

ALLOTMENT CERTIFICATE

Date:

To:

R/o _____

Sub: Allotment of an Apartment in a proposed Group Housing Project, namely “SG VISTA”, Khasra No. 953, Village-Noor Nagar, Raj Nagar Ext. NH-58, Ghaziabad (U.P.).

Customer Code No.: []

Madam,

This has reference to your application dated _____ along with duly signed terms and conditions of the allotment/payment Plan/ acceptance of the legal documents of the project, for the allotment of an Apartment in the said Project.

We understand that you have full knowledge of the laws, notifications, rules and regulations applicable to the Project and have fully satisfied yourself with the right, title and interest of the Company in the same and have made the application only after clearly understanding your rights, duties, responsibilities and obligations in respect of allotment of the Apartment in the Project.

Relying on your confirmation, representation and assurance to faithfully abide by all the terms, conditions and stipulations of Allotment, we are pleased to allot you an Apartment bearing No. _____ on Floor No. _____ Carpet Area _____ sq.ft., (_____ sqm), Balcony Area _____ sq.ft. (_____ Sqm.) Built-up Area _____ sq. ft. (_____ 8 sqm) Total Area _____ sq.ft. (_____ sqm), and alongwith earmarked one _____ Car parking space in _____ in limited common area & facilities in the Project “SG VISTA” situated at **Khasra No. 953, Village-Noor Nagar, Raj Nagar Ext. NH-58, Ghaziabad (U.P.)**, on the understanding and the terms and conditions as stipulated in the Agreement to sale contained herein attached.

The allotment of the Apartment is subject to the terms and conditions contained in the Agreement to Sale and as per the Payment Plan Opted by you. The terms and conditions contained in the Agreement to Sale shall prevail over all other representations, assurances, orally or otherwise, given in the brochures, advertisement, price lists and any other sale document.

Allottee's Signature

The allotment of the Said Apartment does not entitle you to any rights in the Said Project, till:

Until a sale deed is executed and registered, SG Estates Pvt. Ltd., shall continue to be the owner of the apartment and also the construction thereon and this allotment shall not give to the buyer(s) any rights or title or interest therein or even though all payment have been received by the SG Estates Pvt. Ltd.. The SG Estates Pvt. Ltd.. shall have the first lien and charge on the apartment for all its dues that may become due and payable by the buyer(s) to the SG Estates Pvt. Ltd.

The Promoter in compliance of section 13 (1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale **within 10 days after receipt of 10% payment** of the said Apartment in favour of the Allottee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908. The same will be done by the buyer when called upon so by the company on modification by Govt. The parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence attached Agreement for Sale.

Thanking you,

Yours faithfully,

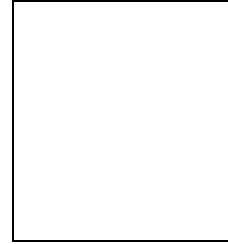
For SG Estates Pvt. Ltd.

AUTHORIZED SIGNATORY

Allottee's Signature



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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at **Ghaziabad** on this _____ day of _____ 2023.

BY AND BETWEEN

Promoter (CIN No. U70101DL1984PTC017265)

M/s. SG Estates Pvt. Ltd., a Company incorporated under the provisions of the Companies Act, 1956, having its Site Office at Khasra No. 953, Village-Noor Nagar, Raj Nagar Ext. NH-58, Ghaziabad (U.P.), and Registered office at GF-03, Uppal Plaza, M-6, Jasola District Centre, New Delhi-110025, CIN No. U70101DL1984PTC017265, through Authorised Signatory, Mr. _____, hereinafter referred to as the “**First Party and/or Company/or Promoter**”, which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assigns, of the **ONE PART**.

AND

Applicant

1. **Mr/Ms** _____ **..PAN No.** _____

2. **Mr/Ms** _____ **..PAN No.** _____

hereinafter singly/ jointly, as the case may be, referred to as the “**Second Party and/or Allottee(s)**”), which expression, unless repugnant to the context or meaning thereof, shall mean and include his/her/their respective legal heirs, legal representatives and assignees, of the **OTHER PART**.

The promoter and allottee shall hereinafter collectively be referred to as the parties and individually as Party.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER :

DEFINATIONS: In this Agreement to Sale unless the context otherwise requires is as under :-

- 1) **Competent Authority:**— Competent authority means the local authority or any authority created or established under any law for the time being in force by the appropriate Government which exercises authority over land under its jurisdiction and has powers to give permission for development of such immovable property.
- 2) **Local Authority:**— Local authority means the Municipal Corporation or Municipality or Panchayats or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction.
- 3) **Company Name:** – SG Estates Pvt. Ltd., Registered Office: GF-03, Uppal Plaza, M-6, Jasola District Centre, New Delhi-110025
- 4) **Promoter : -**
 - (i) A person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or
 - (ii) A person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon.
- 5) **Real Estate Project :** means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartment, as the case may be, for the purpose of selling all or some of the said apartments or plots or building, as the case may be, and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto.
- 6) **Project Consultant:-** A professional team connected with the Real Estate project.
- 7) **Real Estate Agents:** – means any person, who negotiates or acts on behalf of one person in a transaction of transfer of his plot, apartment or building, as the case may be, in a real estate project, by way of sale, with another person or transfer of plot apartment or building, as the case may be, of any other person to him and receives remuneration or fees or any other charges for his services whether as commission or otherwise and includes a person who introduces, through any medium, prospective buyers and sellers to each other for negotiation for sale or purchase of plot, apartment or building, as the case may be, and includes property dealers, brokers, middlemen by whatever name called.
- 8) **Application:** -An application made to the Authority for registration of the real estate project in such form, manner, within such time and accompanied by such fee as may be specified by the regulations made by the Authority.
- 9) **Legal Title:** - Legal title of the land on which development of the project is proposed along with legally valid documents with authentication of title.

- 10) **Sanctioned Plan:**— means the site plan, building plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority.
- 11) **Apartment:** – Apartment whether called block, chamber, dwelling unit, flat, office, showroom, shop, go-down, 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 go-down or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified.
- 12) **Carpet Area:**— Carpet area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- 13) **Common Area :** -means
- (i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
 - (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
 - (iii) terraces, parks, play ground and common storage spaces;
 - (iv) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - (v) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;
 - (vi) All other common areas and facilities, which are not included hereinbefore, shall be treated as limited common areas and facilities and shall be reserved for use of certain apartment or apartments to the exclusion of other apartments as well as independent areas which may be sold by promoter without the interference of other apartment owner(s).
- 14) **Independent Area :** - means and includes the convenient shops, Club and other such areas, which have been declared but not included as common areas, for joint use of apartments and may be sold by the Company, with or without constructions, wholly or in part(s), without the interference of other apartment owners. Constructions in Independent Area includes Construction of Convenient Shops as per approved Plan in the Project. Convenient Shops so constructed will be within Project Plot area but will not be bounded by boundary walls of the project so as to have access to shops by both apartment owners and public at large. For not constructing /erection of Boundary walls in front of Convenient Shops allottees, give their concurrence and have no objection. However, Developer will ensure that adequate steps are taken by them by putting up fencing/barricade to ensure the security of the project.

- 15) **Limited Common Area & Facilities:** - means those common areas and facilities within the Project earmarked/ reserved including Open / Basement (Lower / Upper) car parking spaces, storages, etc. for use of certain apartment or apartments to the exclusion of the other apartments owners.
- 16) **Default Status :-**Booking of the Flat will be treated under default status if Payment is not made within 30 days of demand raised as per agreed Payment Plan.
- 17) **Development Work:**– means the external development works and internal development works on immovable property.
- a) **External Development Works:-** includes roads and road systems landscaping, water supply, sewage and drainage systems, electricity supply transformer, sub-station, solid waste management and disposal or any other work which may have to be executed in the periphery of, or outside, a project for its benefit, as may be provided under the local laws to be developed by GDA (Ghaziabad Development Authority).
- b) **Internal Development Works** means roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, energy management, fire protection and fire safety requirements as per present norms, or any other work in a project for its benefit, as per sanctioned plans.
- 18) **Completion Certificate:** -means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- 19) **Defect Liability Period:-** That there will be defect liability period of Five years as per Uttar Pradesh Real Estate (Regulation and development) Rules , 2016, from the date of issue of completion certificate of the respective tower/offer of possession whichever is earlier. 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, normal wear & tear, Pest etc. shall not be considered as defect. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes 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 co-operate with the purchaser in sorting out the issue. In case the flat owner(s) has/have made internal changes for the interior of the apartment/unit **including covering of balcony in any form** and the layout of the apartment has been changed consequently the allottee(s)/owner(s) shall not be entitled for the defects liability period.
- 20) **Facilities of Project:** - means green area, club, (Multi-purpose Hall, Air Conditioned Gym, Indoor Games, Pool Table etc). as prescribed in the specification of the project.
- 21) **Applicant:**–means persons, applying for allotment of the said apartment / unit, whose particulars are set out in the booking application form and who has appended his signature in acknowledgement of having agreed to the terms & conditions of the booking application form.

