Plot for this purpose only and not for any other purpose whatsoever.
- 6.5 The Allottee further agrees and understands that the Allottee shall be responsible for construction on the Plot allotted and for obtaining all the necessary permissions, sanctions and permits for the same on the Plot at the Allottee's sole costs and expenses. For this purpose, the Allottee undertakes to abide by all rules, bye-laws, notifications, circulars of the local authorities, Competent Authorities and shall conform, abide by and adhere to the same at all times.
- 6.6 The Allottee undertakes and agrees that the construction and development on the Plot shall be carried out strictly in accordance with the plans/ design / nomenclature prepared by the Promoter in accordance with the Government Approved service plan estimate and further undertakes and agrees that the facade (including the elevation style, themes, material finishes, frame, fenestrations and boundary walls etc.) of the building constructed by Allottee on the Plot shall be in accordance with the guidelines if any, provided by the Promoter to the Allottee in this regard, which shall be scrupulously followed by the Allottee. The Allottee agrees to undertake construction and development of the Plot within the time period as may be advised by the Promoter at the time of offer of possession, all in accordance with the Applicable Laws and after obtaining the requisite permissions, sanctions, approvals etc. from the Competent Authorities.

7. POSSESSION OF THE PLOT:

7.1 Schedule for possession of the said Plot-

- 7.1.1 The Promoter agrees and understands that timely delivery of possession of the Plot to the Allottee(s) 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 Plot along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place, unless there is delay due to reasons not limited to (i) Force Majeure as pre applicable law or as understood in common parlance; (ii) court orders; (iii) Government Policy/ guidelines; (iv) policy/ guidelines of Competent Authorities; (v) decisions affecting the regular development of the Project; (vi) the promulgation of or an amendment in any law, rule or regulation, or the issue of any injunction, or direction from any Governmental Authority(ies) / Competent Authority(ies) that restricts or prevents the Promoter from complying with any or all the terms and conditions as agreed in this Agreement; (vii) any legislation, order or rule or regulation made or issued by the Governmental Authority(ies) / Competent Authority(ies) or any other authority; (viii) if any Governmental Authority(ies) / Competent Authority(ies) refuses, delays, withholds, denies the grant of any necessary or requisite approval for the said Project or any part thereof or any plots therein, or other facilities and amenities and provisions therein; (ix) if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority(ies) / Competent Authority(ies) becomes subject matter of any suit / writ / legal proceedings

before any competent court of law; (x) any restraint or other embargo on the construction / development or restrictions on the timings of construction / development by any court of law or other Competent Authority / Governmental Authority whether it be partial / complete; (xi) by any other event/ reason of delay recognized or allowed in this regard by any Governmental Authority(ies) / Competent Authority(ies) or other authority or under the Applicable Laws, on or before the expiry of the validity of the UPRERA Registration Certificate or any other date as maybe duly extended under the provisions of the Real Estate Act or the Rules or as otherwise permissible under the Applicable Laws, subject to however to the limitations and the timely performance of its obligations by the Allottee under the terms and conditions of this Agreement. If, the completion of the Project is delayed due to any of the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for the offer of delivery of possession of the Plot. The Allottee shall not be entitled to any compensation for the period of such delay.

- 7.1.2 Provided that such Force Majeure and/ or other aforesaid 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 above 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 (one twenty) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that the Allottee 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. In the event, if the Project is developed in phases, it will be the duty of the Promoter to maintain those Common Areas and facilities which are not complete and handover all the Common Areas and facilities to the Maintenance Agency/Association of Allottee(s)/RWA once all phases are completed. The Promoter shall not charge more than the normal maintenance charges from the Allottee(s).
- 7.1.3 It is further agreed between the Parties that the Allottee shall not raise any objection or refuse to take possession of the Plot on any pretext whatsoever, if the possession of the same is being offered duly completed with all specifications and amenities, any time prior to the aforementioned period.

