

AGREEMENT FOR SALE

This Agreement for Sale (the “**Agreement**”) is executed on this _____, __ day of _____, 20____,

By and Between

SVP Builders (India) Limited, a company incorporated in accordance of the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at A-3, 2nd Floor, South Extension-1, New Delhi- 110049, India and its corporate office at 17, Kiran Enclave, Near Samrat Hotel, G.T. Road, Ghaziabad- 201001, Uttar Pradesh, represented by its authorized signatory, Mr. _____ son of Shri _____ authorized vide board resolution dated _____ hereinafter referred as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees)

AND

_____ (Aadhaar no. _____ and PAN _____) aged about _____ years residing at _____,

India, hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/ her/ their heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoters and Allottee(s) shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

Allottee(s): Those who have executed the allotment letter thereafter a particular apartment/ plot/ unit has been reserved for that particular allottee(s) and those who have agreed to abide by all the terms and conditions till the time and indenture of conveyance is executed. In case more than one allottee the other will be considered as co-allottee(s) and allottee and the co-allottee(s) will have the equal share in the apartment/ plot/ unit.

Apartment Act: The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2016.

Area

Common Area and Facilities: means all facilities to be used by all the apartment/ plot/ unit, such as entrance lobbies, corridors, staircases, staircase shafts and mum ties, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control penal room, installation area of transformer and DG set, guard towers, entrance and exit of the project, water supply, treatment plants, pump house, sewerage systems and STP, EPABX systems, common toilets, rain water harvesting systems etc. (as per RERA 2016)

CREDAI: Confederation of Real Estate Developers Associations of India.

Independent Area: means the areas which have been declared but not included as Common Areas for joint use of apartment/ plot/ unit and may be sold by the Company/ Promoter without the interference of other apartment/ plot/ unit owners. (As per Apartment Act 2010 & 2016).

Limited Common Area and Facilities: means those areas and facilities which are designated in writing by the Promoter before the allotment, sublease or other transfer of any apartment/ plot/

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units as reserved for use of certain apartments/ plot/ units to the exclusion of the other apartment/ plot/ units. (As per Apartment Act 2010 & 2016).

Fit Out Period: After completing the construction, the final touch to a particular apartment/ plot/ unit will be given during a prescribed schedule that duration is called the Fit Out Period.

Maintenance Charges: means the charges to be paid by the Allottee(s) for the maintenance and upkeep of the Project and for maintaining various services like maintenance, street lighting, cleaning of all the roads, parks and other facilities in the Township (applicable if the project is situated in Township)/ Project to the Maintenance Agency @ prescribed rates on the total area of the said Apartment/ Plot/ Unit, applicable on monthly basis and payable in advance.

A.A.O.: means an Association of the Apartment owners which shall be duly formed as per the Uttar Pradesh Apartment Act, 2010.

Township: means a large development having many projects wherein the entire internal infrastructure within the boundary of that area is provided by the Promoter.

Township/ Project Maintenance & Charges: means the monthly charges payable in advance through prepaid system/ prepaid electric meter by the Owner/ Occupier of the apartment/ plot/ unit to the Promoter for maintaining various services like maintenance, street lighting, cleaning of all the roads, parks and other development in the Township/ Project.

WHEREAS:

- A. The details of titles ownership of land/ plot are annexed herewith as **Schedule-A**.
- B. The said Land is earmarked for the purpose of building a Group Housing/ Commercial Project in accordance with the layout and plans approved by the Competent Authority, comprising ___ Nos. multistoried apartment buildings as per sanctioned layout, and the said project shall be known as "Gulmohur Garden" ("**Project**").
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- D. The **Ghaziabad Development Authority** has granted the commencement permission to develop the Project vide approval dated **30/08/2019** bearing no. **20180925160153227**.
- E. The Promoter has obtained the sanctioned layout plan approvals for the Project from **Ghaziabad Development Authority**. The Promoter agrees and undertakes that it shall not make any change to these layout plans except in strict compliance with applicable laws.
- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **Lucknow** on dated _____ under registration no. **UPRERA**_____.
- G. The Allottee had applied for an apartment/ plot/ unit in the Project vide application no. _____ dated _____ and has been allotted apartment/ plot/ unit no. ___ having carpet area of ___ sq. mtr. (___ square feet) and total area ___ sq. mtr. (___ square feet) of type _____, on ___ floor in Block- _ ("**Building**") along with garage/ closed parking no. ___ admeasuring ___ square meter in the Project, as permissible under the applicable law and of

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pro rata share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment/ Plot/ Unit**" more particularly described in **Schedule B** and the floor plan of the apartment is annexed hereto and marked as **Schedule C**).