- 22) **Allottee:** - Allottee in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether a freehold or leasehold) otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent.
- 23) **Date of Booking:-** The date of Booking of flat /apartment shall always be deemed/treated as the date of Booking application form with which token money for booking of the flat /apartment has been tendered. However, Booking will be confirmed only on the receipt of 10% of value of Flat. Company reserves the right to accept or reject the booking.
- 24) **Allotment Letter:** - Confirmation of booking of Apartment / unit by the Company, a formal document containing the terms and conditions of allotment, duly executed between the Company and intending Allottee(s).
- 25) **Payment Plan:** - means plan of payment agreed for the payment of cost of the unit / apartment and other charges and signed by the applicant at the time of booking of the apartment / unit in the project along with booking application form and also annexed with Agreement to Sale.
- 26) **Agreement to Sale:-“Agreement”** shall mean the Agreement comprising detailed terms & conditions for the allotment of the apartment / unit.
- 27) **Earnest Money:-** means **10%** of the Sale price of the Said Apartment.
- 28) **Preferential Location Charges (PLC):** - means the charges for preferential location of the Said Apartment chargeable on the basis of the Carpet Area.
- 29) **Interest:** – means the rates of interest payable by the promoter or the allottee, at the rates specified
- 30) **Consideration:** -means the total sale price payable for the Said Apartment as detailed in the agreement of sale of the unit / apartment.
- 31) **Taxes:** - means any and all Taxes paid or payable by Company and/or its contractors by way of GST, labour cess, metro cess, levies and education cess, any tax or other taxes by whatever name called in connection with the development/construction of the area or Said Apartment/Said Building/ Project, which are levied now or which may be imposed in future.
- 32) **Cancellation:** -means cancellation of booking of apartment / unit due to failure in payment as per agreed payment plan at the time of booking and breach of terms & conditions of booking as detailed in agreement to sale.
- 33) **Restoration:** -means condoning the delay in payment / breach of terms & conditions of booking at the sole discretion of promoter and restoring the allotment of the Apartment / unit on payment as detailed in agreement to sale.
- 34) **Date of possession:**—means as date of offer of possession by the promoter as mentioned in the agreement to sale **plus extendable by six month grace period** and subsequent execution of Conveyance Deed / Transfer Deed.

- a) **Fit Out Period:** - After completing the construction/offer of Possession (The final touch i.e. installation of sanitary ware, kitchen sink, CP fittings, Hardware Accessories, final coat of paint (Items as per specifications of the Apartment/Unit) will be given to the Apartment/Unit during fit-out period. The duration of said fit-out is 4 months from the date of final payment of dues.
- 35) **Maintenance Agreement:** - An agreement to be entered into between the apartment owner / unit owner and facility providing agency after execution of Conveyance/ Transfer Deed of apartment / unit and role of promoter finally concluding, for upkeep and maintenance of the project by the Facility Providing Agency.
- 36) **Association of Apartment owners:** - means all the owners of the apartments in the project therein, acting as a group in accordance with the byelaws as per U.P. Apartment Act 2010. Under Clause (e) of sub-section (4) of the Section – 11 of the Act.
- 37) **Apartment Owner :** - means the person or persons owning an apartment or the promoter or his nominee in case of unsold apartments in the project and an undivided interest in the common areas and facilities appurtenant to such apartment in the percentage specified in the Deed of Apartment.
- 38) **IFMS:** - Interest Free Maintenance Security. Security amount deposited for the use of upkeep / updaton / management and maintenance of the project in case recovery of maintenance charges **or any other amount due from Allottee** are delayed.
- 39) **Insurance :-** The promoter shall obtain all such insurances in respect of -
 i) Title of the land as a part of the real estate project; and
 ii) Construction of the real estate project.
 And Charges are payable by allottee on pro-rata basis
- 40) **Force Majeure** - means :
 i) Non-availability of steel, other building material, water or electric supply;
 ii) War, civil commotion, any lockdown by Government, Pandemic or act of God;
 iii) Any notice, order, rule, notification of the Government and/or other public or competent authority which prohibits promoter from undertaking the project / receipt of approval.
 iv) The Promoter herein is also entitled for extension of time for handing over possession of the said apartment as may be permitted by the Regulatory authority under provisions of section 6 of the Real Estate (Regulation and Development) Act, 2016.
- 41) **Apartment Ownership Act:** shall mean U.P Apartment (promotion of construction, ownership and maintenance) Act 2010 and rules made that under.
- The word and expressions used herein but not defined in this agreement and defined in the act or in the apartments ownership act or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

W H E R E A S:

- A.** The Promoter Company has acquired a piece and parcel of free hold land admeasuring 6177 sq. meters located at Khasra No. 953, Village-Noor Nagar, Raj Nagar Ext. NH-58, Ghaziabad (U.P.), (hereinafter referred to as the 'Said Land') acquired by it by virtue of Sale deed Registered in sub-Registrar Office, Ghaziabad with (Registration no. 15445, Zild No. 19931, Page no. 93 to 124 dated 9th November 2022) and thereby is the absolute and lawful owner of above said land and hereinafter referred to as the "Said Land".

- B.** The Promoter herein has floated the ownership scheme on the said Land under the name and style of **SG VISTA** consisting of residential flats & convenient shops. Though the Promoter herein has right to develop the “Said land”, the Promoter has decided to carry out construction / development. Project is registered with UPRERA vide registration no. UPRERAPRJ_____ and all details are available on portal www.up-rera.in
- C.** The Promoter has completed all the legal formalities with respect to the right, title and interest of the Promoter in respect of the said land on which the said project is to be constructed. The promoter herein alone has sole and exclusive right to sell the Apartments/Commercial/Convenient shops in the said project to be constructed by the Promoter on the said land and is fully competent to enter into agreement/s with the Allottee/s, lease, mortgage, of the Apartments and to receive the sale price in respect thereof.

D. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE :-

And whereas the allottee demanded from promoter and the Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest or right to construct buildings/s, and also given for inspection of all documents to the Allottee/s, viz. the plan design and specification prepared by the Architect. The Allottee/s having acquired himself/herself/themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

- E.** At any stage during the implementation of the Project the Promoter shall be at liberty to sell, assign or transfer or enter into joint venture/partnership or mortgage or demerge or convert itself to another entity having different name or otherwise deal with its title and interest in the said land and buildings to be constructed without affecting the rights granted in favour of the Purchaser in respect of the apartment agreed to be purchased by Allottee/s as per the terms of the Agreements.
- F.** The promoter herein has engaged the services of architects for preparation of the layout and drawing of the buildings, further has also engaged the services of structural engineers for preparation of structural design and the construction of Building/s shall be under the professional supervision of the said Architects and the structural engineers as required under the bye-laws/development control rules of the local/planning authority.
- G.** That the building plans of entire proposed Group Housing have been duly sanctioned by the GDA (Ghaziabad Development Authority) dated 23.08.2023 permit Number Group Housing/04397/GDA/BP/22-23/1392/020222023. The complex Residential apartments/ convenient shops along with the common area and facilities as well as with the facility of parking spaces and community facilities viz. Club etc. The Parking spaces have been declared in limited Common areas and facilities. The convenient shops of entire complex, community facilities (Club) have been declared as Independent areas.

The Exit & Entry points shown in the approved plan (drawings) and shown to us at the time of Booking of the flat in the drawings or at the time of execution of Buyer's Agreement are subject to change of location depending upon the suitability of the project and as decided by the Developers for which allottees has no objection and gives their concurrence for relocation of Entry/Exit points in the project from the shown in approved plans.

Requisite number of car parking both covered and open will be provided in the project while covered car parking spaces will be in Basement (Lower, Upper & Stilt) but location of open car parking spaces can be shifted by the Developer from the approved plan depending upon the suitability of open car parking spaces to which we allottees have no objection & accord our concurrence.

- H. External Development: - That the External Development work upto the boundary wall of the project like road, electricity, sewer and water supply are to be developed by local authorities / GDA (Ghaziabad Development Authority).
- I. The Internal Development :Road, to connect the main lines to supply of Internal Panels water line and sewerage disposal are to be developed by the promoter company within the project boundary line.

I-A. FLOOR SPACE INDEX (FSI)

The promoter hereby declares that total density/nos. of units are 144 plus convenient shops.

The allottee has agreed to purchase the said apartment on the above said density and on the understanding that they will be entitled to such percentage of un-divided interest in common area and facilities.

- J. The said project shall be developed and completed by the promoter in accordance with the sanctioned plans, layout plans and specification as approved by the competent authorities. The Promoter agrees and undertakes that any changes to the sanctioned/approved building / layout plan will be as per and subject to applicable laws and applicant thereby give consent to the same.
- K. And whereas the promoter has got some approvals from the concerned local authority the plans, specifications, elevations, sanction and of the said buildings and shall obtain balance approvals from various authority from time to time so as to obtain building completion certificate.

And whereas while sanctioning the said plan concerned local authority/ or Govt., has laid down certain terms & conditions /stipulation and restrictions which are to be observed and performed by the promoter while developing the said land and the said building and upon due observance and performance of which only the completion certificates in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said sanctioned plans.