7.2 Procedure for taking possession of Plot

- 7.2.1 The Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the Competent Authority shall offer in writing the possession of the Plot, 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);

- 7.2.2 The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment 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 the issuance of the completion certificate/occupancy certificate (as applicable) for the Project. The Promoter shall on demand hand over the copy of the completion certificate/occupancy certificate (as applicable) of the Project/Plot, as the case may be, to the Allottee at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the Maintenance Charges and holding charges or any other charges as may be determined by the Promoter/Association of Allottees/Competent Authority, as the case may be.
- 7.2.3 The Promoter, shall handover the possession of the Plot, to the Allottee subject however to fulfillment by the Allottee of following conditions;
- (i) The Allottee shall have paid the Total Price and Delayed Payment Charges, if any;
 - (ii) The Allottee shall have paid all Taxes and Cesses, costs, charges, stamp duty required towards execution of the Conveyance Deed and this Agreement and all other costs and charges required to be paid by the Allottee in accordance with the terms of this Agreement and there shall be no amounts outstanding in respect thereof;
 - (iii) The Allottee shall not be in breach of the terms hereof.
- 7.2.4 After the receipt of all installments and other dues, if any, "No Dues Certificate" will be issued by the Promoter to the Allottee. After the issuance of No Dues certificate, the Allottee shall be required to get the Conveyance Deed executed.

7.3 Failure of Allottee to take Possession of Plot

- 7.3.1 Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Plot 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 Plot to the Allottee.
- 7.3.2 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. 1/- per month per sq. ft. of plot area for the period beyond 3 (three) months till actual date of possession in addition to Maintenance Charges or any other charges as may be prescribed in this Agreement and/or Real Estate Act and Rules.
- 7.3.3 In the event of non-payment of such holding charges or Maintenance Charges and/or due to unreasonable delay in taking over the possession in spite of the reminders sent by the Promoter and such delay exceeds more than 3 (three) months from the date of expiry of the stipulated time period for taking possession of the Plot, the Promoter shall be at liberty to cancel this Agreement as well as allotment of the Plot and forfeit the

Earnest Money and also recover/adjust the Delayed Payment Charges and brokerage and any rebates availed earlier/margin/incentive paid by the Promoter to a **“Real Estate Agent”** (in case the booking is made by the Allottee through a Real Estate Agent), along with applicable taxes on such forfeited amount or any other charges as maybe permitted to be deducted/forfeited under the Applicable Law from the payment made by the Allottee up to the date of such cancellation. The Promoter shall however provide a prior written notice of 30 (thirty) days in writing to the Allottee prior to effecting such cancellation.

7.4 Possession by the Allottee

After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Plot 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:

7.5 Cancellation by Allottee

The Allottee shall have the right to cancel/withdraw the 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 Earnest Money paid for the allotment and Delayed Payment Charges, if any (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter) and brokerage and any rebates availed earlier/ margin/ incentive paid by the Promoter to a RERA registered **“Real Estate Agent”** (in case the booking is made by the Allottee through an Real Estate Agent), along with applicable taxes on such forfeited amount or any other charges as may be permitted to be deducted/ forfeited under law. 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 on reallotment of the 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 plot and also display this information on the official website of UP RERA on the date of reallotment.

7.6 Compensation

The Promoter shall compensate the Allottee in case of any direct loss caused to the Allottee 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 and other conditions mentioned in this Agreement, if the Promoter fails to complete or is unable to give possession of the Plot

- 7.6.1 in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or
- 7.6.2 due to discontinuance of its business as a Promoter 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 the Promoter in respect of the Plot 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 at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Plot which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- 8.1 The Landowners has absolute, clear and marketable title with respect to the Project Land and the Promoter has requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Project;
- 8.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 8.3 There are no encumbrances upon the Project Land or the Project;
- 8.4 There are no litigations pending before any Court of law or Authority with respect to the Project Land, Project or the Plot;
- 8.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Plot 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, Project Land, Plot and Common Areas;
- 8.6 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;
- 8.7 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 Project Land, including the Project and the said Plot which shall, in any manner, affect the rights of Allottee under this Agreement;

- 8.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- 8.9 At the time of execution of the Conveyance Deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be;
- 8.10 The Project Land/Project 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 said Land/Project;
- 8.11 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 intimation of offer of possession Plot has been issued, as the case may be and as per Act, and Rules 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;
- 8.12 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 Project Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the "Force Majeure", Court orders, Government policy/guidelines, decisions, the Promoter shall be considered under a condition of Default, in the following events:
 - 9.1.1 Promoter fails to provide possession of the developed Plot 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 purposes of this para developed Plot, it shall mean the plot, having provision of water supply, sewerage, electricity, roads or any other amenities approved in the demarcation-cum-zoning plan, essential for habitable environment (as per guidelines of the competent authority) and for the same the promoter has obtained demarcation-cum-zoning plan/ part completion/ completion certificate, as the case may be, has been issued by the competent authority;
 - 9.1.2 Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of its registration under the provisions of the Act or the Rules or Regulations made thereunder.
- 9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- 9.2.1 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/development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or
- 9.2.2 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 plot, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1 % 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, 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 Plot, 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:

- 9.3.1 In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules.

