



AGREEMENT FOR SALE

OCEAN INFRAHEIGHTS PRIVATE LIMITED
CIN: U45400UP2013PTC054586
RERA REGISTRATION NO. : UPRERAPRJ6747

Corporate / Administrative Office: H-191, Sector 63, Noida -201301
Tel: [0120-4352191, 4351191]
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Website: [www.thegolden-i.com]

IMPORTANT INSTRUCTIONS RELATING TO EXECUTION OF THE AGREEMENT FOR SALE:

1. Please read the AGREEMENT FOR SALE and all the terms and conditions carefully before signing the same.
2. Please sign along with joint Buyer(s), if any, on all places marked in the AGREEMENT FOR SALE including all annexures.
3. Please paste colour photographs of all the Buyers at the space provided, and sign across the photographs.
4. There would be two copies of this AGREEMENT FOR SALE. Both the signed copies of the AGREEMENT FOR SALE with all the annexures shall be deemed to be its original and each party shall retain one copy each.

Specimen Copy

DECLARATION FROM THE BUYER(S)

The applicant(s) (referred to as Buyer(s) for the purposes of this AGREEMENT FOR SALE) confirms that he/ she/ it has read and perused the AGREEMENT FOR SALE, containing the detailed terms and conditions and, in addition, the Buyer(s) further confirms to have fully understood the terms and conditions of the AGREEMENT FOR SALE (including the commercial terms and Developer's limitations) and the Buyer(s) is agreeable to AGREEMENT FOR SALE of the Unit (defined hereinafter) and to perform its obligations as per the terms and conditions stipulated in the AGREEMENT FOR SALE

This AGREEMENT FOR SALE sets forth, in detail, the terms and conditions of AGREEMENT FOR SALE of a unit. The Buyer(s) agrees and confirms to sign this AGREEMENT FOR SALE in entirety and to abide by the terms and conditions of this AGREEMENT FOR SALE. This AGREEMENT FOR SALE supersedes all previous understanding and documents discussed or executed by the Buyer with any other entity with regard to the Project and/or the unit being purchased by the Buyer. This AGREEMENT FOR SALE shall henceforth form the entire understanding of the Parties herein with regard to the unit purchased by the Buyer.

The Buyer(s) shall execute two (2) copies of this AGREEMENT FOR SALE for the unit to be purchased.

This AGREEMENT FOR SALE shall be binding on the Developer. The Developer reserves the right to request information as it may so desire concerning the Buyer(s).

The Buyer(s) confirms to have read and understood the above instructions and the clauses of this AGREEMENT FOR SALE, its annexures, etc., and the Buyer(s) now executes this AGREEMENT FOR SALE and undertake to faithfully abide by all the terms and conditions of this AGREEMENT FOR SALE.

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this day of, 2021

By and Between

Ocean Infraheights Pvt. Ltd., a company duly incorporated and registered under the Companies Act, 1956 having its Corporate / Administrative Office at **H-191, Sector 63, Noida -201301 (PAN No. – AABCO7770M) (CIN – U45400UP2013PTC054586)** Hereinafter referred to as Developer which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the assigns for the time being of the said Developer and their successors and/or successors-in-office, acting through its authorized signatory _____ duly authorized by Board Resolution Dated _____ of the Company having RERA Registration No. UPRERAPRJ6747 of the First Part;

AND

Mr. _____, (Aadhar No. _____) son/daughter of S/o _____, aged about 58, residing at **House No-**_____, (PAN _____), hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

Mrs. _____, (Aadhar No. _____) son/daughter of W/o Mr. _____, aged about .. years, residing at _____, (PAN _____), hereinafter called the "**Allottee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

The Developer and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires, -(a) "**Act**"

means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).

(b) "**Apartment (Unit)**" whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified.

(c) "**Authority**" means Uttar Pradesh Real Estate Regulatory Authority.

(d) "**Government**" means the Government of Uttar Pradesh.

(e) "**Rules**" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.

(f) "**Regulations**" mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016.

(g) "**Section**" means a section of the Act.