- L. The Promoter has registered the Project with UP Real Estate Regulatory Authority and Registration no. is **UPRERAPRJ** _____. All project details can be seen on www.up-rera.in
- M. The Allottee has applied for apartment in the said project vide application no. Nil dated _____ and has been allotted Apartment bearing No. _____ on Floor No. _____ detailed as Carpet Area _____ sq.ft., (_____ sqm), Balcony Area _____ sq.ft. (_____ Sqm.) Built-up Area _____ sq. ft. (_____ sqm) Total Area _____ sq.ft.(_____ sqm) alongwith earmarked One _____ Car parking space in _____ in limited common area & facilities more particularly described in **Schedule - A & B**

- N. Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee/s hereby agrees to purchase the Apartment and with the earmarked as parking space in limited common area & facilities.
- O. The Allottee/s prior to execution of these presents has paid to the Promoter a sum of Rs. _____ (Rupees. _____ only) as advance payment as a part of Booking amount deposited (the payment and receipt whereof the Promoter does hereby admit and acknowledge) and the Allottee/s has agreed to pay the remaining price of the Apartment as prescribed in the payment plan as may be demanded by the Promoter within the time and the manner specified therein.
- P. The Promoter in compliance of section 13 (1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Apartment in favour of the Allottee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908. The parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.
- Q. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.

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. ARRANGEMENT BETWEEN THE PARTIES:

- 1.1 The Promoter hereby agrees to sell to the Allottee, and the Allottee hereby agrees to purchase the Apartment, subject to the terms & conditions detailed in this agreement.
- 1.2 Subject to fulfillment by the Allottee of its obligations contained in this Agreement including under 3.1, 3.3 & 3.4, the Promoter agrees and acknowledges, upon conveyance the Allottee shall have exclusive ownership of the said Apartment and undivided proportionate share in the Common Areas and facilities.
- 1.3 The Allottee confirms that since the share/interest of Allottee in the Common Areas and facilities 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 and facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable.

2. CONSTRUCTION OF THE PROJECT/APARTMENT:-

The Promoter shall construct/develop the said project on the said land in accordance with the plans, designs, specifications sanctioned/approved by the concerned local/planning authority and which have been seen and approved by the Allottee/s herein with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them and any such changes subject to permissible in the law.

3. CONSIDERATION / PRICE OF THE SAID APARTMENT:-

3.1 The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell the Apartment bearing No. _____ on Floor No. _____ of Carpet Area _____ sq.ft., (_____ sqm), Balcony Area _____ sq.ft. (_____ Sqm.) Built-up Area _____ sq. ft. (_____ sqm) Total Area _____ sq.ft.(_____ sqm,) hereinafter referred to as “the said Apartment”) which is more particularly described in the **Schedule – A** and shown in floor plan **Schedule – B** at the total price/consideration for the said Apartment **which** includes as mentioned under:

1. Cost of proportionate Land
2. Proportionate cost of common areas and facilities appurtenant to this premises, the nature, extent and description of the Common areas and facilities which are more particularly described in the Schedule.
3. Cost of providing Electric Wiring in Flat/ Project
4. Firefighting System as per present norms
5. Cost for providing all other facilities (except club, commercial facilities/convenient shops) as provided within the project.
6. The apartment is also attached with earmarked [One Car Parking Space] in limited common areas in and facilities as per clause -28. ||

The total price does not include additional charges:

A.

I. Cost of Flat

		Cost of flat Rs.	Applicable GST Rs. *	Total Cost Rs.
	1	2	3	4
i)	Basic Cost of Apartment @ Rs. _____ /- per sq.ft. x Carpet Area			
	Total (A)			

* GST is calculated @ ____ now. This may change as per Government notification.

II. Possession Related Charges:

		Cost Rs.	Applicable GST Rs.	Total Cost Rs.
	1	2	3	4
i)	Power Back-up Charges @ Rs. 30000/- per 1 KVA for _____ KVA	0.00	0.00	0.00
ii)	Electrical System including infrastructure cabling, Power Back Up repaid Meter etc.	50000.00	2500.00	52500.00
iii)	Water & Sewerage Connection Charges	20000.00	1000.00	21000.00
iv)	Legal Charges	20000.00	1000.00	21000.00
v)	Labour Cess*			
	Outer IGL Pipeline Charges	7500.00	375.00	7875.00
	Total (B)	97500.00	4875.00	102375.00

*Labour Cess will be calculated at the time of offer of possession & advised.

III. Advance Maintenance Related Charges (GST @18%)

IFMS @ Rs. 30 per sq. ft on Total Area

Advance Maintenance Charges (For 24 months) @ Rs. 2.50/- per sq. ft. on total area subject to cost Index

Advance Common Area Electricity Charges @ Rs. 15000/- (Replenished on Exhaust)

Advance Sinking Fund Charges (For 24 months) @ Rs. 1/- per sq. ft. on total area subject to cost index

Advance Recurring and monthly expenses of Club @ Rs. 700/- per month subject to cost index

Plus GST, where applicable at the rates prevailing at the time of payment

Note:

1. Demand in respect of Item No. II & III will be raised only at the time of offer of Possession

2. Rates of GST applicable will be rates applicable on the date demand is raised.

The total price above includes the booking amount paid by the allottee to the promoter towards the allotment

3. Stamp Duty and related charges for Registration of Sale Deed will be borne by the Allottee

- 3.2 The Total Price is escalation – free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule /regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 3.3 The Allottee/s agrees and understands that timely payment towards purchase of the said apartment as per payment plan/schedule hereto is the essence of the Agreement. The Total Price above includes the booking amount paid by the allottee/s to the Promoter towards the said Apartment. The Allottee/s herein is well aware that, construction /development of the said project in which the said Apartment is situated is under progress on the said land and considering the present status of the same, the Allottee/s has agreed to pay the aforesaid total price/consideration to the Promoter as per Schedule – C.
- 3.4 The Allottee hereby further agrees to pay immediately upon demand by the Promoter, (i) any increase on account of development charges payable to the competent authority, (ii) additional fire safety measures are undertaken by the Promoter due to any subsequent legislation / Government order, directives, guidelines or change / amendments in Fire Codes including the National Building Code, (iii) any increase in charges/ taxes (including but not limited to GST, cess and any other similar taxes, duties, levies, cesses etc., and/or (iv) any other additional taxes, duties, premium, surcharges, charge, levies, dues, fees etc., by whatever name called, which may be levied, recovered or imposed by the competent authority from time to time up to the date of handing over the possession of the said Apartment and/or after the handover with retrospective effect. The Allottee hereby, always indemnifies the Promoter from all such levies, cost and consequences. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, taxes, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

3.5 Payments:

- 3.5.1 The Allottee(s) agrees to pay the sale price of the Said Apartment and other charges, as stipulated in this agreement vide Para 3.1. The Allottee herein is well aware that Construction/development of the said project in which the said apartment is situated is under progress in the said land and considering the present status of the same the allottee has agreed to pay the aforesaid total price to the promoters mentioned in Para 3.1.
- 3.5.2. The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the Promoter within 15 days from date of issue of letter. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the GST and such other taxes, cesses, charges etc., without any delay along with each installment.
- 3.5.3. In-case the Allottee(s) wants to avail of a loan facility from his employer or financial institution(s) to pay the consideration of the Said Apartment allotted herein, the Promoter shall facilitate the process subject to (a) the terms of the financial institution(s) shall exclusively be binding and applicable upon the Allottee(s) only, (b) the responsibility of getting the loan sanctioned and disbursed as per the payment schedule will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Promoter, as per Payment Plan, shall be ensured by the Allottee(s), failing which, the Allottee(s) shall be governed by time provision contained in clause No. 6 below. (c) In case of default in repayment of dues of the financial institution(s) by the Allottee(s), the Allottee authorizes the Promoter to cancel the allotment of the Said Apartment and refund the amount received till that date after deduction of earnest money (as specified in Para – 11 below), directly to financial institution(s) on receipt of such request from financial institution(s) without any reference to the Allottee(s). (d) Any unpaid amount, payable by the Allottee(s) on account of sale price, interest accrued and the other charges, shall always be treated as first charge of the Promoter on the Said Apartment notwithstanding the claim of the financial institution(s). (e) Any such loan shall always be deemed to be subject to the terms and conditions of this Agreement, which shall prevail upon the conditions of the financial institution(s) for sanction of the same.
- 3.5.4. The promoter shall not be responsible towards any third party making payment / remittance on behalf of allottee and such third party shall not have any right in the application /allotment of the apart in any way and promoter shall issue the payment receipt in favour of allottee only.
- 3.5.5. That the dimensions shown in the brochure, map or any other document for inner areas of apartment have been shown on brick wall to brick wall basis.
- 3.5.6. Further any alteration / modification as the company may deem fit or as directed by any competent authority(ies) resulting $\pm 3\%$ change in the Carpet area of the apartment there will be no extra charge / claim by the company also the allottee(s) shall not be entitled for any refund. However, any major alternation / modification resulting in more than $\pm 3\%$ in Carpet Area of the apartment, any time prior to and upon the possession of the apartment the company will intimate to the allottee (s) in the writing the changes thereof and the change in the enhanced cost of apartment. The Allottee(s) have to pay that amount to the company. No other claim of the allottee (s) shall be considered in this regard. It shall always be clear that any alteration / modification resulting in more than $\pm 3\%$ change than the demand or refund shall be applicable on the rates at the time of booking for the entire area eg. : for $\pm 3\%$ change the demand or refund shall be applicable for total $\pm 3\%$ area.