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detained herein.
- I. I. That the project is the part of a township and the layout plan of the township has been sanctioned by the concerned Development Authority wherein land of various projects and purposes has been duly earmarked. The undivided interest in the common areas and facilities of the Apartment/ Plot/ Unit owner shall be confined up to the particular project wherein the Apartment/ Plot/ Unit is situated. The up keeping and maintenance of the township and the Project will be carried out by the Promoter or its nominee, the Apartment/ Plot/ Unit owner(s) shall be liable to pay the township maintenance charges and the maintenance charges of the Project. **(if applicable where the project is the part of a Township)**
- II. That the allottee(s) shall not be entitled and have any right, title or interest in any other project, amenities/ facilities developed apart from the said project in the township. The sports/ club facilities going to be developed in the Township will always remain the property of the Promoter. The Promoter reserves its rights to dispose-off the same or can charge membership fee/ usage charges in accordance with rules and regulations framed under its sole discretion. The township has a master plan wherein areas/ land has been duly earmarked for particular usage, it is not an obligation towards the Company/ Promoter to construct the building over the entire land of master plan, the Promoter may offer/ transfer offer areas of township for development and construction to other developers/ promoters in accordance with usage defined in matter plan and development of these areas will depend upon the market viability. **(if applicable where the project is the part of a Township).**
- III. That the apartment/ plot/ unit shall be sold as an independent apartment/ plot/ unit with undivided interest in the common areas and facilities of the Project subject to the description mentioned in the deed of declaration submitted under section 12 of the Uttar Pradesh Apartment Act, 2010.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notification, etc., applicable to the Project.
- K. 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.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment/ Plot/ Unit and the garage/ closed parking (if applicable) as specified in para G.

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(s) and the Allottee(s) hereby agrees to purchase, the Apartment/ Plot/ Unit as specified in para G;

1.2 The Total Cost of Apartment/ Plot/ Unit (duly specified in para G mentioned above) is **Rs. _____/- (Rupees _____ only)** (total price).

Explanations:

- (i) The total price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Apartment/ Plot/ Unit;
- (ii) GST is applicable for the real estate Project therefore taxes as applicable are payable by the Allottee(s) over and above the consideration amount, the schedule of payment is set out in **Schedule D** and applicable taxes are payable as per payment plan.

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;
- (iv) The Total Cost of Apartment/ Plot/ Unit includes: 1) *pro rata* share in the Common Areas; 2) Area of Apartment/ Plot/ Unit; and 3) garage(s)/ closed parking(s) as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase in area of Apartment/ Plot/ Unit [as per sanction, approval of concerned Development Authority] and increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in area and development charges, cost/ charges imposed by the Promoter/ competent authorities, the Promoter shall enclose the said sanction/ approval/ notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall be applicable on subsequent payments.

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- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule D** ("**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ **N/A**% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Apartment/ Plot/ Unit, plot or building, as the case may be, without the previous written consent of Allottee. Provided that the Promoter may make such minor additions or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the concerned development authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by the Allottee within 45 days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/ Plot/ Unit] as mentioned below:
- (i) The Allottee shall have exclusive ownership of the [Apartment/ Plot/ Unit].
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable which include the timely payment of total price as per the payment plan and interest, if any, on delayed payment.
 - (iii) That the computation of the cost of the [Apartment/ Plot/ Unit] includes recovery of price of land, construction of [not only the Apartment/ Plot/ Unit but also] the Common Areas, internal development charges, external development charges, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project. However, any change/ modification in the plans, as approved by competent authority, may raise the cost for providing such facilities within the Project, in such

case, the Allottee is hereby agrees to bear such costs without any question or objection.

