

BUILDER BUYER AGREEMENT

THIS Builder Buyer Agreement is entered into on this ---- day of -----, 2023 at Noida, Gautam Budh Nagar, Uttar Pradesh

BETWEEN

M/s Golfgreen Mansions Pvt. Ltd., a company within the meaning and provisions of the Companies Act, 2013 having CIN No. U70200DL2012PTC237482, PAN No. AAECG7783M and its Registered Office at 73, Swayam Seva, Co-op. G.H.S., Jhilmil, Delhi-110095 acting through and represented by its authorized signatory Mr. -----
----- AADHAR No. ----- S/o Sh. -----
----- R/o -----
----- who has been duly authorized in this respect vide the Company's Board Resolution dated -----.

Hereinafter referred to as **"the Promoter/Company"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors in business, successor-in-interest, and permitted assigns of the First Part;

AND

Mr./Ms./Mrs. ----- AADHAR No. -----
aged about ----- Yrs. S/D/W of Mr. ----- R/o -----

If the Allottee is HUF:

Mr. ----- AADHAR No. ----- S/o Sh. -----
----- aged about ----- Yrs. for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF having PAN -----, having its place of business / residence at -----

If the Applicant is a Partnership Firm:

M/s -----, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at -----

- and PAN ----- represented by its authorized partner Mr. -----
----- AADHAR No. ----- S/o Sh. -----
----- R/o -----
----- authorized vide Authorisation Letter/Resolution dated -----.

If the Applicant is a company:

M/s -----, a company within the meaning and provisions of the Companies Act, 2013 having CIN No. -----, PAN ----- and its Registered Office at -----
----- acting through and represented by its authorized signatory Mr. -----
----- AADHAR No. ----- S/o Sh. -----

----- R/o -----
----- who has been duly authorized in this respect vide the Company's Board Resolution dated -----;

Hereinafter referred to as **“the Applicant(s)/Allottee(s)”** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her/their/its legal heirs, successors, successor-in-interest, and permitted assigns of the Other Part;

WHEREAS:

- A. The Promoter has been allotted the land admeasuring 22,000 Sq. Meter (**“the Project Land/the said Land”**) and conveyed in its favour on lease vide lease deed dated 09-06-2023 duly registered in the office of the Jurisdictional Sub-Registrar Dadri, Gautam Budh Nagar, Uttar Pradesh on 09-06-2023 in Book No.1 Volume No. 23799 at Page No. 123 to 182 as Document No. 22132 on 09-06-2023 for a period of 90 years commencing from 09-06-2023.
- B. The Promoter has proposed to and is developing a group housing project by the name “Elite X” (“Said Project”) having the amenities, facilities, services etc. and such other developments as may be permitted on the said land and the Promoter is fully competent to invite offers for BBA for purchase of residential apartments and other units proposed to be constructed on the said land from the interested buyers. I/we, the Applicant(s) understand that all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which the Said Project is to be developed have been completed.
- C. The Said Project has been planned/designed in accordance with the maximum Floor Area Ratio (FAR) (Basic + Purchasable + Metro + Available on any other head) permissible on the Said Land as per the applicable building by-laws/regulations and the Promoter shall develop the Said Project to the said permissible extent and can get the building plans/maps revised as and when required for which I/we hereby accord my/our unconditional and irrevocable consent.
- D. I/we the Applicant(s) am/are aware that the Promoter has obtained and the competent development authority - Greater Noida Industrial Development Authority (**“GNIDA”**) has granted its approval to the Building Plan/Map for the said project vide its approval bearing No. PLG/BP SM-16-Jun-2023:18293 dated 13/12/2023. The Promoter represents and undertakes that it shall not make any changes to these approvals/plans except as provided and agreed herein.
- E. I/we the Applicant(s) am/are aware that the Promoter has registered the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (**“the RERA”**) with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow, Uttar Pradesh on --/--/---- under Registration No.
- F. I/we the Applicant(s) have applied for booking/allotment of an apartment/unit in the Said Project as detailed in the Booking Application having gone through all the terms and conditions set out and attached with the Booking Application and understood my/our rights and obligations detailed herein.

G. I/we the Applicant(s) hereby confirm that I/we had signed and submitted the application for booking/allotment of the Said Apartment/Unit with full knowledge of all the laws, rules, regulations, notifications, etc. as applicable to the said Project/Land/Apartment/Unit.

NOW therefore the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the stipulations contained herein and all the applicable laws, and the terms and conditions appearing hereinafter:

1. In accordance with these terms and conditions and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to allot the Apartment/Unit as detailed in **Schedule-1** hereto (hereinafter the “**Said Apartment/Unit**”) in favour of the Applicant for sale and the Applicant hereby agrees to purchase the Said Apartment/Unit.
2. Both the parties confirm that they have read and understood all the relevant provisions of Real Estate Regulation and Development Act, 2016 (“**RERA**”) and the Rules framed thereunder including Section-14 of the said Act.
3. The Total Price payable for the Said Apartment/Unit and the break-up thereof is contained in **Schedule-2** hereof. The Total Price includes the booking amount paid by the Applicant to the Promoter and the Taxes as applicable and payable. In case there is any change / modification in the taxes, the subsequent amount payable by the Applicant/Allottee to the Promoter shall be increased / reduced based on such change / modification.
4. The payment plan/schedule for the Total Price is contained in **Schedule-3** hereof. The Promoter shall periodically intimate in writing to the Applicant, the amount payable as per the payment plan and the Applicant shall make payment of the amount demanded by the Promoter within the time and in the manner as specified therein. In addition, if so requested by the Applicant, the Promoter shall provide him 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.
5. The Total Price is escalation-free, save and except increases which the Applicant hereby agrees to pay, due to increase on account of development fee payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. Further, if there is any additional levies, Rates, Taxes, Charges, Cess, trade tax, on account of additional compensation payable to the farmers and Fees etc. as assessed and attributable to the Promoter as a consequence of Government statutory or other local authority(s) order or any judicial order, the Applicant(s) will be liable to pay his/her/their share of such additional levies. The Promoter undertakes and agrees that if so requested by the Applicant, it will provide him copy of the said notification/order/rule/regulation to that effect.
6. The Applicant shall make the payment as per the payment plan set out and opted by him in the Application and also contained in Schedule-3 of this BBA/Agreement.

7. The Applicant agrees and acknowledges that in case the Applicant wants to avail loan facility from his Employer or from any Bank or Financial Institution to purchase the Said Apartment/Unit, the Promoter will have no objection subject to the following:
- (i) The terms of the Applicant's Employer/Bank/Financing Agency shall exclusively be binding and applicable upon the Applicant only.
 - (ii) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment plan opted by the Applicant shall rest exclusively on the Applicant. In the event of loan not being sanctioned or the disbursement of it getting delayed, due to any reason whatsoever, the payment to the Promoter, as per the payment plan, shall be ensured and made by the Applicant. The applicant will apply for the loan only to those bank/NBFC/Financial Institution by which the said project is approved.
 - (iii) In case of default in repayment of dues of the Bank/Financial Institution/Agency by the Applicant, the Company shall have the unfettered right to cancel the allotment of the Said Apartment/Unit and repay the amount received, after deduction of Earnest Money and Nonrefundable Amount, directly to the Bank/Financial Institution/Agency on receipt of such request from such Bank/Financial Institution/Agency without any reference to the Applicant.
8. **MODE OF PAYMENT:**
- (i) Subject to the terms of the Application/BBA and the Promoter abiding by the construction milestones, the Applicant/Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan/Demand Notice through A/c Payee cheque/demand draft/banker's cheque or online transfer in favour of **Golfgreen Mansions Pvt. Ltd. collection account for Elite X** payable at Delhi/Noida.
 - (ii) All payments towards the price of the Said Apartment/Unit shall be made through the Bank Account of Applicant only and if the payment is made otherwise, the same shall be at the risks and consequences of the Applicant. It is specifically understood and agreed by the Applicant that any payment made through any electronic mode like RTGS, NEFT etc. after the due date for any such payment without the prior written consent of the Company shall not be considered as a valid payment made by the Applicant and for all intents and purposes the same shall be treated as if the said payment has not been made by the Applicant.
9. The Applicant has confirmed that he has correctly given/mentioned his details in his/her Booking Application including his Income Tax Permanent Account Number (PAN). In case the same being found incorrect at any stage, his/her Booking Application and/or this Builder Buyer Agreement shall be cancelled by the Promoter and in that eventuality, Earnest Money and Non-refundable Amount shall stand forfeited and the balance amount, if any, shall be refunded by the Promoter to the Applicant/Allottee without any interest after a period of 90 days after such cancellation in the manner as mentioned herein above.

10. **ADJUSTMENTS/APPROPRIATION OF PAYMENTS:** The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Applicant/Allottee against the Apartment/Unit in his/her name and the Applicant/Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
11. The Allottee has paid the Booking Amount towards booking being part payment towards the Total Price of the Apartment/Unit along with his/her/their/its Application Form the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/Unit as prescribed and detailed in the Payment Plan contained in the Application and also in the Schedule hereto as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount due to payment, he shall be liable to pay late payment charges/interest @ 1% higher than the annual Marginal Cost Lending Rate of home loan of the State Bank of India for the period of delay.

12. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- (i) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under the Application/Builder Buyer Agreement. Any refund, transfer of security, if provided in terms of the Application/Builder Buyer Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- (ii) The Promoter accepts no responsibility in regard to matters specified in Para 12(i) above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Application and/or the Builder Buyer 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 the Applicant/Allottee and such third party shall not have any right in the application/allotment of the Said Apartment/Unit

allotted herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/Applicant only.