4. MODE OF PAYMENT:

Subject to the terms of the Agreement and the agreed payment plan the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of “**SG Estates Pvt. Ltd. Collection Account for SG VISTA**” payable at New Delhi/Ghaziabad.

5. ADJUSTMENT /APPROPRIATION OF PAYMENTS:-

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

6. INTEREST ON UNPAID DUE AMOUNT:

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest. The allottee(s) have to pay that amount to the company at the rate equal to State Bank of India MCLR (3 years) + 1% plus applicable GST with monthly rests on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment along with applicable GST provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the promoter. The Compound interest may be informed to the allottee/s from time to time and the allottee/s has/have agreed to pay the same as and when demanded.

7. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL /PLANNING AUTHORITY:-

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government including Environment department at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or any time thereafter. The Promoter shall before handing over possession of the said apartment to the Allottee/s herein, obtain from the concerned / local authority; the completion certificate in respect of the said Project provided that the allottee has paid all dues payable under this agreement in respect of the said apartment to the Promoter and has paid the necessary maintenance amount /deposit, GST and other taxes payable under this agreement of the said apartment to the Promoter.

8. SPECIFICATIONS AND AMENITIES/FACILITIES :-

- 8.1 The specifications and amenities/facilities of the apartment to be provided by the Promoter in the said project and in the said apartment are those that are set out in **Annexure – C**, (Unit specifications) hereto. Common amenities/facilities for the project on the said land are stated in the para 8.3 and in **Annexure – A**, (Project specification) and **Annexure-B** (Specification for amenities) annexed hereto. In the project multi storied high rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customization permitted inside the said apartment. Changes such as civil, electrical, plumbing etc., shall not be allowed during construction and after delivery of possession.

8.2 Club House(Multipurpose Hall, Air Conditioned GYM, Pool Table) as prescribed in Project Amenities

As per sanctioned plan of the project the promoter undertakes to develop a club house for recreational purposes for the Allottee and other occupants in the projects. The club house facilities provided independent area may be used by the Allottee as per terms and conditions of use and enjoyment laid down by the promoter / AOA. The promoter shall be entitled to receive permanent membership of the club house as per rates prescribed in the schedule. Further, the Allottee shall be liable to pay the Club House user and Maintenance charges as per applicable rates and agree to abide by the rules and regulation formulated by the promoter/AOA. Moreover, Club House will ever belong to Promoter and Allottee/ AOA have no rights to claim in future any for the ownership rights of the club

8.3 Facilities of Project: - means green area, club, as prescribed in the specification of the Project. All the Allottees of Residential Apartments of **SG VISTA** are entitled for following facilities along with club membership. Allottee agrees to pay the monthly recurring charges which are mandatory towards the usage/maintenance of the club and are described in detail in the Maintenance Agreement.

Club:

A Club will be constructed with super area of approx. 925 sq. meters (Approx. 10,000.00 Sq.ft.) will be provided.

Green area Facilities:

- i) Area : Total area 600 Sq. mtr. (6450 sq.ft.)
Grass/Grass Lawn/Plant/Trees.
- ii) Lighting : Pole lights
- iii) Toddler Multi Play Station: 1 no.
- iv) Jogging Track : 1 no.

Safety Features:

- i. 3 – Tier Security - 24 x 7 security personnel , Intercom, CCTV Camera at main Entry & Exit point
- ii. Gated Complex
- iii. Firefighting System as per present norms of Fire Fighting Department.

8.4 Constructions in Independent Area includes Construction of Convenient Shops as per approved Plan in the Project. Convenient Shops so constructed will be within Project Plot area but will not be bounded by boundary walls of the project so as to have access to shops by both apartment owners and public at large. For not constructing /erection of Boundary walls in front of Convenient Shops allottees, give their concurrence and have no objection. However, Developer will ensure that adequate steps are taken by them by putting up fencing/barricade to ensure the security of the project.

9 COMPLIANCE OF LAWS RELATING TO REMITTANCES :-

9.1 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 there under or any statutory amendment(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.

- 9.2 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 the Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

10. **TIME IS ESSENCE:-**

Time is 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 to the Allottee and the common areas to the association of the allottee/s after receiving the completion certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per Payment Plan in clause –3.1 in this agreement.

11. **Earnest Money**

The Allottee(s) hereby authorizes the Promoter to forfeit, out of the amounts paid/payable by it, the earnest money, as mentioned herein, in the event of cancellation of allotment on account of failure of the Allottee(s) to perform its obligations or fulfill the terms and conditions stipulated herein. In such situation, the Promoter will refund the amount, if any, over and above earnest money. **However in case of the booking done through any dealer/brokers/channel partners the amount paid towards brokerage/commission will also be forfeited.**

12. **PAYMENT OF TAXES:**

- 12.1 The Purchaser/s herein is well aware that, the State Government of U.P., has imposed GST on the agreed consideration, for the transaction for sale of apartment by the Promoter to the Allottee of the apartments and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Government of U.P., has imposed on the Promoter and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promote to deposit / pay the same to the Government of U.P.
- 12.2 The Allottee/s herein is well aware that, the Central Government of India has imposed GST on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of apartments by the Promoter to the Allottee/s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoter and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.

- 12.3 If at any time, after execution of this agreement, the GST, etc., is increased under respective statute by the Central and State Government respectively and further at any time before or after execution of this agreement any additional taxes/duty/charges/premium /cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that 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.
- 12.4 The Purchaser/s herein is well aware that, the central Government of India has inserted Sec.194-1A. in Income Tax Act 1961 imposed responsibility on Allottee/s if consideration payable by the Allottee/s to the Promoter is more than Rs. 50,00,000/- then at the time of credit of such sum to the account of the Promoter or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Allottee/s herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produced original Challan-cum-statement in Form No. 26QB and Form 16B u/s 194-1A of Income Tax Act 1961 read with Income tax Rule 30(a) (2A) & 31A or 16B in the name of Promoter herein with PAN, then only the Promoter will acknowledge receipt of part consideration of said tenement for the amount equal to deducted and paid under such Challan-cum-statement.
- 12.5 Provided that, at the time of handing over the possession of the said tenement if any such Challan-cum-statement in Form 26QB and Form 16B (or by whatever name called) is not produced by the Allottee/s, then Allottee/s herein shall deposit amount as interest free deposit with the Promoter equivalent to the amount which is to be paid by the Allottee/s under aforesaid provision and which deposit amount will be refunded by the Promoter to the Allottee/s on submitting Challan-cum-statement in Form No. 26QB and Form 16B within 15 days from the end of the month in which possession of the tenement is delivered by The Promoter to the Allottee/s.
- 12.6 Notwithstanding anything contents stated hereinabove, the liability to pay the aforesaid taxes, etc., will be always on Allottee/s of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interest 11% per annum plus applicable GST and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the Promoter. The Allottee/s herein with due diligence has accepted the aforesaid condition.

12.7 Labour Cess:

The Building and other Construction Worker's Welfare Cess Act. 1998 :

Levy and Collection of Cess: It shall be levied and collected as cess for the purposes of the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, at such rate not exceeding two per cent, but not less than one per cent, of the cost of construction incurred by an employer, as the Central Government may, by notification in the Official Gazette, from time to time specify.

13.0 MUNICIPAL/PROPERTY TAX AND OTHER UTILITY CHARGES

- 13.1 The Allottee(s) shall pay Municipal/Property/House Tax by whatsoever name called, levied or to be levied, by any local or statutory authority, from time to time on the Said Apartment from the date of offer of possession.
- 13.2 So long as the Said Apartment is not separately assessed, from the date of offer of possession, the Allottee(s) shall pay proportionate share of such taxes, liabilities, if any, in proportion to the super area of the Said Apartment to the maintenance agency or to the Promoter, who, on collection of the same from the Allottee(s), shall deposit the same with the concerned authorities.
- 13.3 Electric Meter will be obtained by Allottee directly from PVVNL. Company on its part will develop the internal infrastructure and will install the meter for Power Back-up. The Company will arrange sanction of the required electricity load in the said Complex from PVVNL. The Electric consumption charges (both common area & Power Back-up) along with Maintenance related Charges of the Complex /flat will be directly payable through pre-paid meter. Separate bill for consumption of Power Back-up Charges which will be payable by the Allottee, as per consumption shown in the meter and unit cost will be on the basis of actual expenses arrived at from time to time. The rate per unit will be decided by Maintenance Company. However, Power Back Up consumption charges for common area & common facilities will be payable on monthly basis. Initially an advance of Rs. 15000/- will be taken in the name of Maintenance Agency /Company towards common area electricity charges and Corpus built, prorata charges debited to these Corpus on month to month basis. On exhaustion of this Corpus, Corpus funds will have to be replenished by Allottees. The Allottee(s) shall be responsible to pay to various government / private authorities all charges pertaining to consumption of electricity, water and other utility services provided in the Said Apartment as per the bills raised. If there is any change in Electricity metering policy by the PVVNL in between that will be carried out and allottee gives consent for the same.
- 13.4. The Allottee(s) shall be responsible to pay to various government / private authorities all charges pertaining to consumption of electricity, water and other utility services provided in the Said Apartment as per the bills raised.
- 13.5 The Allottee(s) shall be liable to pay power back-up charges in respect of the Said Apartment on actuals through the pre-paid metering system.
- 13.6 The Allottee(s) shall pay Water Tax/ Water charges and sewerage tax by whatever name called levied or to be levied by any local or statutory authority, from time to time on the Said Apartment from the date of offer of possession. So long as the Said Apartment is not separately assessed, the Allottee/s shall pay a share of such taxes, liabilities, if any, in proportion to the Total Area of the Said Apartment to Total Area of the said Building to the maintenance agency or to the Company, who, on collection of the same from the Allottee(s), shall deposit with the concerned authorities.