- 1.9 It is made clear by the Promoter and the Allottee agrees that the [Apartment/ Plot/ Unit] along with _____ garage/ closed parking (mechanical/ covered) 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 purposes of integration of infrastructure for the benefit of the Allottee. This Project is being developed by the Promoter in phases/ towers and thus, each and every phase/ tower will be included in the vicinity of this Project i.e. inside this Project. It is also made clear by the Promoter that since the Project is being developed in phases/ towers, therefore, the Promoter may accordingly [as per development] apply for partial completion certificate of the Project with the competent authority. The Allottee has no objection towards the same, if the common area facilities are provided by the Promoter accordingly.
- 1.10 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside this Project, shall not form a part of the declaration to be filed in accordance with the UP Apartment Act 2010/2016.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment/ Plot/ Unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment/ Plot/ Unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.12 The Allottee has paid a sum of Rs. _____/- (Rupees _____ only) as booking amount being part payment towards the Total Cost of the [Apartment/ Plot/ Unit] at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/ Plot/ Unit] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in making payment towards any amount for which is payable, he shall be liable to pay interest @ 9.5% p.a.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter [as and when demanded], within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/ demand draft or online payment (as applicable) in favor of '**SVP Builders (India)**

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Limited' payable at Ghaziabad. Non-issuance of demand letter by the Promoter cannot be a reason from non-payment of any amount by the Allottee.

3. COMPLIANCES 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 and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. In case of any refund of amount to the Allottee, the Allottee shall be entirely responsible to pay the refund remittance charges to his bank and has agreed to not to claim any amount from the Promoter.
- 3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the said Apartment/ Plot/ Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the [Apartment/ Plot/ Unit] to the Allottee and the common areas to the association of the allottees and procurement of completion certificate from the concerned development authority. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/ her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule D ("Payment Plan")**.

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6. CONSTRUCTION OF THE PROJECT/ APARTMENT/ UNIT

6.1 The Allottee has seen the specifications of the [Apartment/ Plot/ Unit] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications Annexed herewith as **Schedule-B & C**. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the **competent authority** and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act or as approved by the competent authority, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

6.2 Fit-out

That although all the major construction of the apartments/ plots/ units will be completed, however the final touch i.e. installation of sanitary ware, kitchen sink, CP fittings, hardware accessories, final touch of paint etc. will be done during the "Fit Out Period". It has been experienced that if the final touch to an apartment/ unit has been given and the possession delays as the allottee(s) do not proceed with, the said finished apartment/ unit get deteriorates with the span of time. Therefore, the concept of Fit Out period has been adopted and being applied. The final touch which will take 6 to 12 months for an individual apartment/ unit and the owner(s)/ allottee(s) may get these final installations done in his/ her/ their own presence, if desired so. Note: The *items in the apartment/ plot/ unit as per the specification (Schedule-B).

7. POSSESSION OF THE APARTMENT/ PLOT/ UNIT

7.1 **Schedule for possession of the said [Apartment/ Plot/ Unit]:** The Promoter and the Allottee agrees and understands that timely delivery of possession of the [Apartment/ Plot/ Unit] by the Promoter and timely payment of installments as per payment plan by the Allottee is the essence of this Agreement. The Promoter, based on the approved plans and specifications, assures to handover possession of the [Apartment/ Plot/ Unit] by 29/08/2024 or within 5 years [with a grace period of 6 months] from the date of start of construction of the Project, whichever is later, 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 Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/ Plot/ Unit] till the date such Force Majeure event persist, 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 confirm that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment [after deduction of the reasonable expenses/ costs incurred by the Promoter on the Allottee's Apartment/ Plot/ Unit till the happening of such Force Majeure event]

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within 180 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the balance money as per the above, the Allottee agrees that he 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 case 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 RWA/ maintenance agency, as the case may be, once all phases are completed. The Promoter shall not charge more than the maintenance charges, as stated in this Agreement, from the Allottee.