- 9.3.2 In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Allottee and refund the money paid to the Allottee by deducting the Earnest Money and Delayed Payment Charges, if any and brokerage/ any rebates availed earlier/ margin/ incentive paid by the Promoter to an "Real Estate Agent" (in case booking is made by the Allottee through a RERA registered Real Estate Agent) along with applicable taxes on such forfeited amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID PLOT:

- 10.1 The Promoter, on receipt of Total Price of the Plot as per Para 1.2 along with Delayed Payment Charges, if any, as may be applicable thereon and completion of all other formalities and documentation by the Allottee as per this Agreement, shall execute a Conveyance Deed and convey the title of the Plot 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, 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 Allottee's favour till payment of stamp duty, registration charges and other incidental charges to the Promoter is made by the Allottee in terms of this Agreement.
- 10.2 The Allottee agrees to sign, execute and deliver the definitive documents including but not limited to this Agreement and a separate Maintenance Agreement, any other papers, documents, undertakings and declarations, in the standard format, as may be required by the Promoter and/or the nominated Maintenance Agency and/or the registered Association of Allottees/RWA for the maintenance and upkeep of the Project, as and when required along with declarations and undertakings contained therein. The Allottee accepts that the execution of the said documents shall be a condition precedent to the execution of the Conveyance Deed for the Plot.
- 10.3 The Allottee further agrees and undertakes to remain present in person before the Competent Authorities for this purpose on the date(s) as may be communicated by the Promoter.
- 10.4 The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, the Registration Act, 1908 and/or other Applicable Laws, including any actions taken or deficiencies/ penalties imposed by the Competent Authority, on the Conveyance Deed.

11. MAINTENANCE OF THE SAID PROJECT:

- 11.1 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 the Total Price of the Plot.
- 11.2 In the event, if the Association of Allottees is not formed within 1 year of completion certificate the Promoter will be entitled to collect from the Allottee(s) 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 the Promoter against the maintenance charge to Association of Allottees once it is formed.

- 11.3 The Allottee agrees and undertakes that upon possession, the Allottee shall join the Association of Allottee /RWA as may be registered / formed under the Applicable Law by the Promoter and as provided for under the Applicable Laws, and shall not form / join / become part of any other association / society in respect of the Plot or the Project. The Allottee agrees to execute such forms, applications or documents for the purpose of becoming a member of the Association of Allottees /RWA or for any other purposes connected thereto as may be necessary.
- 11.4 The Allottee agrees to pay the IFMS in order to secure adequate provision of the maintenance services and for due performance by the Allottee in paying the Maintenance Charges and other charges as raised by the Maintenance Agency from time to time. The Allottee agrees to pay the said IFMS as maybe demanded by the Promoter.
- 11.5 In case at any time, the maintenance services of the Project are handed over to the Maintenance Agency/competent local authority/the Association of Allottees /RWA , as the case may be, then the Promoter shall have the right to transfer the IFMS after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Allottee to such Maintenance Agency/Competent Authority/Association of Allottees/RWA , as the case may be and as the Promoter may deem fit and thereupon the Promoter shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the IFMS or advance Maintenance Charges including but not limited to issues of repayment, refund and/or claims, if any, of the Allottee on account of the same. The Allottee agrees and undertakes to pay in advance, along with the last installment specified under Payment Plan, advance maintenance charges (AMC) equivalent to maintenance charges for a period of 1 (one) years or as maybe decided by the Promoter / Maintenance Agency / Association of Allottees/ RWA, at its discretion. Such charges payable by the Allottee will be subject to escalation of such costs and expenses as may be levied by the Promoter/ Maintenance Agency /Association of Allottees/ RWA.
- 11.6 The Allottee hereby unequivocally authorizes the Promoter, its representatives, agents, employees, contractors, workmen to enter into and upon the said designated Common Areas, open areas, driveways without any restriction or interference whatsoever.

12. DEFECT LIABILITY:

- 12.1 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 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.

Provided that, the Promoter shall not be liable for any such structural/architectural defect induced by the Allottee, by means of carrying out structural or architectural changes from the original specifications/design.