14 MORTGAGE

14.1 LOAN / FINANCE

The Promoter shall have the right and authority to raise finance, loan from any financial institution/Bank by way of mortgage/charge/hypothecation/securitization of receivables or in any other mode or manner by charge/mortgage of the said Project subject to the condition that the said Apartment shall be free from all encumbrances at the time of execution of sale deed.

- 14.2 That the project/property is under mortgage/charge with ABHFL (Aditya Birla Home Finance Ltd.) at present.
- 14.3 Moreover before transfer of Unit, necessary permission for transfer in favour of allottee will be obtained by Promoter but at the time of execution of Sale Deed & Registration thereof NOC from Financial Institution/Bank will be taken by allottee.
- 14.4 That the payment of booking and all other amounts by the allottee to M/s. SG Estates Pvt. Ltd. Collection Account for SG VISTA, shall be credited in project Escrow Account

15 INSURANCE

- 15.1 The promoter shall obtain insurance for -
- i) Title of the land as a part of the real estate project; and
 - ii) Construction of the real estate project
- and charges will be payable on pro-rata basis

16 POSSESSION OF THE APARTMENT:-

- 16.1 **Schedule for possession of the said Apartment:-**The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said apartment, in terms of these presents, The Promoter, based on the approved plans and specifications, assures to offer the possession of the said Apartment on or before _____. The time frame for offer of Possession provide is tentative and extendable further by 6 months as Grace Period to which allottee(s) hereby gives consent. Provided that the Promoter shall be entitled to **further** reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –
- i) Non-availability of steel, other building material, water or electric supply;
 - ii) War, flood, drought, fire, Cyclone, Pandemic, Any Lockdown by Government, Earthquake or any other calamities caused by nature affecting the regular development of the Real Estate Project
 - iii) Any notice, order, rule, notification of the Government and/or other public or competent authority prohibiting the promoter from undertaking project / receipt of approval
 - iv) The Promoter herein is also entitled for extension of time for handing over possession of the said apartment as may be permitted by the Regulatory authority under provisions of section 6 of the Real Estate (Regulation and Development) Act, 2016
- 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 become impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from that date. The promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 16.2 The time frame for handing over possession provided herein above is tentative and extendable further 6 months subject to payment of all installments and completion of

formalities required. However, in case of delay beyond a period of 6 months and such delay is attributable to the Developer, for reasons other than Force Majeure as defined above, the Developer may be liable to pay compensation @ State Bank of India MCLR (3 years) + 1% plus on the Amount received from the Allottee(s) of the Said Apartment for the period of further delay after adjustment of interest (if any due in respect of 95% payment). It is, however, agreed that such compensation will only be payable till such time the Developer offers, in writing, to take possession of the Said Apartment. The compensation will be paid only to those allottees whose payment was regular and account was not in default status.

- 16.3 **Schedule for Possession of the Common amenities:-** The Promoter herein is developing the said project having common amenities like club house, landscape garden etc., the construction/development of the said common amenities can be completed. The Allottee/s herein agrees and convey that he/she /they shall not be entitled to refuse to take the possession of the said apartment on the ground of non-completion of aforesaid common amenities. The promoter shall not charge more than the normal maintenance charges from the allottees. However the Allottee will be liable to pay the maintenance charges as per the maintenance clause in the agreement from the date of offer of possession.
- 16.4 **Procedure for taking possession:-** The Promoter shall apply for the completion certificate to the local authority/ public authority and shall offer the possession in writing within 15 days to the allottee intimating that apartment is ready. The allottee shall thereafter complete the payment of consideration / total price and dues to the promoter as per terms and condition of this agreement. The Promoter agrees and undertakes to indemnify the Allottee/s 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 allottee/s, as the case may be from the date of offer of possession of the said apartment.
- 16.6 **Fit Out Period:** On receipt the full dues, the promoter will give final touches i.e. installation of sanitary ware, Kitchen Sink, CP fittings, Hardware Accessories, final touch of paint cleaning of apartment etc., during the Fit out period of 4 months from the date of final payment. This arrangement has been made keeping in view of the experience that after final touch allottee do not proceed with taking possession of the said apartment/and unit get deteriorated over the span of time.
- 16.7 The allottee shall inspect the apartment as per check list annexed as G, along with earmarked parking space and shall satisfy himself regarding the final settlement of dues, quality/workmanship/specification/elevation/facilities/carpet area/built-up area and total area as per agreement dated _____ and submit duly signed /accepted check list to the promoter.
- 16.8 (a) On receipt of check list, within 20 days, the vacant and peaceful possession of the said apartment agreed to be sold along with earmarked parking space, copy of completion certificate will be handed over by the promoter at the time of execution and registration of sale deed. The time period mentioned here in above is subject to payment of stamp duty/ Registration charges.
- 16.9 The Allottee will satisfy himself/ herself prior registration of sale deed about the completion of satisfactory performance by the Promoter as such allottee will undertake not to raise any dispute/claim against the Promoter/Company either

individually /jointly as member of Association and promoters liability on this account will extinguish. Promoter and Allottee will also agree that agreement to sale dated _____ is finally concluded and only terms of the sale deed only be binding upon Promoter/ Allottee. The Allottee agrees that Promoter's liability on this account in terms of the Agreement to Sale will extinguish on execution of sale deed/possession and thereafter the terms of the sale deed will only be binding upon the promoter and agreement to sale will be finally discharged.

- 16.10 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings, execution and Registration of Sale Deed and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails or commits delay in taking possession of said Apartment within the time provided in offer letter to take possession, such Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges, Holding Charges and any other expenses and outgoing in respect of the said apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said apartment.

16.11 **Holding Charges**

If the Allottee(s) fails to take over possession of the Said Apartment, within the time and in the manner as specified in the offer, then the Said Apartment shall lie at the risk and cost of the Allottee(s) and the liability of the Promoter shall be limited only to handover possession of the Said Apartment, and the Allottee(s) shall not be entitled for any compensation, after the date of offer of possession. Further, it is agreed by the Allottee(s) that in the event of his/her/their failure to take over possession of the Said Apartment in the manner as aforesaid, the Promoter shall have the option to cancel the allotment of the Said Apartment or otherwise the Promoter may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Allottee(s) in taking over possession of the Said Apartment on the condition that the Allottee(s) shall pay to the Promoter holding charges @ Rs.2/- per sq. ft., of the Carpet Area of the Said Apartment per month for the entire period of such delay, and further to withhold conveyance or handing over possession of the Said Apartment till the holding charges, with applicable overdue interest, if any, at the rates as prescribed in this Agreement, are fully paid. It is made clear and the Allottee(s) agrees that the holding charges as stipulated in this clause shall be a distinct charge not related to (but in addition to) maintenance or any other charges as provided in this Agreement. Here it is also clarified that limitation period will also start from the date of offer of possession.

17. **DEFECT LIABILITY**

That there will be defect liability period of Five years as per Uttar Pradesh Real Estate (Regulation and development) Rules, 2016, from the date of issue of completion certificate of the respective tower/offer of possession whichever is earlier. It is agreed that in case any structural defect or any other defect in workmanship, quality or any other obligations of the Promoter as per the agreement for sale is brought to the notice of the Promoter within a period of 5 (Five) years by the Allottee from the date of issue of completion certificate of the respective tower/offer of possession whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 25 days.

Provided however, that the Allottee/s shall not carry out alteration of the whatsoever nature in the said apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may

result in seepage of the water or any covering of any balcony by temporary or permanent structure. If any of such works are carried out the defect liability automatically shall become void. The word defect there means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc. 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, normal wear and tear, pest etc. shall not be considered as defect. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes 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 co-operate with the purchaser in sorting out the issue.