WHEREAS the project named as Golden I Phase – 1st is being executed on Leasehold Land situated at Plot No. - 11, Sector – Techzone – IVth, Greater NOIDA (West), Gautam Buddha Nagar, Uttar Pradesh admeasuring 1,00,035.70 (Approx.) Sq. Mtrs. Allotted by Greater NOIDA Industrial Development Authority (GNIDA) to the Developer on Leasehold basis for 90 Years.

WHEREAS U. Y. Industries Private Limited thereafter executed and entered into a registered lease deed dated July 23, 2013 ("Lease Deed") with the Authority with respect to the Said Land, duly registered in the office of Sub Registrar Sadar, Gautam Budh Nagar, Uttar Pradesh on July 23, 2013 as document No. 18290, Book No.1, Volume No.13787, Page No. 133 to 162;

WHEREAS vide orders passed by the Hon'ble High Court of Bombay and Hon'ble High Court of Allahabad, the Said Land was demerged from M/s U. Y. Industries Private Limited to M/s OCEAN INFRAHEIGHTS PRIVATE LIMITED i.e. the Developer w.e.f. October 1, 2014 and accordingly, all the rights and interests of the Said Land stood transferred to the Developer;

WHEREAS the Developer is authorized to develop and market the said project, the terms & conditions of the above said allotment /Lease Deed executed between the Developer and GNIDA shall be mutatis – mutandis applicable on the allottee(s).

WHEREAS the execution of the Sub – Lease Deed in favor of the Allottee(s) of the said project shall be done by the Developer and Greater NOIDA Industrial Development Authority (GNIDA) in the forms and formats as prescribed by Greater NOIDA Industrial Development Authority (GNIDA) for the transfer of Leasehold title of the Apartment / Unit to the allottee(s). The allottee(s) shall also be bound by the terms and conditions of GNIDA.

and that the Developer is fully Competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which project is to be constructed have been completed.

That the Greater NOIDA Industrial Development Authority (GNIDA) has granted the permissions and approvals, more specifically the building plan vide Sanction Letter No. PLG/BP/SM-24-May-2019:5533, dated 25.08.2021.

WHEREAS the Project comprises of IT/ITES spaces (Office / Corporate Suites), Commercial spaces, (Shops / Showroom / Food Court), Institutional Facilities, Residential Dwelling units with various facilities as specified in this AGREEMENT FOR SALE.

The Developer has thus obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the project and also for the Apartment / Unit, or building as the case may be, from Greater NOIDA Industrial Development Authority (i.e. GNIDA). The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

That the Developer has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow under UP RERA registration No. **UPRERAPRJ6747**;

That the Allottee had applied for an Apartment / Unit in the Project vide application dated **DD/MM/YYYY** and has been allotted Apartment / Unit No. having carpet area of _____ Sq. Mtrs., **Super Area (....00 Sq.Ft.)**, type **Office Space-.... sq. ft**, on **Floor** floor in [tower/block/building] No. ("Building") along with pro rata share in Common Area ("Common Areas") as defined under clause (d) of Rule 2 (1) of U.P. Real Estate (Regulation & Development) Rules, 2016" and deed of declaration submitted before the concerned Authority (hereinafter referred to as the "Apartment / Unit")

That the parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein; that the Parties hereby confirm that they are signing this

Developer

Allottee(s)

Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project; that the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; that in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment / Unit.

That this agreement is subject to the terms and conditions detailed hereinafter and shall prevail over all other terms and condition given in our brochures, price list, application form and any other sale document. This cancels all previous documents issued against this allotment. Agreement Reference No. - 1991 to be referred in all future communications.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. That both the parties confirm that they have read and understood the provisions of section-14 of the Act.
2. That The Total price for the Apartment / Unit based on the carpet area is **Rs..... (Rupees Only)** ("Total Price") as per following detail :

Block/Building No.: **BLOCK-....** Apartment / Unit No :

Type : **Office Space-..... sq. ft** Floor : **Floor**

Carpet Area : _____ Sq Mtr. Built Up Area : _____ Sq Mtr.