- 7.2 **Procedure for taking possession:** The Promoter shall offer in writing the possession of the [Apartment/ Plot/ Unit] to the Allottee in terms of this Agreement. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees/ maintenance agency, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days from the date of completion of the Fit Out period as prescribed above and the Allottee upon receipt of such written intimation from the Promoter shall take the possession of the Apartment/ Plot/ Unit within 30 days from the date of receipt of such written intimation for possession of the Apartment/ Plot/ Unit from the Promoter. Non-payment of the total price of the Apartment/ Plot/ Unit by the Allottee will not entitle the Allottee to take the possession of the Apartment/ Plot/ Unit from the Promoter.
- 7.3 **Failure of Allottee to take Possession of [Apartment/ Plot/ Unit]:** Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the [Apartment/ Plot/ Unit] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/ Plot/ Unit] to the Allottee. In case the Allottee fails to take possession within the time provided, such Allottee shall continue to be liable to pay maintenance charges as applicable. The Allottee(s) shall also be liable for the payments of levy/ penalty/ charges impose by the **competent authority, if any.**
- 7.4 **Possession by the Allottee:** After obtaining the completion certificate and handing over physical possession of the [Apartment/ Plot/ Unit] to the Allottees, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas, to the association of the Allottees/ maintenance agency or the competent authority, as the case may be, as per the local laws.
- 7.5 **Cancellation by the Allottee:** The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/ withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the 30% amount of the total cost of Apartment/ Plot/ Unit. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation. Provided that

where the Allottee has made defaults in making timely payments and 30% amount may not be recovered from the amounts held with the Promoter from the Allottee, the Allottee shall be liable to pay further amount to the Promoter which will be equivalent to the amount of 30% of the total cost of Apartment/ Plot/ Unit. Failure in making such payment shall give the right to Promoter to proceed legally against the Allottee and the Allottee agrees to indemnify the Promoter against all expenses which will incur by the Promoter in recovering its dues from the Allottee. The Allottee further agrees not to claim any amount from the Promoter.

7.6 **Compensation:**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the [Apartment/ Plot/ Unit] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein along with six months grace period; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the [Apartment/ Plot/ Unit], with interest at the rate specified in the Rules within 180 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/ Plot/ Unit]. In all cases of any delay/ deviation in due payment/ installment, eligibility of delayed possession penalty/ compensation would be lapse.

7.7 **DISCHARGE OF OBLIGATIONS AND LIABILITIES TOWARDS THE PROMOTERS**

In all the cases of cancellation/ surrender etc., after refund of the money paid by the Allottee(s), Allottee(s) agrees that he/ she/ they 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.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

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- (iii) The details of encumbrances are defined in **Schedule-E**.
- (iv) There are no litigations pending before any Court of law with respect to the said land, Project or the [Apartment/ Plot/ Unit];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/ Plot/ Unit] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/ Plot/ Unit] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale 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/ Plot/ Unit] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/ Plot/ Unit] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/ Plot/ Unit] to the Allottee and the common areas to the Association of the Allottees as per law/ maintenance agency, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/ or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/ or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/ or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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- (i) Promoter fails to provide ready to move in possession of the [Apartment/ Plot/ Unit] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment/ Plot/ Unit shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest. The Allottee must not be in default of non-payment of installments as per payment plan, to take this benefit; or
- (ii) That where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/ Plot/ Unit].

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, the Allottee shall be liable to pay interest @ 9.5% p.a. to the Promoter on the unpaid amount from the date when it fell due.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months, the Promoter may cancel the allotment of the [Apartment/ Plot/ Unit] in favor of the Allottee and refund the amount of money paid to it by the Allottee by deducting the 30% amount of total cost and the interest liabilities and this Agreement shall there upon stand terminated.
- (iii) In the eventuality of a prolonged delay where the cancellation could not be made by an omission or any other reason or upon receipt of a request from the Allottee for non-cancellation, in exceptional circumstances, the Company/ Promoter may in its sole discretion condone the delay in receipts of payment by enhancing the cost of the Apartment as per the prevailing rates or charging interest @ 18% per annum whichever is higher. The Allottee in such case have to choose out of these two options only and shall not claim any amount in future from the Company/ Promoter.