- 12.2 The application for adjudging quantum of compensation shall be made to adjudicating officer. In case there is dispute about whether there is 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 relating to such development, the authority may conduct an inquiry and give its findings and may issue appropriate orders or directions in this regard.

13. RIGHT TO ENTER THE PLOT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter/Maintenance Agency /Association of Allottees shall have rights of unrestricted access of the Plot and all Common Areas, for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and/or Maintenance Agency to enter into the Plot including any premises thereon and entering the said premises, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect (s).

14. USAGE:

- 14.1 The Allottee(s) shall use the Plot only for residential purposes for which it is allotted and in a manner that does not cause nuisance and/or annoyance to other occupants of the Project. Use of the Plot shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to the occupants/ users of the other Plots in the Project and/or which in any manner interferes with and/or obstructs the use of the Common Areas of the Project, except to the extent permissible under the Applicable Law for which the due permission, approval, sanction, permit, registration etc. if any required by the Allottee shall be obtained from the Competent Authorities and prior notice thereof shall be given to the Promoter/Maintenance Agency/ the Competent Authority, as the case may be.
- 14.2 The Common Areas, if any, as located within the Project, 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, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the

services areas in any manner whatsoever and the same shall be reserved for use by the Promoter/Association of Allottees formed by the Allottees, Maintenance Agencies/Competent Authority for rendering maintenance services.

15. ASSIGNMENT / TRANSFER / NOMINATION ETC.

- 15.1 The Allottee understands that this allotment and/or right and entitlement of the Allottee hereunder is non-transferrable/ non-assignable. However, the Promoter may, on request from the Allottee, permit such assignment/ transfer on a case-to-case basis subject always to: (i) the Allottee being in compliance of the terms and conditions hereunder; (ii) payment of all outstanding dues by the Allottee together with any administrative charges for such assignment/ transfer, as may be levied by the Promoter from time to time; (iii) execution of appropriate deed of adherence by the Allottee and the proposed assignee(s) / transferee(s) to the satisfaction of the Promoter; and, (iv) permissibility thereof under the Real Estate Act, the Rules and the Applicable Laws. In the event, the Allottee has obtained finance/ loan against the Plot from any financial institution/bank/ non-banking financial company/ other lending institution/ lending entity then a no objection certificate/ letter by such financial institution/ bank/ non-banking financial company/ other lending institution/ lending entity shall also have to be submitted to the Promoter, permitting/ consenting to the requested assignment/ transfer by the Allottee.
- 15.2 The Allottee shall be entirely responsible and liable for all legal, monetary and other consequences that may arise from such transfer/ assignment. The Allottee hereby undertakes to keep the Promoter saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax, penalty or duties), or any other adverse consequence whatsoever on account of such permission being granted by the Promoter, upon request of the Allottee.
- 15.3 Under no circumstances, permission for such assignment/ transfer shall be granted by the Promoter once the payment of Total Price has been made by the Allottee. Further the Allottee understands and agrees that on the Promoter consenting to such substitution, transfer, nomination or assignment, the subsequent allottee shall not be entitled to any compensation in terms of the Agreement.
- 15.4 In the event of such assignment/ transfer, the assignee/ transferee shall be bound by the terms and conditions stipulated herein as if the same had been ab-initio executed by such assignee/ transferee. Any claim or dispute between the Allottee and such assignee/ transferee will be settled inter-se between them and the Promoter shall not be a party to the same under any circumstances.
- 15.5 The Promoter may at its sole discretion and subject to Applicable Laws and notifications or any government directions as may be in force, permit the Allottee to get the names of his/her nominee added, deleted, substituted along with/in his/her place subject to such terms and conditions and upon the payment of such applicable charges as the Promoter

may levy. In case the Allottee is permitted to do so, the Allottee will be required to obtain a "No Due Certificate" from the Promoter and/or the Maintenance Agency.

- 15.6 The Allottee shall be solely liable and responsible for all legal, monetary and other consequences that may arise from such substitutions, transfer, assignment or nominations and the Promoter shall have no direct or indirect involvement in any manner whatsoever. Any purported nomination, substitution, assignment or transfer by the Allottee in violation of this Agreement shall be a default on the part of Allottee entitling the Promoter to cancel this Allotment and to avail of remedies as set forth in this Agreement.
- 15.7 In the event of refusal or denial by the Promoter for giving permission to the Allottee for assignment, transfer, substitution or nomination of the Plot being allotted herein, the Allottee has assured the Promoter and has undertaken not to raise any dispute or claim in any manner at any time based upon which the Promoter has agreed to make provisional allotment of the Plot. Any purported assignment, transfer, nomination or substitution by the Allottee in violation of this Agreement shall be a default on the part of Allottee and shall be dealt with in terms of this Agreement.
- 15.8 Stamp duty, registration fee, taxes, etc. levied as a result of assignment, nomination, substitution, transfer or conveyance of the Plot being allotted herein shall be borne by the Allottee.