17.1 CONVEYANCE OF THE SAID APARTMENT:-

The Promoter, on receipt of complete amount of the Price of the said Apartment under the Agreement from the Allottee and on submission of check list duly signed by the allottee, shall execute a conveyance deed and convey the title of the Apartment along with earmarked parking space and hand over physical possession and a copy of completion certificate to the allottee within 20 days subject to payment of stamp duty, registration charges and all other incidental and legal expenses etc. However, incase Allottee(s) have raised loan from Financial Institution/Bank before execution of sale deed/conveyance deed they will arrange for NOC from their Funding Institution/Bank. The Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues to the Promoter is made by the Allottee and stamp duty and registration charges are paid to Competent Authority by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1989 including any actions taken or deficiencies/penalties imposed by the competent authority (ies.)

17.2 FORMATION OF ASSOCIATION OF APARTMENT HOLDERS;

- i. The promoter/ nominated Agency shall maintain the Common Area & facilities till the association is formed in accordance with the conditions laid down in Sub-section(2) of Section -14 of U.P. Apartment Act and shall be entitled to levy proportionate maintenance charges.
- ii. The Apartment allottee along with other allottees in the said project shall join in forming and registering the aforesaid organization as agreed and to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the organization and for becoming member, including the bye-laws of the proposed organization and duly fill in, sign and return to the Promoter within 3 days of the same being forwarded by the Promoter to the Apartment allottee/s so as to enable the Promoter to register the organization of apartment allottees under Section -14 (2) of U.P. Apartment Act.
- iii. The allottee shall pay to the promoter a sum of Rs. 2000/- for meeting all legal cost charges and expenses including professional fee of advocate to promoter in connection with formation of the society/association of apartment owners and for preparing its rules

and regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of conveyance deed.

- iv. On formation of the association of the allottees, all documents relating to the insurance specified above shall be handed over to the association of the allottees.

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

- 17.4 The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount with interest at the above rate as specified in clause 6 received by the Promoter within 120 days. After refund of the money paid by the Promoter, Allottee agrees that he/she shall not have any rights, claims etc., against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this agreement.

18 TERMINATION OF AGREEMENT:-

18.1 Cancellation by the Allottee:

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

- 18.1.1 Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid i.e 10% of the flat value and applicable taxes plus accumulated interest for the allotment. The Promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty five) days of such cancellation/ withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the apartment / plot or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier. The Promoter shall inform the previous allottee the date of re-allotment of the said apartment/ plot and also display this information on the official website of UP-RERA on the date of re-allotment as per the prescribed procedure.
- 18.1.2 In the event of cancellation /termination of Agreement, all charges incurred towards registration of Agreement/Cancellation / termination of Agreement will be borne by the Allottee.

18.2 COMPENSATION-

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the (Apartment/Plot) (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 16.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation for the registration under the Act; or for any other reason; the Promoter shall be liable on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available; to return the total amount received by him in respect of the (Apartment/Plot), with interest at the rate

prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules i.e at the rate equal to State Bank of India MCLR (3 years) + 1%, for every month of delay, till the handing over of the possession of the (Apartment/Plot), which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

19 Termination of Agreement by Promoter :

- 19.1 If the Allottee/s herein violates any terms and conditions of this agreement including non –payment of agreed consideration/total price within stipulated period then, the Promoter herein shall have absolute right and authority to terminate this agreement.

Incase the Allottee fails to make payments for 2 (two) – consecutive demands made by the Promoter as per the payment Plan annexed hereto, despite having been issued notice in that regard that Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to State Bank of India MCLR (3 years) + 1% unless provided otherwise under the Rules.

Incase of Default by Allottee under the condition listed above continues for a period beyond 3(three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the (Apartment/Plot) in favour of the Allottee by giving 15 days notice in writing by Registered Post A.D. or Speed Post or Email with certificate obtained from online postal service and this Agreement shall thereupon stand terminated. On expiry of such notice period, the Allottee/s shall cease to have any right whatsoever in respect of the said apartment except, to get the refund of balance amount without interest after forfeiture of 10% of sale price of apartment plus taxes and accumulated interest and the Promoter herein shall be entitled to deal with the said apartment with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter's absolute right to terminate this agreement. The promoter shall refund the balance amount without interest to allottee after forfeiting the 10% of sale price of apartment, taxes, interest and adjusting any commission/payout to channel partner only after the apartment is re-allotted and proceed received.

- 19.2 That the Company / Promoter may restore the cancelled apartment / unit in its sole discretion after receiving 10% of the cost of the Apartment / Unit as restoration charges plus other dues as per terms of agreement.
- 19.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and Allottee/s herein terminated as stated in sub-para 18.1 hereinabove written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said apartment, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

19.4 Procedure for Refund of Money on cancellation of flat

- 19.4.1 In case of cancellation of allotment of flat due to breach of terms and conditions of the agreement or at specific request of applicant (s) /allottee (s) the procedure to be

followed will be as stated as under. However, for claiming refund the allottee(s)/ applicant (s) will have to surrender following documents :-

- 1) Letter of request for refund of money
 - 2) All Original receipts issued by Company and sent to them
 - 3) Allotment Letter cum Certificate
 - 4) Agreement (Original)
 - 5) In case Bank loan has been raised and Company has signed Permission to Mortgage & Tripartite Agreement, concerned Banks No Dues Certificate and No objection Certificate along with surrender of original and copy meant for applicant(s)/allottee (s) of Tripartite Agreement and Permission to Mortgage.
 - 6) Cancellation of agreement to sale from Sub Registrar , Ghaziabad.
- On receipt of the aforesaid documents process of refund of money will start in terms of this agreement and after the subsequent sale of the flat and realization of the proceeds .

19.4.2 In case allottee(s) do not complete the refund formalities within time, the Promoters liability is limited only to refund the amount as per terms of agreement and no other compensation or claim will be payable by the Company.

20. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

- 20.1** Subject to Clause 3.5, 14 and 16 the Promoter agrees and acknowledges, the Allottee shall have exclusive ownership of the said Apartment.
- 20.2** 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. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the organization/association/ association as may be formed by the promoter as provided in the Act;
- 20.3** That the computation of the price of the said Apartment includes recovery of price of land, construction of not only the said Apartment but also the Common Areas, internal development charges, cost of providing electric wiring, fire detection and fire-fighting equipment in the common areas (if any) etc., and includes cost for providing all other facilities except club, convenient spaces provided in Independent area.
- 20.4** It is made clear by the Promoter and the Allottee agrees that the Apartment along with earmarked parking space (if any) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self – contained Project as stated in Schedule-B out of the said Land stated in Schedule-A and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 20.5** The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment 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 encumbrance and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the said project. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the conveyance of the said apartment, 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. 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 said Project.

- 20.6 Carry out development of the said Project.
- 20.7 There are no encumbrances upon the said Land or the Project as on date
- 20.8 There are no restraining/injunction orders of any Court of law with respect to the said land, project or the said Apartment;
- 20.9 All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Land and the said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, and Apartment and common areas;
- 20.10 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;
- 20.11 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 Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- 20.12 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- 20.13 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 land) has been received by or served upon the Promoter in respect of the said Land and/or the said Project.
- 20.14 After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for 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.
- 20.15 The Promoter has assured the Allottee/s that the said project in its entirety is in accordance with the provisions of the U.P. Planning & Development Act.

- 20.16 The schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or minor has any right, title and claim over the Scheduled Property.

21 ALLOTTEE'S CONVENANTS AS TO USE OF SAID APARTMENT:-

The Allottee/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, doth hereby covenant with the Promoter as follows for the said Apartment and also the said project in which the said Apartment is situated.

- (a) To maintain the said Apartment at Allottee's own cost in good and tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do or suffer to be done anything or to the said project/building in which said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required. Any changes if so made, defect liability under the RERA will become null and void.
- (b) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages, Lifts, or any other structure of the building in which the said Apartment is situated, including entrances of the building in which said Apartment is situated and in case any damage is caused to the building on account of negligence or default of Allottee/s in this behalf, said Apartment Allottee/s shall be liable for the consequences of the breach.
- (c) To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the said project/building in which said Apartment is situated which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority, In the event of said Allottee/s committing any act in contravention of the above provision, said Apartment Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. Any changes if so made, defect liability under the RERA will become null and void.
- (d) Not to demolish or cause to be demolished said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building/project in which said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or /RCC, Pardis or other structural members in said Apartment without the prior written permission of the Promoter and/or the Society/Association/Limited Company any organization as may be formed. Any changes if so made, defect liability under the RERA will become null and void.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the project/building in which said Apartment is situated