Balcony Area : _____ Sq Mtr. Total Area : Sq. Mtr. (.....00 Sq.Ft.)
(*1 Sq meter = 10.764 Sq feet)

Total Price (In Rs.) :

Price for Garage / Car Parking : No Car Parking

Total Price (In Rs.) :

- i. That the Total Price above includes the booking amount paid by the Allottee to the Developer towards the Apartment / Unit;
- ii. IFMS @ Rs 100 per sq feet on Total Area & Lease Rent @ **Rs. 150 per sq feet** on Total Super Area extra, payable at the time of offer of possession.
- iii. Power backup _____ **KVA** is provided/mandatory and **Rs _____, plus** applicable taxes/Cess, shall be charged additionally at the time of possession for the same. However, any extra power backup is required by allottee will be provided on chargeable basis, if available with company.
- iv. Advance Maintenance shall be payable at the time of possession by the allottee in advance for next 1 (one) year from the date of completion certificate.

- v. That the Total Price above not include Taxes (consisting of tax paid or payable by the Developer by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the Apartment / Unit to the Allottee and the Project to the Association of Allottee/s or the Competent Authority, as the case may be, after obtaining the completion certificate:

The GST above has been charged as per the current tariff however the GST on future payments shall be charged as per the prevailing tariff at the time of payments.

- vi. In addition to the Total Sale Price as mentioned, the Buyer shall also be liable to make payment of the following charges / amount in respect of the said Unit as and when demanded by the concerned authority(ies)/developer:
- a. Taxes (consisting of tax paid or payable on the Unit by way of VAT, GST, or such other applicable taxes and levies as may be applicable from time to time;
 - b. Amount towards payment of stamp duty and registration of sub-lease deed in favor of the Buyer;
 - c. Service tax and Cess or any other similar Taxes which may be levied, in connection with the construction and development of the Project payable by the Developer) up to the date of the handing over the possession of the Unit, as per the law and as amended by the concerned authorities time to time;
 - d. Any other type of Taxes/Cess as imposed by the statutory / concerned authorities on the sale of Unit;
 - e. Charges relating to Electric Meter, Dual Meter Charges and Electric Meter load sanction charges payable at the time of offer of possession.
 - f. Legal Charges relating to sub-lease as and when demanded.
 - g. Wi-Fi Charges / Cable T.V. connection Charges, if provided by developer, at the time of offer of possession.
 - h. Any other charges as may be applicable in future in relation to the Unit.
 - i. Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Developer shall be increased/ reduced based on such change/modification.
- vii. That the Developer shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make payment demanded by the Developer within the time and in the manner specified therein.
- viii. The Total Price of Apartment / Unit includes recovery of price of land, construction of not only the Apartment / Unit but also the Common Areas, Internal Development Charges (IDC), External Development Charges (EDC), taxes, cost of providing electric wiring, to the Apartment / Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment / Unit and the Project.

3. That 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.
4. That the Allottee(s) shall make the payment as per the Payment Plan as set out at Annexure – A of this document.
5. That It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in respect of the Apartment / Unit without the previous written consent of the Allottee as per the provisions of the Act; Provided that the Developer may make such minor additions or alterations as per the provisions of the Act.
6. That the Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate/occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area then the Developer shall refund the excess money paid by Allottee. If there is any increase in the carpet area which is not more than 3% (Three Percentage) of the Carpet Area of the said Apartment / Unit, allotted to the Allottee, the Developer will demand that from the Allottee. All these monetary adjustments shall be made at the same rate per Sq. Mtr. / Sq. Ft. as agreed in this Agreement.
 - i. That the Allottee shall have exclusive ownership of the Apartment / Unit, however it is agreed and understood between the Allottee(s) and the Developer that the Developer shall have the first right to Lease the said property and the said right to the Developer shall be limited to 90 (Ninety) days from the date of the registration of the Sub – Lease Deed of the Apartment / Unit.
 - ii. That the Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the Common Areas to the Association of the Allottees after duly obtaining the completion certificate from the Competent Authority.