16. APPROVALS AND CONSTRUCTION ON THE PLOT

- 16.1 The Allottee agrees and undertakes to take necessary permissions, approvals, sanctions etc. as may be required from Ghaziabad Development Authority and /or any other Competent Authority in his/her/its/their own name to commence construction on the Plot and obtain occupation certificate/completion certificate of the building constructed on the Plot.
- 16.2 In the event the Allottee breaches all or any of the above terms, then the Promoter shall have all the right to take appropriate legal action against the Allottee in law including but not limited to cancellation of this Agreement and the Conveyance Deed with respect to the Plot.
- 16.3 The Allottee further agrees and understands that the Allottee shall be responsible for construction on the Plot allotted and for obtaining all the necessary permissions, sanctions and permits, occupation certificate/completion certificate from Concerned Authorities in its own name and at its own costs and expenses. For this purpose, the Allottee undertakes to abide by all laws, rules, regulations, model building bye-laws, building codes, notifications, circulars of the local authorities, terms and conditions of the Central / State Government, Ghaziabad Development Authority, Local Bodies/

Authorities, laws pertaining to environment, fire, explosive, ground water, direct and indirect taxation, etc., and shall conform, abide by and adhere to the same at all times.

17. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

- 17.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at Allottee's own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Plot, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot, its 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.
- 17.2 The Allottee/Association of Allottees further undertakes, assures and guarantees that the Allottee would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the exterior of the Project or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the Project. Further the Allottee/Association of allottees shall not store any hazardous or combustible goods in the Plot. The Allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Plot/Project, as the case may be.
- 17.3 The Allottee shall plan and distribute the electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Maintenance Agency/ Association of Allottees/RWA /Competent Authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

- 18.1 The Parties are entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the Project.
- 18.2 The Allottee hereby acknowledges and understands that, if the Promoter/ Association of Allottees/RWA / the Maintenance Agency, as the case may be, for the purpose of this Agreement and/or in relation to the Project is required, from time to time, to submit before any authority (Statutory or otherwise) consent/ NOC/ Approval/ certification/ authorization, etc. from the Allottee, then in that eventuality the Allottee agrees and undertakes to execute and provide to the Promoter / Association of Allottees/RWA / the

Maintenance Agency, as the case may be, without any delay/ demur/ protest all such documents.

- 18.3 The Allottee clearly understands and agrees that all terms and conditions as contained herein and the obligations thereof regarding the Plot/ Project shall be applicable and enforceable against any and all occupiers, tenants, licenses and any subsequent allottee of the Plot.

19. ADDITIONAL CONSTRUCTIONS:

- 19.1 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 guidelines/permissions/ directions or sanctions by Competent Authority(ies) and that the Allottee agrees and accepts the same by signing this Agreement that the Allottee shall not raise any objection in respect thereto at any point of time.
- 19.2 That the Allottee knows, agrees and understands that development of the Project is subject to further expansions as permissible under the Real Estate Act and the Rules and the Applicable Laws after following the process and procedure as laid down and advised in this regard by the Competent Authorities and that the Allottee agrees and accepts the same by signing this Agreement that it shall not raise any objection in respect thereto at any point of time.
- 19.3 That the Allottee further agrees and understands that the future permissible expansion shall be an integral part of the Project itself, therefore, the Promoter as per the Real Estate Act, the Rule and the Applicable Law shall be entitled to conjoint various facilities and amenities such as power/ electricity supply, water supply, drainage, sewerage etc. with the presently approved facilities and amenities.

20. ENVIRONMENTAL OBLIGATION OF THE ALLOTTEE

The Allottee does hereby agree and undertake that the Allottee shall always maintain the ecological harmony, inter alia, common area solar lightning, water recycling, water segregation, CFL lighting, solar water heating, harvesting and recharge to maintain flora and fauna, extensive plantation and fully understood and willingly commits to share the extra obligations for environment conservation within the Project and shall always be cooperative and vote for any all or all decisions, which will be requested by the Promoter/ Maintenance Agency/ Association of Allottees /RWA for the long term maintenance of extra establishment for this cause.