or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the said project/building in which said Apartment is situated.
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of use of the said Apartment by and Apartment Allottee/s to any purposes other than for residential purpose.
- (h) That the earmarked car parking will be available inside the complex, as per type opted for by the allottee(s) in the Application Form. The cars /Scooters /Two Wheelers /Cycles will be parked within the same parking spaces allotted to the allottee(s). The facility of one car parking either Open/Covered depending upon the option made at the time of booking of flat has been earmarked/reserved. No car /vehicle is allowed inside the complex except those who have been allowed the facility of one covered/Open car parking as per option made. The company also reserve its rights to allot the facility of car Parking of balance available spaces, in future, after handing over the maintenance of the said complex to the Resident's Welfare Association (A.O.A.) of owners of the apartment(s). The R.W.A.(A.O.A.) or owners / Allottees / occupiers of the apartments shall not have any right over the un-allotted parking spaces. The allotted earmarked Car Parking Space shall automatically stand transferred with the transfer of the said apartment. The allottee shall make available parking space to maintenance staff for maintenance of the meter , pipe , man holes etc., as and when required.
- (i) The Allottee/s shall not let, sub-let, transfer , assign or part with interest or benefit factor of this Agreement or part with the possession of said Apartment until all the dues payable by Allottee/s to the Promoter under this Agreement are fully paid up and only if said Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until said Allottee/s has intimated in writing to the Promoter.
- (j) The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company / association as formed may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said project/building and said Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down Limited Company / Association as regarding the occupation and use of the said Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (k) The Allottee(s) will allow the Promoter and/or the Maintenance Agency access to and through the Said Apartment for the purpose of any maintenance works including electricity and other items of common interest etc.
- (l) The Allottee(s) may get insurance of the contents lying in the Said Apartment at his/her/their own cost and expenses. The Allottee(s) shall not keep any hazardous, explosive, inflammable material in the Said Apartment. The Allottee(s) shall always keep the Promoter or its Maintenance Agency harmless and indemnified against any financial/criminal liability for loss of life and property by reason of any fire, theft,

burglary or any other incident of crime/mishap occurring in the Said Apartment or any part or portion thereof.

- (m) The Allottee(s) shall keep indemnified the Promoter against all actions, proceedings or any losses, costs, charges, expenses or damages suffered by or caused to the Promoter, by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Allottee(s) and/or due to non-compliance with any rules, regulations and/or non-payment of municipal taxes, charges and other outgoings.
- (n) The Allottee(s) hereby confirms that the declared Independent Area and facilities viz, convenient shops are at the disposal of the Promoter and the Promoter may sell the same with or without construction, wholly or in part(s), to any intending purchaser and he/she/they shall not raise any objection/ interference in any manner in connection therewith, either in person or in form of association and all such liquidated loss(es)/damages, at current market prevailing rates suffered due to wrong acts of the allottees will liable to be paid by defaulting allottee(s)/association to the Promoter.
- (o) Subject to the rights of the Allottee(s) herein contained in respect of the Said Apartment, the Promoter shall be at liberty to sell, assign, transfer or otherwise deal with other properties contained in the Project.
- (p) Allottee(s) agree that in the event they raise loan from any Bank/FI to fund the cost of the property covered under this agreement, the promoter is hereby authorized to sign/execute such documents/ agreements as required by the Bank/FI and further authorizes Promoter to honor all terms and conditions of such documents/covenants. Allottee further agrees that in the event of default in loan repayment or any terms and conditions by him/them and Bank/FI asks/direct the promoter to cancel the allotment of property covered under the Agreement and appropriate the funds received by promoter from the allottee(s), towards the cost of the said property, Promoter will act upon such advices from Bank/FI, until such time property is not transferred in the name of allottee(s) subject clause 19.1 of the aforesaid Agreement to sale and Allottee(s) will have neither any objection to it nor can raise any objection with Promoter.

22 NAME OF THE PROJECT /BUILDING/S WING/S:

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project “SG VISTA” and building will be denoted by letters or name **SG SG VISTA** or as decided by the promoter and further erect or affix Promoter’s name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottees/s in the said project /building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter’s name board in any circumstances. This condition is essential condition of this Agreement.

23 ENTIRE AGREEMENT AND RIGHT TO AMEND:

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

24 SEPARATE ACCOUNT FOR SUMS RECEIVED:

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said apartment and as advances or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such legal entity /organization that may be formed , towards the outgoings, legal charges etc. Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilize the same as contemplated and permitted under the said act and rules made thereunder.

25 RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES :-

- 25.1 The Allottee here by agrees to purchase the Apartment on the specific understanding that is his/her right to the use of Common Areas/amenities shall be subject to timely payment of maintenance charges, as determined and thereafter billed by the maintenance agency 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.
- 25.2 The Allottee agrees that the Limited common Areas and Facilities in the Project are not included in the Common Areas for joint use of the Apartment/Allottee, and which are reserved for use of certain apartment or apartments to the exclusion of other apartments.
- 25.3 The Allottee further agrees and acknowledges that the Independent Areas in the Project are specifically excluded from the Common Area and Limited Common Areas and Facilities. The Promoter shall be at liberty to specify the terms and conditions governing the usage, transfer, maintenance, development, etc., of such Independent Area.

26 MAINTENANCE

- 26.1 Allottee is aware and agreeable that by handing over the possession of the apartments to him/them, the role of M/s SG Estates Pvt. Ltd., will come to an end and Agreement to sale will be finally concluded once the possession of the flat is handed over and Sale Deed executed. The work related to Maintenance of Complex will be /has been handed over to Facility Provider, nominated by Promoter, for which Allottees agrees and undertake to sign the requisite Complex Maintenance and management Agreement (CMM) with Company / Firm which is/will be appointed / nominated for the purpose of providing the common services and facilities to the Group Housing Complex and further agrees to pay the Security Deposit (IFMS) beside the advance Maintenance Charges with applicable taxes, directly to the nominated Agency.
- 26.2 Maintenance Agency: Up-keep, operation, management and maintenance of the Project / Said Building, the Common Areas and Facilities, will be done by a Maintenance Agency (the 'Maintenance Agency') to be appointed by the Promoter. It is incumbent upon the Allottee(s) to sign and execute a separate agreement for maintenance (the "Maintenance Agreement") with the Maintenance Agency, at the time of taking over possession of the Said Apartment.

- 26.3 Maintenance Security Deposit: The Allottee(s) agrees to deposit with Maintenance Agency an interest free maintenance security ("IFMS") deposit, towards security for promptly paying the maintenance bill and other charges. The IFMS shall become payable by the Applicant to Maintenance Agency within the period as shall be notified in the offer of possession by the Promoter, whether or not the Allottee(s) takes possession of the Said Apartment. In case of delay in payment of IFMS within this period, interest @11% p.a. plus applicable GST shall be charged for the period of delay.
- 26.4 Maintenance Charges: Commencing from the date notified by the Promoter for taking over possession of the Said Apartment, the Allottee(s) agrees to pay to the Maintenance Agency an amount @ Rs. 2.50/- per sq. ft. on total area, of Maintenance Charges & Sinking Fund @ Rs. 1/- per sq. ft. total area (subject to cost index) equivalent to 24 months of Maintenance Charges & Sinking Fund in advance, at the time of notice of possession of the Said Apartment. The Allottee(s) hereby undertakes to comply with all the terms and conditions stipulated in the Maintenance Agreement, which inter-alia includes provisions for maintenance charges & sinking fund after expiry of period of 24 months for becoming member of the Apartment Owners Association, as and when formed, and the scope of maintenance etc.. The maintenance charges & sinking fund shall be payable at the rates determined by the Maintenance Agency, irrespective whether the Allottee(s) is in occupation of the Said Apartment or not. It is agreed that the Maintenance Charges & Sinking fund may be enhanced, from time to time, as may be determined by the Maintenance Agency. In addition, a sinking fund may be created and will be paid extra by Allottee. The Maintenance charges & Sinking Fund may be realized in a pre-paid format by integrating them into the pre-paid electricity system or otherwise after the period of advance maintenance is over.
- 26.5 The Allottee(s) shall pay a sum of Rs. 700/- (Rupees Seven Hundred only) per month in advance for 24 months for the running and maintenance of club and recreational equipment and other related works.
- 26.6 The electric consumption charges for running all the common services as well as the water charges and common area electricity viz. Corridors, lifts, Boundary wall, Park etc., for common usages are not included in the maintenance charges and shall be paid by all the Allottee(s) on equal basis and for this purpose as stated in para 13.3 here in above a separate debit bill shall be raised and paid by the Allottee(s). For these expenses an advance of Rs. 15000/- per Allottee(s) shall be paid at the time of offer of Possession is made, which has to be replenished again once the advance amount so paid is exhausted by adjusting it towards the aforesaid actual expenses incurred on account of common services as well as water charges for common usage.
- 26.7 The Maintenance Charges as intimated to the Allottee(s) by the Maintenance Agency, shall be payable by the Allottee(s) within a period of seven (7) days of demand. In case of delay in monthly maintenance charges within this period, interest @ 11% p.a. plus applicable GST shall be charged for the period of delay. In case of failure of the Allottee(s) to pay the monthly maintenance charges on or before the due date, the Maintenance Agency will be entitled to effect disconnection of services to the Allottee/s that may include disconnection of intercom/garbage collection/power back-up, and debarment from usage of any or all common facilities within the Project / Said Building / Said Apartment.
The Maintenance Agency may also, apart from other remedies open to it, restrict or object to the transfer of the Said Apartment by the Allottee(s).
- 26.8 The GST on Maintenance Charges of the Project will be separately and proportionately borne by the Allottee(s).
- 26.9 This arrangement shall continue till the maintenance of the Project / Said Building / Said Apartment is handed over to the Municipal Authorities or the association of the

allottees/occupants. In such case, the Maintenance Agency shall return the IFMS after deducting any default of maintenance charges and other charges/deposits borne by the Maintenance Agency with respect to the Said Apartment to the association and discontinue maintenance of the Project.