10. CONVEYANCE OF THE SAID APARTMENT/ PLOT/ UNIT

Promoter

Signature of the Allottee(s)

The Promoter, on receipt of complete amount of the cost of the [Apartment/ Plot/ Unit] under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the [Apartment/ Plot/ Unit] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the completion certificate subject to the time period for Fit Out of the [Apartment/ Plot/ Unit] which will be given to the Promoter under any circumstances. However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/ her favor till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT/ PLOT/ UNIT

- 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 the Allottee(s).
- 11.2 For the up keeping and maintenance of the Project, maintenance charges are applicable and payable by the Allottee(s), various other agreements like maintenance agreement, parking allotment, agreement for supply of electricity energy, power back-up, are also being executed at the time of execution of this Agreement.

The non-refundable **Interest Free Maintenance Security (IFMS)** is payable to the Promoter, Rs. _____/- shall be charge for the Apartment/ Plot/ Unit. The monthly maintenance charges in advance is also applicable and payable that will be charged through the electricity meter and the amount will be utilized for electricity expenses, cleaning, maintenance of lift, parks, roads, security and other amenities falling under the common use and for the common areas of the Project.

“Presently the monthly maintenance charges have been decided for the Apartment/ Plot/ Unit @ Rs. 2.50/- per sq. ft. on the total area of Apartment/ Plot/ Unit. However, the rate will be decided by the Promoter considering the rates of consumable and wages etc. at the time of possession which shall be final and binding on to the Allottee(s).

The 25% amount of IFMS shall be deposited in the head of Project/ Township Maintenance and 15% of the Monthly Maintenance Charges collected from the Apartment/ Plot/ Unit shall be transferred and paid for the Project/ Township Maintenance. The Maintenance Charges from the Apartment/ Plot/ Unit will be collected by way of electricity meter on prepaid basis and the portion described above shall be transferred in the head of Project/ Township Maintenance. The charges of electricity consumptions of the common area of Project and township are included in the maintenance charges; therefore, the electricity supply of Apartment/ Plot/ Unit could be disconnected on account of nonpayment of electricity charges. The Company reserves its rights to apply all the best possible method for collecting the Project/ Township Maintenance Charges, the Project/ Township Maintenance Charges may be collected separately by the Company if required so.

Promoter

Signature of the Allottee(s)

The amount of IFMS will be handed over to A.A.O. (Association of Apartment Owners) at the time of handing over the maintenance and common area of the Project.

Note: NOC from the Promoter/ Maintenance Agency is required for clearance of maintenance dues prior to the subsequent transfer of Apartment/ Plot/ Unit by the Apartment/ Plot/ Unit owner otherwise the subsequent buyer will not be allowed.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years from the date of obtaining completion certificate by the Allottee(s) or from the date of handing over possession, 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 Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that the defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, warp age in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquake etc. The defect liability is not applicable on the bought-out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought-out items, the Company shall cooperate with the purchaser in sorting out the issue. In case the Apartment/ Plot/ Unit owner has made internal changes for the interior of the Apartment/ Plot/ Unit and the layout of the Apartment/ Plot/ Unit has been changed consequently the Allottee(s)/ owner(s) shall not be entitled for the defect liability.

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

The Allottee hereby agrees to purchase the [Apartment/ Plot/ Unit] on the specific understanding that his/ her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/ her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT/ PLOT/ UNIT FOR REPAIRS

The Promoter/ maintenance agency/ association of allottees shall have rights of unrestricted access of all Common Areas, garages/ closed parking's 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/ Plot/ 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.

Promoter

Signature of the Allottee(s)

15. USAGE

Use of Basement and Service Areas: The basement(s) and service 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 shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the maintenance agency/ association of allottees formed by the Allottees for rendering maintenance services.