21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

21.1 After the Promoter executes this Agreement the Promoter shall not mortgage or create a charge on the Plot 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 Plot.

21.2 The Promoter shall have the right and authority to raise finance/ loan from any financial institution/ bank or other entity as permissible under the Applicable Law by way of mortgage/ charge/ securitization of Project, receivables from the Project or by any other mode or manner by charge/ mortgage of the Project; all to the extent and in the manner as permissible under the Real Estate Act and the Rules and Applicable Laws.

22. 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 Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and Regulations/bye laws, instructions/ guidelines and decisions of Competent Authority prevalent in the State of Uttar Pradesh.

23. 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 jurisdictional Sub-Registrar of Assurances 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, subject to the deductions as agreed to/otherwise provided for in the Application Form and/or Allotment Letter and/or as otherwise agreed to by the Parties and the Allottee shall not have any claim in respect of the Plot. If, however, after giving an fair opportunity to the Allottee to get this Agreement executed, the Allottee does not come forward or is incapable of executing the same, then in such a case, the Promoter has an option to forfeit the Earnest Money and Delayed Payment Charges (payable by the Allottee for breach and non-payment of any due payable to the Promoter) and brokerage/ any rebates availed earlier/ margin/ incentive paid to a Real Estate Agent (in case booking is made through a Real Estate Agent) along with applicable taxes on such forfeited amount. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee,

subject to the receipt of refund/ credit of the applicable taxes by the Promoter from the Competent Authorities, without interest or compensation within the timelines as prescribed by Rules from the date of such cancellation or withdrawal.

24. 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 plot, as the case may be.

25. RIGHT TO AMEND:

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

26. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/SUBSEQUENT ALLOTTEE(S):

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 Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Plot and/or any assignee/transferee of the Allottee (in terms of this Agreement) in case of transfer/assignment, as the said obligations go along with the Plot for all intents and purposes.

27. WAIVER NOT A LIMITATION TO ENFORCE:

27.1 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(s) 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(s) 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.

27.2 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.

28. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and

Regulations made thereunder 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.

29. 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 area of the Plot bears to the total area of all the Plots in the Project.

30. 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.

31. 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, 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 Ghaziabad, Uttar Pradesh. Hence this Agreement shall be deemed to have been executed at Ghaziabad, Uttar Pradesh.

32. NOTICES:

Each notice, demand or other communication given or made under this Agreement shall be inwriting and delivered or sent to the relevant Party at its address and/or email set out below (or to such other address and/or email as the recipient Party has notified, in writing, to the other Party). Any notice, demand or other communication so addressed to the relevant Party shall, unless the contrary is proved, be considered to have been delivered.

- (i) upon delivery, in case of hand delivery of the notice;
- (ii) on the 3rd (third) working day following the day on which the notice has been delivered prepaid to a courier service of international repute;
- (iii) on the 3rd (third) working day following the day on which the notice is sent by registered mail, postage prepaid; or
- (iv) after 24 (twenty-four) hours after the delivery or upon receipt of an acknowledgement, whichever is earlier, in case of an email.

The notice details of each of the Parties for the purposes of this Agreement:

PROMOTER

RHOMES Private Limited
81, First Floor, Poorvi Marg,
Vasant Vihar
New Delhi 110057

Allottee;

Name:

Address:

Contact No:

Email id:

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.

33. 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 the Allottee which shall for all intents and purposes to consider as properly served on all the Allottees. The Allottee confirms and agrees that any communication to the email address provided in this Agreement shall be considered a valid communication to the Allottee.

34. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the plot, as the case may be, prior to the execution and registration of this Agreement for Sale for such plot, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

35. BROKERAGE PAYABLE BY ALLOTTEE

In case the Allottee is liable to pay any fee or commission or brokerage to any person for services rendered by such person to the Allottee in respect of the Plot "Real Estate Agent", the Promoter shall in no way, whatsoever, be responsible or liable for the same and no such fee, commission

and/or brokerage, fee by whatever name called shall be deductible from the amount of Total Price agreed to be payable towards the Plot. Further, no such person shall in any way be construed as an agent of the Promoter and the Promoter shall in no way be responsible or liable for any act of omission or commission on the part of such person and/or for any representation, undertaking, assurance and/or promise made/ given by such person to the Allottee.