It is also agreed and understood by and between the Allottee and the Developer that till the time the Common Areas of the said project are not handed over to Association of the Allottee(s); the developer will have the right to rent / lease designated spaces as specified in the Common Areas at its sole discretion to any third party for the purpose of display / advertisements, however if such lease / rent Agreement continues at the time of handing over of the such Common Areas to AOA, the AOA at its discretion may continue or discontinue with the said rent / lease agreement entered by the developer with the said third party.

7. That it is made clear by the Developer and the Allottee agrees that the Apartment / Unit 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. 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.
8. That the Developer agrees to pay all outgoing before transferring the physical possession of the Apartment / Unit to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to Competent Authorities, banks and financial institutions, which are

related to the Project). If the Developer fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment / Unit to the Allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the Authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such Authority or person.

9. That the Allottee has paid a sum of Rs.(Rupees Only) as booking amount being part payment towards the Total Price of the Apartment / Unit at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment / Unit as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein: Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the rules.
10. That subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the payment Plan hereunder through A/c Payee cheque / demand draft / bankers cheque or online payment (as applicable) in favor of 'Ocean Infraheights Pvt. Ltd.' payable at Delhi / NOIDA.

That For all payments, the date of clearance of the cheque shall be taken as the date of payment. A cheque which is dishonored for any reason whatsoever will call for an administrative handling charge of Rs. 1,000/- exclusive of the bank charges levied on the Developer which shall be borne and paid by the Allottee(s). It is to be further clarified that the claiming of administrative handling charge of Rs. 1,000/- by the Developer as mentioned hereinabove shall not bar the Developer from exercising any other rights that may be available to the Developer under this Agreement or under the law.

11. That the Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security. If provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
12. That the Developer accepts no responsibility in regard to matters specified in Para 11 above. The Allottee shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Developer immediately and comply with necessary formalities, if any, under the applicable laws. The Developer shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment / Unit applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.
13. That the Allottee authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment / Unit, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any other manner.

14. That the Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment / Unit to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be. Similarly, the Allottee shall make timely Payments of the installment and other dues Payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as Provided in Payment Plan.
15. That the Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment / Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the Competent Authority, as represented by the Developer. The Developer 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 Developer undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Greater NOIDA Industrial Development Authority (GNIDA) and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act.
16. That the Developer agrees and understands that timely delivery of possession of the Apartment / Unit to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the Apartment / Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on June 2022, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment / Unit:

It is hereby agreed that if the Developer is unable to construct/ continue or complete the construction of the Project or any part thereof, due to any governmental/ regulatory authority's action, provided the same is not due to the fault of the Developer, then the Developer may, at its own discretion, challenge the same by moving the appropriate courts, tribunal(s) and / or relevant authority. In such a situation, the amounts paid by the Allottee(s) shall continue to remain with the Developer and without bearing any interest and the Allottee(s) may choose to become a party in such legal proceedings. The decision of the courts, tribunal(s) and / or relevant authority shall be binding on the Allottee(s) as well.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated.

It will be the duty of the Developer to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA once all phases are completed.

In case the possession of the Apartment / Unit is not delivered by the Developer as mentioned herein above the Developer shall pay to the allottee(s) a compensation for the period of such delay till the date of the Completion Certificate / Occupancy Certificate. The said compensation shall be paid at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1%.

17. That the Developer, upon obtaining the completion certificate/occupancy certificate (as applicable) from the Competent Authority shall offer in writing the possession of the Apartment / Unit, 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):The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee, after taking possession, agrees to pay the maintenance charges as determined

by the Developer/Association of Allottees, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the Project.

The Developer will apply for separate meter connection for each Apartment / Unit with the concerned authorities and the charges for which are included in the total sale price.