13. **CONSTRUCTION OF THE PROJECT/APARTMENT/UNIT:** The Applicant has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms herein and the BBA, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the by-laws, FAR and density norms and provisions prescribed by the competent authority and shall not make any variation /alteration / modification in such plans, other than as agreed hereunder and in the manner provided under RERA.
14. **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed except as agreed hereunder and for as provided in the RERA Act.
15. **PROJECT LOAN AND CREATION OF CHARGE:** The Applicant agrees that the Promoter shall have the right without the permission of the Applicant to raise finance/loan from any Bank, Financial Institution and/or Body Corporate and for this purpose to create equitable mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the Said Apartment/Unit and/or Said Complex/Project/Said Land in favour of one or more Financial Institutions or Banks. However, at the time of execution of sale/ sub-lease deed in favour of the Applicant and handing over the possession of the Said Apartment/Unit to him, the same shall be got free by the Promoter from all sorts of encumbrances created by it. It is also agreed and confirmed that the Promoter/Financial Institution/Bank shall always have the first lien/charge on the Said Apartment/Unit for all their dues and/or other sums payable by the Applicant or in respect of any loan granted to the Promoter for the purpose of construction of the Said Building/Said Complex/Said Project.
16. Subject to the terms and conditions of this Application/BBA, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment/Unit as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Said Apartment/Unit;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of apartment owners after duly obtaining the completion certificate from the competent authority as provided in the RERA;

17. The Allottee shall have the right to visit the Project site to assess the extent of development of the Project during the construction period. He shall obtain permission from the Promoter in this respect in advance before any and every such visit and shall follow the safety rules during his visit at site. The Promoter shall not be liable for any accident and/or any harm/injury, if any, occurs to the Allottee during such visit in any manner whatsoever.
18. In case there would be any change in the carpet area of the Said Apartment/Unit, the Promoter shall intimate and confirm the same to the Applicant/Allottee the final carpet area that has been allotted to him after the construction of the building is complete and the completion certificate/occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of such changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Applicant/Allottee within 45 (forty-five) days. If there is any increase in the carpet area, which is not more than 3 (three) percent of the carpet area of the Apartment/Unit, allotted to the Applicant, the Promoter may demand that from the Applicant/Allottee as per the next milestone of the Payment Plan as provided in the payment plan. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in the Application/Builder Buyer Agreement.

19. POSSESSION OF THE APARTMENT/UNIT:

- (i) **Schedule for possession of the Apartment/Unit** - The Promoter agrees and understands that timely delivery of possession of the Apartment/Unit to the Allottee, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment/Unit within 60 months from the date of casting of raft of the tower OR on or before the end date declared before RERA i.e. _____ excluding any extension thereto in terms of the provisions of RERA, unless there is delay or failure due to Force Majeure affecting the regular development of the real estate project. The Promoter shall have further grace period of 6 (Six) months (“**Grace Period for Construction**”) to complete construction of the Said Apartment/Unit and handover its possession to the Applicant/Allottee after the above specified date for handing over possession. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Applicant/Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/Unit:
Provided that such Force Majeure are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then the Booking Application and allotment of Apartment/Unit in favour of the Applicant made in pursuance of his/her Application shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from him within 120 (One Hundred Twenty) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (Thirty) days prior to such termination. After refund of the money paid by

the Allottee, the Allottee agrees that 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. In case the project is developed in phases, it will be the duty of the promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the association of allottees/apartment owners once all phases are completed. The promoter shall not charge more than the agreed maintenance charges from the allottees/apartment owners.

- (ii) **Procedure for taking possession** - The Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the Apartment/Unit, to the Allottee in terms of the BBA/Agreement to be taken within the period as specified in the said offer of possession.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession or deemed possession, as the case may be, agrees to pay the common area maintenance charges as determined by the Promoter/association of Allottees/Apartment Owners (as applicable) for the Project.

- (iii) **Failure of Allottee to take Possession of the Apartment/Unit** - Upon receiving a written intimation from the Promoter as per Para 19 (ii), the Allottee shall take possession of the Said Apartment/Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in the BBA, and the Promoter shall give possession of the Apartment/Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Para 19 (ii), in such event, in addition to the common area maintenance and other charges payable in respect to the Said Apartment/Unit, the Allottee shall be liable to pay to the promoter holding charges at the rate of Rs. ____/- per month per sq. ft. of carpet area of the apartment/unit for the period beyond 3 months till actual date of possession as specified in para 19 (ii).

- (iv) **Possession by the Allottee** - After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Apartment/Unit to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the association of Allottees/Apartment Owners or the competent authority, as the case may be, as and when the association of apartment owners of the said project is formed and registered and the association is in position to take the charge of common area and the responsibility of its maintenance.

- (v) **Cancellation by Allottee** - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the RERA. 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/earnest money paid for the allotment and the non-refundable amount. 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 reallocation of the apartment/unit 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 reallocation of the said apartment/unit and also display this information on the official website of UP RERA on the date of reallocation.

- (vi) **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 RERA 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/Unit even after the Grace Period for Construction in accordance with the terms of this Application, duly completed by the date specified hereinabove or due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the RERA; 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/Unit, with interest at the rate of 1% higher than the annual Marginal Cost Lending Rate of State Bank of India within 45 (forty-five) days of it becoming due.

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall be liable pay to the Allottee interest at the rate of 1% higher than the annual Marginal Cost Lending Rate of State Bank of India for the period of delay at the time of handing over of the possession of the Apartment/Unit.

20. **TIME IS ESSENCE:** The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Apartment/Unit to the Applicant/Allottee. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him/her as per the payment plan and meeting the other obligations under the Application/BBA subject to the simultaneous completion of construction by the Promoter.