- 16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT/ UNIT:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/ Plot/ Unit] at his/ her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/ Plot/ 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/ Plot/ Unit] and keep the [Apartment/ Plot/ Unit], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable 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. The Allottee further undertakes, assures and guarantees that he/ she would not put any sign-board/ name plate, neon light, publicity material or advertisement material etc. on the face/ façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the color 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/ Plot/ 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/ Plot/ Unit]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/ or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:

The Allottee is entering into this Agreement for the allotment of a [Apartment/ Plot/ Unit] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. That the Allottee hereby undertakes that he/ she shall comply with and carry out, from time to time after he/ she has taken over for occupation and use the said [Apartment/ Plot/ Unit], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/ Plot/ Unit]/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

Promoter

Signature of the Allottee(s)

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 has been approved by the competent authority(ies) except for as provided in the Act or as approved by the competent authority.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the [Apartment/ Plot/ Unit] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/ Plot/ Unit]. Provided that in case the Allottee fails to honor the payment of EMIs of the bank loan in which the said [Apartment/ Plot/ Unit] is mortgaged and on which basis (i.e. on the representations of the Allottee), the Promoter will issue its NOC to the Bank, in such event, the rights of the Allottee(s) towards the [Apartment/ Plot/ Unit] will be extinguished and the Promoter is entitled to sell the said [Apartment/ Plot/ Unit] to any other prospective buyer [after cancellation of the [Apartment/ Plot/ Unit] from the name of the Allottee] for the purposes of making payment/ settlement to/ with the Bank.

20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the Uttar Pradesh Apartment (Promoter of Construction, Ownership and Maintenance) Act, 2010 and the Uttar Pradesh Apartment (Promoter of Construction, Ownership and Maintenance) Act, 2016 and Real Estate Regulatory Act, 2016.

The Promoter showing compliance of various laws/ regulations as applicable in Uttar Pradesh/ Development Authority.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar 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 forfeited.

22. ENTIRE AGREEMENT

Promoter

Signature of the Allottee(s)

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

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the [Apartment/ Plot/ Unit], in case of a transfer, as the said obligations go along with the [Apartment/ Plot/ Unit] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE.

- 25.1 The Promoter may, at its sole option and discretions, 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 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(s) shall not be construed to be a precedent and/ or binding on the Promoter to exercise such discretion in the case of other Allottee(s).
- 25.2 Failure on the part of the Promoter 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.

26. SEVERABILITY

If any provisions 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.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee(s) 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/ Plot/ Unit] bears to the total carpet area of all the [Apartment/ Plot/ Unit] in the Project.

28. OTHER CLAUSES

28.1 That the amenities like Road, Electricity, sewer and water supply will be provided and determined by the concerned Development Authority concerned up to the boundary of the said Project. The Company/ Promoter will carry out all the above-mentioned amenities within the boundary of the Project i.e., internal development of the Project. The delay in providing the abovesaid facility on the part of the Development Authority concerned shall not be considered the delay on part of the Promoter.

28.2 That the allottee & co-allottee (if any) will have equal share in the Apartment/ Plot/ Unit and in case of death of any of them the allotment will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank of availed a loan. Similarly, in a case where any dispute arises between the Allottee(s), allotment will continue only after providing consent in writing by them and No Objection Certificate from the bank concern. The interest over the delayed payment shall be charged. The dispute whatsoever stated above shall not give any effect to that. In abovementioned circumstances the Company will hold the booking/ allotment for two months only thereafter the Company can cancel the said booking/ allotment and the allottee(s) shall have no claim or right whatsoever except to the claim of refundable amount which shall be refunded after deduction as procedure described above. For the refund the consent of all allottee(s) with respect to the share shall be necessary.

Note: It shall be always clear that if availed loan for the Apartment/ Plot/ Unit the dues of the Banks/ financial institutions shall be refunded directly in all the cancellation/ refund cases. Any amount paid in terms of taxes to the Government or Authority concerned shall not be refunded.

28.3 That any delay on account of the authority for issuance of the completion certificate shall not be considered as a delay in completion on the part of Company/ Promoter. The date of applying the completion certificate shall be presumed as the date of completion, the Company shall not be liable for the penalty for delay in possession after the said date, any claim for delay in possession will be confined up to the date of applying for the completion certificate only. It is also clear that the completion certificate in part could also be obtained after depositing the requisite fee and obtaining the NOC's from all the concerned departments. After the expiry of 90 days from the date of applying for the completion certificate along with all the requisite formalities and documents in case not issued/ provided by the Authority, it shall be deemed as issued, provided in law/ by laws; therefore, the issuance of completion certificate shall not be a reason for denial of taking the possession.