36. INDEMNIFICATION

36.1 The Allottee hereby agrees and undertakes to pay from time to time the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the obligations and abide by all the terms and conditions of this Agreement and to keep the Promoter and the Landowners and their respective agents and representatives indemnified and harmless against any loss or damage that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement.

36.2 With effect from the date of taking possession of the said Plot or deemed possession in terms of this Agreement, the Allottee agrees to indemnify and to keep the Promoter/ Association of Allottees /RWA / Maintenance Agency, as the case may be, and their assignees, nominees, their officers/ employees as well as the other occupants/ owners of the Plots in the Project fully indemnified, saved and harmless from and against all the consequences of breach by the Allottee of any Applicable Law for the time being in force and/or the stipulations applicable to the Allottee and/or the said Plot hereunder as also of any of its representations, warranties or undertakings not being found to be true at any point of time, or any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted and/or incurred by any of them on account of any of the foregoing. The Allottee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of the occupants, representatives and/or any other person claiming to be under the Allottee.

37. CONFIDENTIALITY

The Parties hereto agree that all the information, documents etc. exchanged till date and which may be exchanged, including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the prior written consent of the other Party. The confidentiality obligations under this Clause shall survive even after handing over of the Plot and is legally binding on the Parties and shall always be in full force and effect. Nothing contained hereinabove shall apply to any disclosure of Confidential Information, if:

- (i) such disclosure is required by law or requested by any Competent Authority or regulatory or judicial/ quasi-judicial authority or other recognized investment exchange having jurisdiction over the Parties; or

- (ii) such disclosure is required in connection with any litigation or like proceeding; or
- (iii) such information is already available in the public domain other than as a result of breach by any Party.

38. 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 thereunder including other applicable laws prevalent in the State of Uttar Pradesh and India for the time being in force.

39. 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.

40. COPIES OF THE AGREEMENT

Three sets of this Agreement in original shall be executed in 'BLACK INK', after due execution and registration - one set of the original Agreement (on plain paper with original signatures) shall be retained as office copy in the office of the jurisdictional Sub-Registrar of Assurances, the Promoter shall retain second original copy and send the third original copy (with full stamp duty endorsement), duly executed and registered to the Allottee for his reference and record.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee:

Signature
Name
Address

Please Attach
Recent
Photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter: **RHOME Private Limited**

Signature
Name
Address

Please Attach
Recent
Photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter on behalf of Land Owners

Signature
Name
Address

Please Attach
Recent
Photograph

WITNESSES

1. Signature
Name
Address

2 Signature
Name
Address

Schedule A

PLEASE INSERT DESCRIPTION OF THE PLOT

Schedule B

SITE PLAN

Schedule C

Payment Plan

At the time of Booking	
Within 30 days	
On the Execution of Agreement to Sale	
On the offer of Possession	

Development link Plan

At the time of Booking	
Within 30 days	
After levelling and Demarcation of Plots	
On Start of Sewerage and Drainage work	
On Completion of Boundary work and Gate	
On Start of internal roads	
On Completion of Sewerage and Drainage work	
On Completion of Electrical Work	
On Completion of Internal Roads (Black Top)	
On Offer of Possession	

Operational Charges

EDC/IDC	
Water and Sewerage charges	
Electricity Installation Charges	
IFMS	
GST	
Registry Charges and Stamp Duty	

Note/Terms;

1. All Payments are to be made by A/c payee Cheque/Banker's Cheque/Pay Order/Demand Draft payable at New Delhi/Gurugram only or through electronic transfer mode (as permissible under applicable Law) drawn in favour of / to the account of RHOMES Private Limited having Account No. _____, Swift Code _____, with IFSC Code _____, in _____ Bank.
2. The date of clearing of the instrument / receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be to the Applicant account and credit shall be granted from the date of actual receipt of funds.
3. The Application shall be valid only subject to clearance of amounts tendered by the Applicant.

4. The allotment in furtherance of the Application shall be valid only subject to clearance of amounts tendered by the Applicant and subject to future payments on time.
5. With the issuance of the Allotment Letter, the Applicant / Allottee shall be liable to pay the Total Price and the Other Charges as specified herein as per the Schedule of Payments hereunder, time being of all essence.

ENDORSEMENT

[illegible]

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FOR OFFICE USE ONLY

Prepared By_____

Legal Dept. _____

Account Dept_____

Real Estate Agent, if any_____

Checked By_____

Audited By_____