18. That Upon receiving a written intimation from the Developer as per Para 17, the Allottee shall take possession of the Apartment / Unit from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment / Unit to the Allottee. In case the Allottee fails to take possession within the time provided in para 17, such Allottee shall be liable to pay to the Developer holding charges at the rate of Rs. 5 Per Sq. Ft. Per Month of carpet area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in para 17.
19. That after obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Apartment / Unit to the Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including Common Areas, to the Association of Allottees or the Competent Authority, as the case may be, as per the Applicable Law:
20. That the Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment (i.e. 10% of the total cost). The Developer 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 re- allotment of the Apartment / Unit/ or at the end of one year from the date of cancellation/withdrawal by the allottee, whichever is earlier.
21. That the Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.
22. That the Developer hereby represents and warrants to the Allottee as follows:
 - i. That the Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
 - ii. That the Developer has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project; iii. That there are no encumbrances upon the said Land or the Project;
 - iv. That there are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment / Unit;
 - v. That all approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment / Unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, said Land, Building and Apartment / Unit and Common Areas;

- vi. That the Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - vii. That the Developer has not entered into any agreement for sale/lease and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment / Unit which shall, in any manner, affect the rights of Allottee under this Agreement;
 - viii. That the Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment / Unit to the Allottee in the manner contemplated in this Agreement;
 - ix. That at the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment / Unit to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be.
 - x. That the Schedule Property is not the subject matter of any HUF and that no part thereof is owned by a and/or no minor has any right, title and claim over the Schedule Property;
 - xi. That the Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the Competent Authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of Apartment / Unit, or building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the Competent Authority, as the case may be;
 - xii. That 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 Developer in respect of the said Land and/or the Project.
23. That subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:
- i. That Developer fails to provide ready to move in possession of the Apartment / Unit to the Allottee within the time period specified in Para 16 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment / Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the Competent Authority;
 - ii. That discontinuance of the Developer's business as a Developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made there under.
24. That in case of Default by Developer under the conditions listed above a non-defaulting Allottee is entitled to the following:
- i. That stops making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction

milestones and only thereafter the Allottee be required to make the next payment without any interest; or

- ii. That the Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment / Unit, 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, he shall be paid, by the Developer, interest at the rate prescribed above for every month of delay till the handing over of the possession of the [Apartment / Unit/], which shall be paid by the Developer to the Allottee within forty-five days of it becoming due.
25. That the Allottee shall be considered under a condition of Default, on the occurrence of the following events:
- i. That in case the Allottee fails to make payments for 2 (two) consecutive demands made by the Developer as per the Payment Plan, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the rules.
 - ii. That in case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Developer in this regard, the Developer may cancel the Apartment / Unit in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Developer shall intimate the Allottee about such termination at least thirty days prior to such termination.
26. That on receipt of Total Price of the Apartment / Unit as per Agreement from the Allottee(s) the Developer and GNIDA shall execute the Sub – Lease Deed and convey the title of the Apartment / Unit together with proportionate indivisible share in the Common Areas. 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 Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developer is made by the allottee.
27. That the Developer shall be responsible to Provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance shall be paid by the allottee in advance for next 1 (one) year from the date of completion certificate. However, if the Association of Allottees is not formed within 1 year of the issuance of completion certificate the Developer will be entitled to collect from the allottees the maintenance amount as decided/fixed from time to time by him and the same shall be payable by the allottee to the Developer.

It is hereby agreed and understood by and between the Developer and the Allottee(s) that the allottee at the time of the offer of possession shall pay to the developer towards the Interest Free Maintenance Security (IFMS) as mentioned in Clause 2.

The Developer shall be entitled to recover the Maintenance charges if not paid by the Allottee(s) from the IFMS amount deposited by the Allottee(s). The Developer shall also be entitled to utilize said IFMS amount in case of any major breakdown or the replacement of any capital item, till the time the project is handed over to the Association of Allottee(s) (AOA) / Competent Authority, however the balance remaining in the account of IFMS at the time of the handover of the project to the AOA or any other Competent Authority shall also be transferred.

28. That 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 Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the Developer to given possession to the allottee, whichever is earlier, it shall be the duty of the Developer to rectify such defects without further charge.
29. That the Developer/maintenance agency / Association of Allottees shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and/or maintenance agency to enter into the Apartment / Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
30. That services areas in the project shall be earmarked 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 shall not be permitted to use the services areas& basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering services/maintenance.
31. That the Allottee shall, after taking possession, be solely responsible to maintain the Apartment / Unit at his/her on cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment / Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any Authority or change or alter or make additions to the Apartment / Unit and keep the Apartment / Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
32. That The Allottee(s) shall not subdivide the Apartment / Unit in any manner, demolish, make or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature to the said Apartment / Unit or any part thereof, and shall not chisel/drill or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. or other structural support. Further, no damage to the Building would be caused in any manner and all consideration of safety, firefighting systems will have to be observed/ maintained.