21. **EVENTS OF DEFAULTS AND CONSEQUENCES:**

- (i) Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- (a) Promoter fails to provide ready to move in possession of the Said Apartment/Unit to the Applicant/Allottee within the time period specified in Para 19 (i) or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession'

shall mean that the apartment/unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

- (b) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the RERA or the Rules or Regulations made thereunder.
- (ii) In case of Default by Promoter under the conditions listed above a non-defaulting Allottee shall be entitled to the following:
- (a) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
 - (b) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment/unit, along with interest at the rate of 1% higher than the annual Marginal Cost Lending Rate on home loan of State Bank of India within 45 (forty-five) days of receiving the termination notice.
Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate of 1% higher than the annual Marginal Cost Lending Rate on home loan of State Bank of India for the period delay in handing over possession of the Said Apartment/Unit after the Grace Period of Construction at the time of handing over possession.
- (iii) The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
- (a) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay late payment charge/interest to the promoter on the unpaid amount at the rate of 1% higher than the annual Marginal Cost Lending Rate on home loan of State Bank of India for the period of delay. The Promoter must not be in default to take this benefit;
 - (b) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/Unit in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount, the interest liabilities and the non-refundable amount and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit;
Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

22. SUB-LEASE OF THE SAID APARTMENT/UNIT:

- (i) The Promoter, on receipt of Total Price of the Apartment/Unit as per the Payment Plan under the Application/BBA from the Allottee and compliance with other terms and conditions as stipulated herein and/or the BBA by him, shall execute a sub-lease deed and convey the title of the Apartment/Unit together with proportionate indivisible share in the Common Areas in favour of the Allottee;
However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice for possession, the Allottee authorizes the Promoter to withhold registration of the sub-lease deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee. In case the Allottee does not deposit the stamp duty and other charges and does not come forward for execution of the Sub-Lease Deed within 3 months from the date of notice for Possession, the Promoter can cancel the BBA in terms of this Application/ BBA.
- (ii) As per the terms and conditions of the Lease Deed for the Said Land executed by Greater Noida Industrial Development Authority (GNIDA) in favour of the Company, the allotment of the Said Apartment/Unit shall be subject to execution of tripartite Sub-Lease Deed to be executed between the GNIDA (Lessor), Company (Lessee) and the Allottee (Sub-lessee) in the form and format as prescribed by the GNIDA (Lessor). The said Lease Deed executed by the GNIDA in favour of the Company is for a period of 90 years from the date of its execution and therefore the Sub Lease Deed to be executed in favour of the Applicant/Allottee for sub-lease of the Said Apartment/Unit to him shall be for the unexpired or balance period of 90 years and shall expire simultaneously with the expiration of the said Lease Deed.
- (iii) The Applicant agrees that Sale/Sub-lease deed of the Said Apartment/Unit in favour of the Applicant/Allottee shall be executed only after the Applicant has made full and final payments towards the Total Price/Consideration and all other charges and dues which are due and payable by him to the Company. The Applicant agrees that the ownership of the Said Apartment/Unit shall remain vested with the Company till the execution of the Sale/ Sub-lease deed and handing over the possession of the Said Apartment/Unit.

23. DEFECT LIABILITY: It is agreed that in case any structural defect is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the promoter to give possession to the allottee, whichever is earlier it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the RERA.

24. MAINTENANCE OF THE SAID BUILDING, APARTMENT/UNIT AND THE PROJECT: The Promoter shall be responsible to Provide and maintain essential services in the Project till the taking over of charge of common area,

common services and facilities by the association of Allottees/Apartment Owners upon the issuance of the completion certificate of the project. The cost of such two years maintenance will be paid by the allottee(s) in advance at the time of offer of possession. However, out of which the charges of first year maintenance is a part of the total cost of the apartment/unit/flat which will be collected at the time of offer of possession and the remaining charges of second year maintenance is a part of the operation. Accordingly, the cost of the apartment/unit/flat can be established i.e. total cost plus charges for first year maintenance.

In consideration of the scheduled maintenance services to be rendered by the Promoter, the Allottee(s) agrees and binds himself to pay a monthly charge calculated @ **Rs. _____/-** (Rupees _____ only) per Sq. Ft. on the carpet area of the apartment/unit;

The monthly maintenance charges calculated on the above rates and the applicable GST/service tax payable thereon shall be deposited in advance for two years from the date of offer of possession;

The deposit made and maintained by the Allottee(s) under this head with the Promoter shall be interest free and as such the Promoter shall not be liable to pay any interest and/or the Allottee(s) shall not be entitled to claim any interest thereon at the time of its transfer to the association of Allottee(s).

The monthly maintenance charges have been computed and fixed in accordance and in tune to the prices prevailing as on date and shall be subject to an enhancement of 15% every year. The Promoter further reserves the right to increase the maintenance charges in case the maintenance charges agreed herein fall insufficient for proper maintenance of the Complex. The assessment of any such increase by the Promoter shall be final and binding on the Allottee(s). The Service Provider can require the Allottee(s) to pay the said enhancement/increase (if any) in the maintenance charges and can recover the same in the form of arrears;

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

25. RIGHT TO ENTER THE APARTMENT/UNIT FOR REPAIRS: The Promoter/maintenance agency/association of Allottees/Apartment Owners shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment/Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

26. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/UNIT:

- (i) The Allottee shall, after taking possession, be solely responsible to maintain the Apartment/Unit at his/her own cost, in good repair and condition and

shall not do or suffer to be done anything in or to the Building, or the Apartment/Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment/Unit and keep the Apartment/Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- (ii) The Allottee further undertakes, assures and guarantees that he/she would not put any publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment/Unit/Plot or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment/Unit.
- (iii) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees/Apartment Owners and/or maintenance agency appointed by association of Allottees/Apartment Owners. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

27. The Promoter agrees to pay all outgoings before transferring the physical possession/deemed possession of the Apartment/Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings including land cost, ground/lease rent, municipal or other local taxes, charges for water or electricity, common area maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment/Unit to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

28. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:** The Promoter hereby represents and warrants to the Applicant/Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;

- (iv) To the knowledge of the Promoter there are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment/Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and the Apartment/Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, said Land, Building and the Apartment/Unit and Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale/lease and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment/Unit which shall, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the sub-lease deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment/Unit to the Allottee and the Common Areas to the association of Allottees/Apartment Owners or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession/deemed possession of the Apartment/Unit along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees/Apartment Owners or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

29. It is agreed that the Promoter shall, except as agreed hereunder, not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in the application form which shall be in conformity with the advertisement, prospectus etc., on the basis of which the sale is effected in respect of the apartment/unit, without the previous written consent of the Allottee as per the provisions of the RERA:

Provided that the Promoter may make such minor additions or alterations as per the provisions of the RERA.

30. **Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees/Apartment Owners formed by the Allottees/Apartment Owners for rendering maintenance services
31. The Applicant undertakes not to demolish or cause to be demolished the Said Apartment/Unit or any part thereof nor shall at any time make any changes, additions or alterations, temporary or permanent, in or upon the Said Apartment/Unit. It is also understood and agreed by the Applicant that the peripheral side walls and columns of adjoining Apartments/Units are common and that the Applicant shall not make any alterations, modifications in these common walls and columns.
32. The Applicant undertakes that he shall not damage or change the theme and pattern of the landscape, plantation in and around the Common Areas within the Said Complex. The Applicant shall not sink, drill, install and/or commission any well/borewell/tube-well within the Said Apartment/Unit or anywhere else outside the area of the Said Apartment/Unit.
33. The Applicant hereby authorises the Company to forfeit the Earnest Money along with Non-refundable Amount, in case of non-fulfillment of the terms and conditions herein contained and/or the terms and conditions as would be contained in the BBA.
34. The Applicant agrees and undertakes that he shall comply with all legal requirements necessary for purchase/sub-lease of immovable property i.e. the Said Apartment/Unit, wherever applicable and shall execute all necessary forms or applications or deeds etc. for that purpose. Registration charges, Stamp Duty and Sub Lease Charges and other incidental/ ancillary expenses or charges in respect of the sale/sub-lease of the Said Apartment/Unit shall be over and above the Total Price payable and shall be borne and paid by the Applicant as per applicable rules, regulations and laws and as determined by the Governmental Authority or local bodies or concerned Authorities and/or the Company.
35. The Applicant agrees and undertakes that in case the Company confirms the booking and allots the Said Apartment/Unit to the Applicant by executing the BBA, then if at any stage the BBA or any other Agreement or document requires to be registered under any law or necessity, the Applicant binds himself and agrees to have the same registered through the Company in his favour at his own costs and

expenses including stamp duty, registration fees and other expenses and keep the Company fully absolved and indemnified in this regard. The Applicant agrees and undertakes that he shall be responsible and liable for paying deficiency in stamp duty, penalty, interest etc., if any, as per the Stamp Act or any other law. Any stamp duty and deficiency of stamp imposed by the Governmental Authority on the BBA and/or on any Agreement relating to the allotment/ sub-lease etc. of the Said Apartment/Unit shall be borne and paid by the Applicant.

36. It is agreed and understood that one parking slot shall be mandatory with the Apartment/Unit and the Applicant agrees that the Car Parking space shall form an integral part of the Said Apartment/Unit and usage right of the same shall be given to the Applicant for his exclusive use. The Car Parking space shall always remain attached to and be an integral part of the Said Apartment/Unit and the same shall not have any independent legal character detached from the Said Apartment/Unit. The Applicant undertakes not to sell/transfer/deal with the said parking space as independent of the Said Apartment/Unit and whenever the Said Apartment/Unit is transferred in any manner, the same shall be inclusive of the transfer of the right to use the said parking space simultaneously and further undertakes not to modify, make any changes or cover the car parking space in any manner whatsoever at any point of time. The covered or basement or stilt parking space shall mean the parking space to be provided in the basement or stilt portion of the Said Building/Said Complex as the case may be. The open parking space shall mean the parking space to be provided in the open area (i.e. open to sky area) of the Said Building/ Said Complex. The Applicant also undertakes to park his vehicle(s) in the said parking space only and not anywhere else in the Said Building/Tower/Complex/Project. The Company will allot the reserved/demarcated Car Parking space to the Applicant requesting for the Said Apartment/Unit only, after handing over of the Said Building/Complex and the decision of the Company in allotment of the specified Car Parking space to the Applicant of the Said Apartment/Unit shall be final and shall be accepted by the Applicant and the Applicant shall have no right to raise any objection in that regard.
37. The Applicant understands and agrees that the Company may be carrying out developmental/construction activities after handing over physical possession of the Said Apartment/Unit to the Applicant/Allottee in future in the areas falling inside/outside the Said Complex in which the Applicant's Said Apartment/Unit is located and that the Applicant on being made aware of this fact by the Company has confirmed that the Applicant shall not raise any objections or make any claims on account of inconvenience, if any, which may be suffered by him due to such developmental/construction or its incidental/related activities. The Applicant agrees and undertakes that he shall not at any time before or after taking possession of the Said Apartment/Unit have any right to raise any objection to the Company's continuing the construction and development of other Apartments / Units / Buildings / Towers / structures in the Said Project. Further the Applicant neither individually nor jointly nor through anyone else shall neither done nor cause to be done anything that may impede/cause hindrance in the construction or completion of the Said Apartment/Unit or Said Project or in handing over possession thereof to other Applicants/Allottees.