28.4 That it will be necessary to obtain a No Dues Certificate/ NOC from the Company in case of subsequent sale/ sub lease along with due incorporation of the particulars of the subsequent transferee(s) with the Company, and the said NOC will be issued by the Company upon payment of administrative charges @ Rs. ____/- per sq. mtr. of the Total Area of the Apartment/ Plot/ Unit + prevailing taxes.

- 28.5 That a single point electricity connection will be taken for the Project from the Competent Authority and the electricity will be distributed through separate meters to the Apartments/ Plots/ Units through prepaid systems. The Electricity Connection shall be provided for the capacity as opted in the application form ____ KVA and also in accordance with all other Terms and Conditions as per the electricity supply agreement. It has also been agreed by the Allottee that the Allottee has given all time consent to the Company for installation of single point electricity connection in the said tower in which his Apartment/ Plot/ Unit is located. As and when, it will be required to give Allottee's consent to the concerned Electricity Department for single point electricity connection, the Allottee will give his consent in favor of single point electricity connection to the concerned statutory authority/ Electricity Department.
- 28.6 That the Power back-up facility availed as opted in the application form ____ KVA, no request for power back-up facility shall be entertained later on if not availed. The per unit charges of the power back up (i.e. running of DG set) shall be subject to the prevailing rates of fuel at the time of possession.

Note: Any request for reducing the electrical and power back-up loan shall not be entertained and no refund shall made thereon, the said load(s) will be final as opted in booking application.

- 28.7 That in case reissuance of allotment letter, tri partite agreement, permission to mortgage or any other document is required and requested by the Allottee(s) or bank/ financial institution, the Company has sole right to reissue or reject the reissuance. The reissuance at every time shall attract a fee of Rs. 10000/- plus Prevailing Taxes as applicable, as administrative charges and shall be payable by the Allottee(s).

29. 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.

30. 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 the expense [which include legal as well as registration/ stamp fee] of the Allottee. Hence, this Agreement shall be deemed to have been executed at **Ghaziabad, Uttar Pradesh**.

31. NOTICES

Promoter

Signature of the Allottee(s)

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered post at their respective addresses specified below:

Allottee:

Promoter: SVP Builders (India) Limited, 17, Kiran Enclave, Main G.T. Road, Ghaziabad, Uttar Pradesh.

It shall be the duty of the Allottee and the Promoter to inform each other of any change in the 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.

32. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/ her which shall for all intents and purposes to consider as properly served on all the Allottees.

33. GOVERNING LAW

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.
This agreement shall deem to be amended in accordance with the amendments/ changes in the applicable law, rules and regulations.

34. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the tenure 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 discussions, in the event of any dispute whatsoever arising connected with the booking/ allotment of the said Apartment/ Plot/ Unit, the grievances of the consumer shall be referred first to the consumer redressal forum formed by CREDAI for Ghaziabad region. The said allotment is subject to arbitration by the designated committee of arbitrators appointed by the CREDAI. The arbitration proceedings shall always be held in the city of Ghaziabad, Uttar Pradesh, India. The Arbitration and Conciliation Act 1996 or any statutory amendments/ modifications shall govern the arbitration proceedings thereof for the time being in force (the option of arbitration by CREDAI is not compulsory, in case the allottee(s) do not want to proceed with). The Parties can appoint their own arbitrators for the settlement of the disputes. Each Party will appoint an arbitrator of its own side and the two appointed arbitrators will appoint third arbitrator/ Empire, the decision/ award of which will be final and binding on both the Parties and the seat of arbitration shall always be at Ghaziabad.

Further, if the dispute remain unsettled, same may be settle through the Adjudicating Officer appointed under the Act.