That the Allottee further undertakes, assures and guarantees that he/she would not put any fixtures and fittings including but not limited to Air conditioners / coolers etc. sign-board/name- plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas except in the way / size in which he / she is permitted by the Developer. The Allottee(s) shall also maintain the standards and uniformity in this regard. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment / Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment / Unit.

The Allottee hereby agrees and confirms to indemnify the Developer against any penal action and liability, damage, loss, claim, demand etc. due to misuse of the said Space for which the Allottee of the Space shall be solely liable and responsible, without any recourse to the Developer.

The Allottee(s) shall not use or permit use of the said Space for any purpose other than as stated herein or otherwise for any illegal or unlawful purpose.

33. That the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of Allottees and/or maintenance agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
34. That the Parties are entering into this Agreement for the allotment
35. of a Apartment / Unit with the full knowledge of all laws, rules, regulations, and notifications applicable to the Project.
36. That the Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for as provided in the Act.
37. That after the Developer executes this Agreement it shall not mortgage or create a charge on the Apartment / Unit and if any such mortgage or charge is made or created to raise finance from any Bank / Financial Institution / Corporate Bodies and for this purpose if any Equitable Mortgage on construction or on the proposed built-up area is created in favor of one or more Financial Institutions, the Allottee(s) shall have no objection to it however notwithstanding the foregoing the Developer shall ensure to have any such charge created, vacated on completion of the project before transfer / conveyance to the title of the unit to the allottee(s), however notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment / Unit.
38. That the Developer has assured the Allottees that the Project in its entirety is in accordance with the provisions of the U.P. Apartment / Unit (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Developer showing compliance of various laws/regulations as applicable in Uttar Pradesh
39. That forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee, then the Developer shall serve a notice to the Allottee for rectifying this default in case even after the service of the said notice the allottee does not deliver the executed agreement to the Developer the Developer shall have the right to cancel the said allotment and refund the amount (if any) after deducting 10% booking amount from the amount deposited by the Allottee(s).
40. That 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, AGREEMENT FOR SALE, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment / Unit, as the case may be.
41. That this Agreement may only be amended through written consent of the Parties
42. That it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment / Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment / Unit in case of a transfer, as the said obligations go along with the Apartment / Unit for all intents and purposes.
43. That the Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement; waive the breach by the Allottee in not making payments as per the Payment Plan

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

44. That 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.
45. That if any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the Applicable Laws. as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
46. That wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment / Unit bears to the total carpet area of all the Apartment / Units in the Project.
47. That 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.
48. That the execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office.
49. That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Registered Post at their respective addresses specified below:

Name of Allottee Mr.

(Allottee Address)

Developer name M/s Ocean Infraheights Pvt Ltd.

Developer Address : at H-191, Sector 63, Noida -201301

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

50. That in case there are Joint Allottees all communications shall be sent by the Developer to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
51. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.

52. That 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.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including Co - Allottee)

1. Signature _____
2. Name : Mr.
3. Address :
4. Phone / Mobile _____ E-Mail id _____

1. Signature _____
2. Name : Mrs.
3. Address :
4. Phone / Mobile _____ E-Mail id _____

1st Applicant
Photograph
Paste &
Cross Sign
On Photo

Ocean Infraheight Pvt. Ltd. -Developer

Signature (Authorized Signatory) _____

Name _____ Son/Daughter of _____

Address _____

At on in the presence of:

WITNESSE 1:

Signature _____

Name _____

Address _____

WITNESSE 2:

Signature _____

Name _____

Developer

Allottee(s)