38. The Applicant agrees that in the event of increase of FAR (Floor Area Ratio) beyond the current applicable FAR by any Governmental Authority and purchase of additional FAR by the Company, the Company shall have full right to raise further constructions over the top roof/terrace of the Towers/Buildings and/or on the open area or vacant land including but not limited to constructing additional buildings in the Said Project as being the sole and exclusive property of the Company and the Applicant shall not be entitled to raise any objection or make any claim on any account in this regard. The Company shall have the sole discretion and right to utilize the additional/increased FAR in the manner it deems fit. The Applicant further agrees and confirms that on such additional construction by use of additional/increased FAR, the additional construction shall be the sole property of the Company, which the Company shall be entitled to dispose of in any manner it chooses without any interference from the Applicant. The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Complex/Project. The Applicant acknowledges that the Applicant has not made any payment towards the additional/increased FAR and shall have no objection to any of such construction activities carried on the Said Building/ Said Project.
39. The Applicant agrees that the Company shall have the rights over the top roof/terrace of the Said Building / Said Project. The Company reserves the right to deal with any part of the top roof/terraces above the top floor, for any purpose including installation and operation of antenna, satellite dishes, solar panels or to use the same for advertisement purposes and the Applicant agrees that he shall have no right to object or cause any hindrance to the same or make any claims on this account. The top roof/terrace shall always vest with the Company and the Company shall be the sole owner thereof.
40. The Applicant agrees and undertakes that he shall have no right to change the name of the Said Complex/Project and the name of the Said Complex/Project shall always be displayed over the top roof/terrace of the Said Building and at such other prominent places as deemed fit by the Company without any interruption of any kind whatsoever from the Applicant. The Applicant agrees and undertakes that he shall have no right to object or cause any hindrance to the same or make any claims on this account.
41. The Applicant agrees that he shall not carry out any construction/modification in the Said Apartment/Unit or anywhere in the Said Building or Said Project.
42. The Applicant further agrees and undertakes that he shall not display any signboard/name plate/neon light signs on the exterior of the Said Building/Tower or in the Common Areas. The Applicant further undertakes as follows:
- (i) That he shall not change the colour scheme of the exteriors of the walls, doors, windows etc.

- (ii) That he shall not carry out any change in the exterior elevation or design of the Said Apartment/Unit.
- (iii) That he shall not remove any wall of the Said Apartment/Unit.
- (iv) That he shall distribute the electrical load in the Said Apartment/Unit in compliance with the electrical system installed by the Company.
- (v) That he shall not do any acts or thing which may in any manner deface the front balcony or terrace of the Said Apartment/Unit or the façade of the Said Building e.g. covering of balconies, hanging/drying of clothes etc., hanging of plants/flower pots outside the balconies and terraces etc. The welding of any kind is strictly prohibited in the Said Apartment/Unit/Said Building/Said Complex without prior written permission of the Maintenance Agency introduced and nominated by the Company.
- (vi) That he shall not fix/install the Air conditioners/Air Cooler or equipment of like nature at any place other than the spaces earmarked for in the Said Apartment/Unit and shall not design or install or open them in the inside passages, common areas or in the staircases. The Applicant shall further ensure that no water should drip from the Air Conditioners/Air Coolers or the like equipment in a way which may cause inconvenience to the occupants of other Apartments/Units in the Said Building/Said Project.
- (vii) That he shall be solely responsible for maintaining the Said Apartment/Unit at his own costs, in good repair and condition and shall not do or cause to be done anything in or to the Said Apartment/Unit or to the Said Building/Said Project which may be in violation of the applicable Laws and shall maintain the Said Apartment/Unit, its walls and partitions, pipes, appurtenances thereto in good and tenable condition and maintain the same in fit and proper conditions and ensure that the support, shelter etc. of the Said Apartment/Unit should not in any way be damaged or jeopardized.
- (viii) That he shall himself be responsible for insurance of the Said Apartment/Unit and the contents lying in it, after taking over possession / deemed possession of the same, at his own costs and expenses against the fire, earthquake etc.
- (ix) That he shall be solely/jointly and severally responsible and liable for any loss or damage caused on account of the breach of the conditions mentioned herein.
- (x) That he shall not disturb/shift any fire sprinkler/alarm/pipes and/or any plumbing/drainage pipes in his apartment/unit and/or in any part of the common area.

43. The Applicant agrees that he shall strictly and meticulously remain bound by the terms and conditions contained in the Booking Application and the terms and conditions as contained in the BBA.