Promoter

Signature of the Allottee(s)

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) Mr. _____ son of

(2) Mr. _____ son of

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____
(Authorized Signatory)

WITNESSES:

1. Signature _____
 Name _____
 Address _____
2. Signature _____
 Name _____
 Address _____

SCHEDULE 'A' DETAILS OF TITLE OWNERSHIP

SCHEDULE 'B' PLEASE INSERT DESCRIPTION OF THE [APARTMENT/ PLOT/ UNIT] AND THE GARAGE/ CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'C' FLOOR PLAN OF THE APARTMENT

Promoter

Signature of the Allottee(s)

SCHEDULE 'D' PAYMENT PLAN

SCHEDULE 'E' DETAILS OF ENCUMBRANCE OF THE PROJECT

SCHEDULE A

Details of Title and Ownership of the Company/ Promoter

1. Land area admeasuring 2.4295 hectare owned by SVP Builders (India) Limited by way of Registered Sale Deeds (i) on 19/09/2006 vide Book No. 1, Volume No. 2551, Page no. 56 to 156 and Registration No. 9745 in Sub-Registrar Office- Ghaziabad; (ii) on 05/02/2008 vide Book No. 1, Volume No. 3004, Page no. 332 to 423 and Registration No. 787 in Sub-Registrar Office- Ghaziabad; and (iii) on 11/01/2010 vide Book No. 1, Volume No. 3772, Page no. 327 to 408 and Registration No. 228 in Sub-Registrar Office- Ghaziabad.
2. Land area admeasuring 1.5970 hectare owned by J.P.G. Builders by way of Registered Sale Deed on 09/02/2007 vide Book No. 1, Volume No. 2460, Page no. 285 to 388 and Registration No. 1066 in Sub-Registrar Office- Ghaziabad.
3. Vide registered power of attorney dated 19/01/2008 having registration no. 3, Book no. 4, Volume no. 148, Page nos. 43 to 70 registered before the concerned Sub-Registrar, J.P.G. Builders authorizes SVP Builders (India) Limited to register the apartments/ plots/ units in the Project before the concerned Sub-Registrar, Ghaziabad.

SCHEDULE 'B-1'

SPECIFICATIONS OF THE APARTMENT/ PLOT/ UNIT

FLOORING:

WALLS AND CEILING FINISH:

KITCHEN:

TOILETS:

DOORS AND WINDOWS:

ELECTRICAL:

TV & TELEPHONE:

NOTES:

1. The colour and design of the tiles and motifs can be changed without any prior notice.
2. Variation in the colour and size of vitrified tiles/ granite may occur.
3. Variation in colour in mica may occur.
4. Area in all categories of apartments may vary up to $\pm 3\%$ without any change in cost, however, in case the variation is beyond $\pm 3\%$, charges as applicable.
5. The request for any change in construction/ specification of any type in the Apartment/ Unit will not be entertained.

SCHEDULE 'B-2'

SPECIFICATIONS OF PROJECT- GULMOHUR GARDEN

Total no. of Blocks

Total no. of Apartments/ Flats/ Units

No. of Floors

No. of Flats per Floor per Block/ Tower

No. of Lifts per Block

1. Entrance Lobby of Block
2. Staircase
3. Terrace
4. Visitors/ Differently Able Toilet
5. Basement Area- Lower & Upper Basement
6. Visitor Parking
7. Club
 - a. Community Hall with kitchen and male female toilet-
 - b. Gym-
 - c. Changing Room Male/ Female
 - d. Table Tennis
 - e. Pool Table
 - f. Carrom & Chess Table
 - g. Swimming Pool and Kids Pool (Approx. Area ____ sq. mtr./ ____ sq. ft.)
Swimming Pool:
Kids Pool:
8. Landscaping at PODIUM
9. ESS & DG (Maximum Capacity)
10. Organic Waste Compost Plant
11. STP- 150 KLD-
12. RWA Room
13. Maintenance Room
14. LT Panel Room

Other items specification, not mentioned above, is as per Developers/ Architects direction.

Promoter

Signature of the Allottee(s)

SCHEDULE 'C'

Promoter

Signature of the Allottee(s)

SCHEDULE 'D' - PAYMENT PLAN

Promoter

Signature of the Allottee(s)

SCHEDULE 'E'

Details of Encumbrances

PROMOTER NAME	PROJECT NAME	BANK NAME	LOAN AMOUNT	DISBURSEMENT DATE	LOAN CLOSER DATE

Note: However, at the time of conveyance possession of Apartment/ Plot/ Unit will be handed over free from all encumbrances.

Promoter

Signature of the Allottee(s)