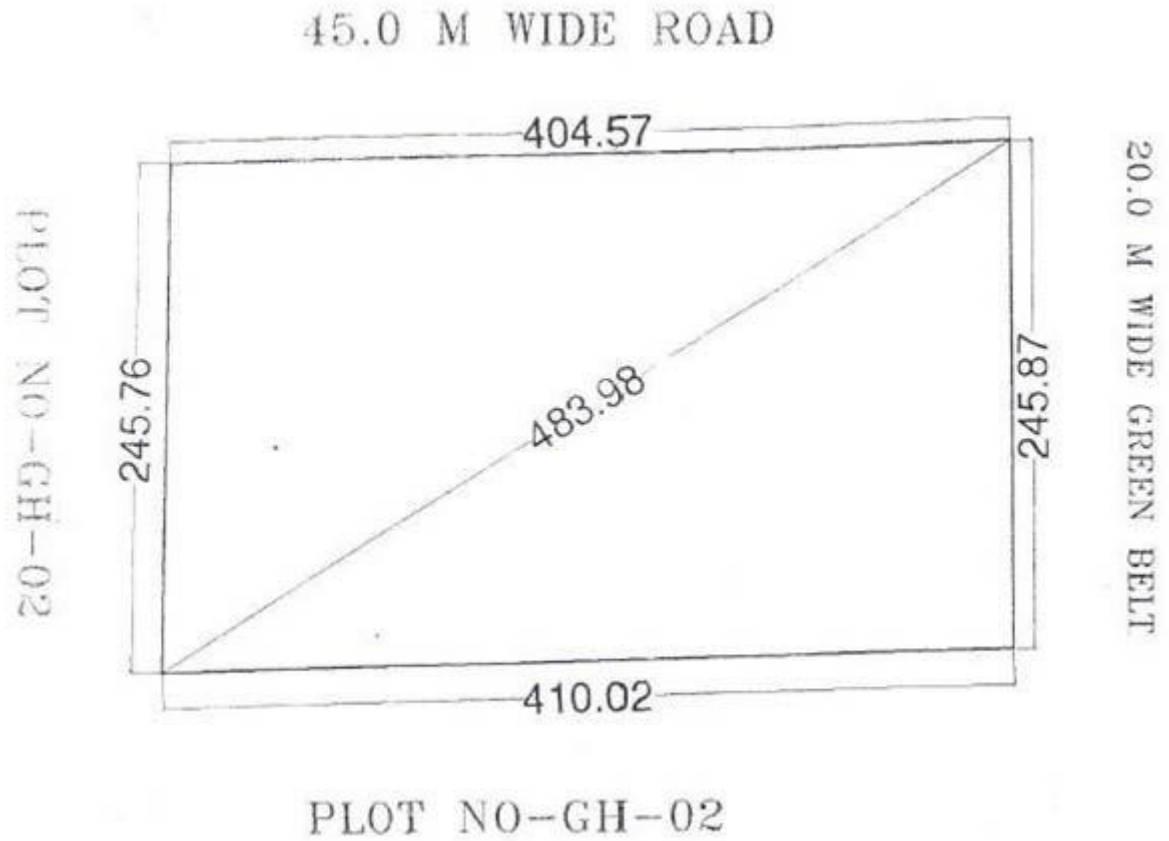
Address _____

Specimen Copy

PAYMENT PLAN(Name) (ANNEXURE – A)

S.No.	Installment Name	%
1	At The Time of Booking	15.00
2	Within 30 days of Booking	10.00
3	At the time of Excavation	10.00
4	At the time of Raft	10.00
5	At the time of Basement Slab Casting	10.00
6	At the time of Ground Floor Slab Casting	10.00
7	At the time of 1st Floor Slab Casting	10.00
8	At the time of 3rd Floor Slab Casting	10.00
9	At the time of Plaster	10.00
10	At the time of Possession	5.00

LAYOUT PLAN OF APARTMENT / UNIT TO BE PASTED



SPECIFICATIONS OF THE APARTMENT / UNIT TO BE PASTED

Note: - Any bought out items provided to the Allottee with in the apartment as per the agreement, as has been purchased from the manufacturing companies therefore the defect liability of such items shall be on back to back basis and would be limited to the period as offered by its manufacturer.

Developer

Allottee(s)