44. The Applicant agrees that in case two or more Applicants applying jointly for allotment of the Said Apartment/Unit in this Application, and this Application and/or the BBA executed in favour of the Applicant in pursuance of this Application is rejected/cancelled under any provisions of this Application and/or the BBA, as

the case may be, and the Company is required to refund any amount in terms of such provision, the Company shall refund such amount in the names of all the Applicants in equal ratio and can dispatch the cheques at the address of the first named Applicant/Allottee.

45. In case the Said Apartment/Unit is allotted to the Applicant by the Company, the Applicant agrees and undertakes to enter into and execute a Maintenance Agreement to be executed between the Applicant and the Maintenance Agency introduced and nominated by the Company on or before Notice for Fit-Out of the Said Apartment/Unit is given by the Company, for the maintenance facility and upkeep of the Common Areas and Facilities and Common Services in the Said Tower and Said Project and undertakes to pay the Transferable Interest Free Maintenance Security (TIFMS) and advance Maintenance and other Charges as determined and fixed by the Maintenance Agency introduced and nominated by the Company. The Applicant agrees and undertakes that the Maintenance Charges shall be payable by the Applicant from the date of possession/ provisional possession of the Said Apartment/Unit and in the event of the Applicant failing to take possession/ provisional possession of the Said Apartment/Unit, once it is offered for possession/ provisional possession by the Company, the Applicant shall be deemed to have taken possession of the Said Apartment/Unit and shall be liable to pay Maintenance and other Charges commencing from the date of such deemed possession. The Applicant agrees and undertakes to take possession/ provisional possession of the Said Apartment/Unit Tower wise as and when the same is offered and also within the time stipulated by the Company in the concerned letter or notice by executing necessary sub lease deed and/or indemnities, undertakings etc. It is also agreed that the Common Areas and Facilities in the Said Complex/Project including Club/Community Center, Swimming Pool etc. shall become operational only after completion of the Said Complex/Project entirely.
46. The Applicant agrees and confirms that the Applicant shall not hold the Company responsible for any act or omission or commission or deficiency in services of any nature whatsoever on the part of Maintenance Agency. The Maintenance Agency shall be solely and exclusively responsible (be it tortuous, vicarious, civil or criminal) for its acts, commission or omission in rendering the services to the Applicant in terms of the Maintenance Agreement. The Applicant hereby expressly discharges the Company from the effects of any act, omission, negligence or deficiency in services on the part of the Maintenance Agency.
47. The Applicant agrees and confirms that after execution of sub-lease deed, he shall permit the Company introduced and nominated Maintenance Agency or its representatives, when so required, to enter the Said Apartment/Unit for the purpose of performing installations, alterations, inspection or repairs to the mechanical or electrical services and generally such entry will be at a time convenient to the Maintenance Agency and Applicant but in case of emergency, such right of entry shall be immediate.
48. The Applicant agrees and undertakes that he shall use the Said Apartment/Unit for residential purpose only and shall not use or allow to be used the Said Apartment/Unit for any illegal or immoral purpose or for any activity that may cause nuisance to other Applicants/Allottees in the Said Building/Tower/

Complex/Project and agrees to indemnify and hold harmless the Company for any losses and/or damage caused on account of breach of the aforementioned conditions.

49. In case of death of the Applicant/Allottee, his/her Legal Heirs be substituted in his place subject to such terms and conditions and charges as the Company may impose and as per the provisions of the applicable law in this respect. The person substituted in place of the Applicant shall be solely responsible and liable for all legal, monetary or any other consequences/charges that may arise from such substitution. The substituted Applicant shall jointly and/or severally keep the Company fully indemnified and harmless in this regard. The Applicant understands and agrees that all the provisions contained in the BBA and the obligations arising thereunder in respect of the Said Apartment/Unit shall equally be applicable to and enforceable against any and all future assignees of the Said Apartment/Unit, as the said obligations go along with the Said Apartment/Unit for all intents and purposes, subject to the provisions mentioned herein above.
50. The Applicant agrees and understands that the Applicant shall get his complete mailing address registered with the Company by mentioning the same in this Application and it shall be his responsibility to inform the Company in writing by Registered/Speed Post A.D. Letter about all or any subsequent changes, if any, failing which all communications/notices etc. sent by the Company at the first mailing address as mentioned by the Applicant in this Application or at the last known mailing address as informed by the Applicant, as the case may be, shall be deemed to have been received by the Applicant. In case of joint Applicants, all communications/notices shall be sent by the Company to the Applicant whose name appears first and at the mailing address given by him and this shall for all purposes be considered/deemed to have been received by all the Applicants and no separate communication shall be sent to the other joint Applicants. This is without prejudice to the stipulation that the Applicant shall have to strictly comply with the schedule of payment plan opted by him and the Applicant shall be fully and solely responsible for any default in payment and the consequences that might arise therefrom.
51. The Applicant agrees and acknowledges that the Total Price of the Said Apartment/Unit is fair and acceptable to the Applicant. The Applicant further agrees and acknowledges that a similar Apartment/Unit may be/have been booked/sold/allotted/conveyed by the Company at a different price/consideration and the Applicant shall not raise any objection or claim in this regard.
52. The Applicant agrees that in the event a cheque deposited by him with the Company towards any payment due to the Company is dishonored on technical ground(s), the Applicant shall replace the dishonored Cheque with a Demand Draft/Banker's Cheque within three (3) days of such dishonor along with dishonor charges, failing which this Application or the BBA of Said Apartment/Unit, as the case may be, shall automatically stand rejected or cancelled, at the sole discretion of the Company without any prior intimation to the Applicant. Provided however that in the event a cheque is dishonored on the ground of insufficient funds or stop payment, this Application or the BBA of the Said Apartment/Unit, as the case may