- 26.10 The Allottee(s) or its nominees/ agents/ employees etc. shall at all times comply with the rules and regulations laid down by the Maintenance Agency.

27 MEASUREMENT OF THE AREA OF THE SAID APARTMENT :-

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said apartment is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. It is hereby agreed and understood between the parties hereto that there may be a variation into the measurements of the said apartment upto $\pm 3\%$ of the agreed area during the construction thereof due to various technical factors involved in the construction and such variation is tolerable without considering the same as breach of the present agreement in whatsoever nature. No adjustments in the agreed consideration i.e. neither decrease nor increase will be made for such variation upto $\pm 3\%$ of the agreed area. If there is any reduction in the carpet area exceeding $\pm 3\%$ variation then Promoter shall refund the excess money paid by Allottee within 30 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 exceeding $\pm 3\%$ variation then as 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 as agreed in Clause 3.1 .

28. PARKING:

It is made clear by the Promoter and the Allottee agrees that the Apartment along with one earmarked Car Parking Space shall be treated as a single indivisible unit for all purposes.

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

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

30. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

31. CHANGE OF NOMINEE(S) /ALLOTTEES :

- (i) The Allottee(s) is entitled to get the name of his / her / their nominee(s) substituted in his / her / their place, with prior approval of the Promoter, provided the Allottee(s) has paid at least 40% of the total Consideration and has cleared all dues till that date to the Promoter, who may in its discretion permit the same on such conditions as it may deem

fit and proper keeping in view the guidelines issued by GDA (Ghaziabad Development Authority) / State of UP.

- (ii) The Promoter may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Allottee(s) to get the name of his/her/their nominee(s) substituted in his/her/their place subject to such terms and conditions and charges / transfer fee as may be prescribed by the Promoter. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. In the event of any imposition of executive instructions at any time after the date of the application to restrict nomination/transfer/assignment of the Said Apartment by any authority, the Promoter will have to comply with the same and the Allottee(s) has specifically noted the same.
- (iii) That the applicant & co-applicant (if any) will have equal share in the apartment and in case of death of any of them the booking 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 if availed a loan. Similarly in a divorce case or where a dispute arises between applicants the booking will continue only after providing consent in writing by them and No Objection certificate from the bank concerned. The interest over the delayed payment shall be charged and the dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum up to two months there after the company can cancel the said booking/ allotment and the allottee (s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancelation there will be a deduction of 5% of the cost of the apartment. For the refund in a divorce / dispute case as stated above, consent of the applicants / Allottees shall be necessary.

32. REGISTRATION OF ADDRESS:

In case of joint allotment, all communications demand notice etc. shall be sent by the Promoter to the Allottee(s), whose name appears first and at the address given by him/her/ them, which shall for all purposes be considered as served on all the Allottee(s) and no separate communication shall be sent to the other named Allottee. It shall be the responsibility of the Allottee(s) to inform the Promoter by Registered A.D. post about all subsequent changes in his/her/their address, if any, failing which all demands notice and letters posted at the earlier registered address will be deemed to have been received by him / her / them at the time when those should ordinarily reach such address.

33. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the “SG VISTA”, (Project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's, STP Plant, Storages etc., and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces.

34. REGISTRATION OF THIS AGREEMENT:

The Promoter herein shall present this Agreement at the proper registration office for registration within the time limit as mentioned in Clause - 35 and the Allottee/s will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

35. 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 10(ten) 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 10 (ten) 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 7 (Seven) days from the date of issue of letter to the Allottee. Application of the Allottee shall be treated as cancelled and earnest money deposited by the allottee after deduction of administrative charges plus taxes shall be returned to the Allottee without any interest or compensation whatsoever.

36. PAYMENT OF STAMP DUTY & REGISTRATION FEE:-

The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc., in respect of this agreement and all other agreements or any final conveyance deed which to be executed by the Promoter in favour of Allottee/s or Association / Society i.e. organization as may be formed in which the Allottee/s will be the member.

37. WAIVER NOT A LIMITATION TO ENFORCE:

- a. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- b. 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.

38. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the U.P. Apartment Act 2010 and as amended from time to time. The Promoter showing compliance of various laws/regulations as applicable at the time of execution of the Agreement.

39. SEVERABILITY:

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

the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

40. 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 Site Office at Khasra No. 953, Village-Noor Nagar, Raj Nagar Ext. NH-58, Ghaziabad (U.P.)/ Corporate Office : GF-03, Alpha Tower-1, Sector-9/INS-10, Vasundhara, Ghaziabad-201012 .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, Ghaziabad. Hence this Agreement shall be deemed to have been executed at Ghaziabad at Promoter's office

41. NOTICES:

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

Mr. /Ms. _____ (Name of Allottee/s)

R/o _____ (Allottee Address)

M/s. SG Estates Pvt. Ltd. (Promoter Name)

GF-03, Uppal Plaza, M-6, Jasola District Centre,
New Delhi-110025, (Promoter Address)

Email Address: info@sgestates.in

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

42. JOINT ALLOTTEES:

That in case there are JointAllottees 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.

43. 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.

44. Copies Of The Agreement

Two sets of this Agreement are been executed on a non-judicial stamp paper of Rs100/- each and the Promoter shall retain one copy for reference and record and the Allottee(s) shall retain another one.

45. DISPUTE RESOLUTION

All or any disputes arising out of 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 through the conciliation process of UP RERA. If the dispute is not settled through conciliation, it will be settled through the adjudicating office appointed under the Act.

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

First Schedule above Referred to

Description of the freehold/leasehold land and all other details.

The Promoter Company has acquired a piece and parcel of Leasehold land admeasuring approximately 6177 sq. meters located at Plot no. Khasra No. 953, Village-Noor Nagar, Raj Nagar Ext. NH-58, Ghaziabad (U.P.), (hereinafter referred to as the 'Said Land') acquired by it by virtue of Sale deed Registered in sub-Registrar Office, Ghaziabad with (Registration no. 15445, Zild No. 19931, Page no. 93 to 124 dated 9th November 2022)

Second Schedule Above Referred to

Here set out the nature, extent and description of common areas and facilities/limited common areas and facilities as referred in sub-section (2) (a) of section -9.

Common Area & facilities:

- i. the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exists of buildings;
- ii. terraces, parks, play ground and common storage spaces;
- iii. the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- iv. all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;
- v. Green area for entire complex of apprximate 600 sq.meters ., comprising of :
2 Nos. of Gazebo for sitting + Kids play area with Multi-play station
- vi. **Safety Features:**
- iv. 2 – Tier Security - 24 x 7 security personnel and Intercom, CCTV Camera at main Entry & Exit point
- ii. Gated Complex
- iii. Fire fighting System as per present norms of Fire Fighting Department

A. Limited Common Area & Facilities:

Those common areas and facilities within the Project earmarked/ reserved including open/Lower Basement/Upper Basement car parking spaces, storages, etc. for use of certain apartment or apartments to the exclusion of the other apartments.

B. Independent Area & Facilities

- i. Club House / Convenient shops and other such areas, which have been declared but not included as common areas, for joint use of apartment Owner's and may be sold by the Company, with or without constructions, wholly or in part(s), without the interference of other apartment owners.

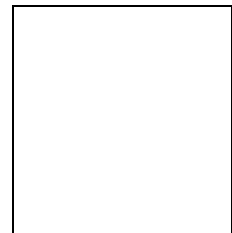
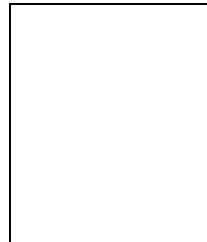
SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee (including joint buyers)

(1) _____

(2) _____

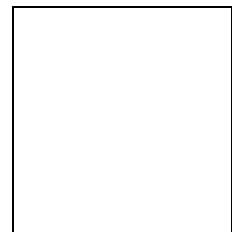
At _____ on _____



SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____



(Authorised Signatory) WITNESSES:

1. Name _____

Signature _____

1. Name _____

Signature _____

SCHEDULE 'A'

Requisite number of car parking's both covered and open will be provided in the project while covered car parking spaces will be in Basement (Lower, Upper & Stilt) but location of open car

parking spaces can be shifted by the Developer from the approved plan depending upon the suitability of open car parking spaces to which we allottees have no objection & accord our concurrence.

**PLEASE INSERT DESCRIPTION OF THE [APARTMENT] AND THE ONE
_____ EARMARKED CAR PARKING SPACE IN LIMITED COMMON
AREA AND FACILITIES.**

APARTMENT NO. _____

ONE EARMARKED _____ CAR PARKING SPACE IN | _____ |

SCHEDULE-B

FLOOR PLAN OF THE APARTMENT

SCHEDULE-C

PAYMENT PLAN

SCHEDULE-D

LIST OF ANNEXURES