be, shall automatically stand rejected and/or cancelled, at the sole discretion of the Company without any prior intimation to the Applicant. In both the cases of dishonor of cheque, the Earnest Money along with any Non-refundable Amount shall stand forfeited and the balance amount, if any, shall be refunded to the Applicant without any interest after a period of 90 days after such cancellation.

53. The Applicant confirms that he has seen and accepted the Layout plan / Building plan of the Said Complex / Said Building and specifications, and also confirms that he has requested for booking of the Said Apartment/Unit with the specific knowledge that the Company may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion, deem appropriate and fit or as may be done by any Governmental Authority and the Applicant hereby gives his irrevocable consent to such variation/addition/deletion/alteration and modification.
54. The Applicant agrees that the Company shall have the full right to effect alterations in the Layout plan / Building plan of the Said Building/Project, which may involve all or any of the changes, like change in the area or location or direction of the Said Apartment/Unit, change in its number, boundaries, change in floor-plan layout or any other changes and the Applicant shall have no objection to such alterations. The Company shall have the right to increase or decrease the number of Apartments/Units offered in the Said Building / Said Complex. The Company shall also have the right to withdraw the allotment of some of or all the Apartments/Units. The Applicant agrees and undertakes that if any change happens in the Carpet Area of the Said Apartment/Unit within the range of +/- 3% (Three Percent), then the Applicant shall be under an obligation to accept the same and pay/receive the increase/decrease in the price of the Said Apartment/Unit accordingly without any objection. Such revised price will be applicable at the original rate per sq. ft. of Carpet Area at which the Said Apartment/Unit was booked by the Applicant. However, in case the variation exceeds +/- 3% (Three Percent) of the Carpet Area and the same not being acceptable to the Applicant, in that eventuality the Applicant shall inform the Company in writing his objections to such variation within 30 (Thirty) days from the date of receipt of information of such variation, failing which the Applicant shall be deemed to have given his consent to such variation and he shall pay/receive the increase/decrease in the price of the Said Apartment/Unit accordingly without any objection. In case the Applicant objects to such variation in writing within the said time limit of 30 (Thirty) days and the Company decides to go ahead with such variation, then the BBA of the Said Apartment/ Unit shall be deemed to be cancelled and the Company shall be liable only to refund the entire amount received from the Applicant with simple interest @ 1% higher than the annual Marginal Cost Lending Rate of home loan of the State Bank of India calculated from the respective dates of realization of the respective amounts by the Company till the date of receipt of such objections in writing from the Applicant by the Company, within a period of 90 days after such cancellation, provided the Applicant is not in breach or violation of any of the terms and conditions of this Application/ BBA. The Applicant specifically agrees and undertakes that after such deemed cancellation of the BBA of the Said Apartment/Unit, the Applicant shall have no right, interest, claim and lien of any nature whatsoever on the Said

Apartment/ Unit and against the Company except to have refund along with interest as stipulated herein above. After the said deemed cancellation of Application/ BBA, the Company shall be free in all respect to deal with the said apartment/unit and allot the same to any other person.

55. The Applicant agrees and acknowledges that the Company shall not be liable to perform any or all of its obligations during subsistence of any Force Majeure circumstances and the time period required for performance of its obligations shall inevitably stand extended. The Applicant also agrees that if in the opinion of the Company, Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the Said Project in abeyance and cancel/amend/modify/vary the terms and conditions of this Application / booking / BBA and in case of cancellation of the Application / booking / BBA, the Company shall be liable only to refund the entire amount received from the Applicant with simple interest @ 1% higher than the annual Marginal Cost Lending Rate of home loan of the State Bank of India calculated from the respective dates of realization of the respective amounts by the Company till the date mentioned in the letter/notice sent by the Company to the Applicant for such cancellation, within a period of 90 days from the date of said letter/notice of cancellation, provided the Applicant is not in breach or violation of any of the terms and conditions of this Application/ BBA. The Applicant specifically agrees and undertakes that after such cancellation, the Applicant shall have no right, interest, claim and lien of any nature whatsoever on the Said Apartment/Unit and against the Company except to have refund along with interest as stipulated herein above.
56. The Applicant agrees and acknowledges that any delay on the part of the Statutory Authority/Governmental Authority in issuance of the completion certificate in respect to the said Apartment/Unit /Project shall not be considered as any delay on the part of the Company. The date of applying for the completion certificate by the Company shall be presumed as the date of completion and the Company shall not be liable for any delay on any account whatsoever and the Applicant shall have no right to make any claim whatsoever for the delay.
57. The Applicant agrees and acknowledges that the compensation/damages in the form of interest for the period of delay in offering possession/fit-out stipulated herein shall be payable to the Applicant only if the Applicant has made timely payment of all the due instalments and other charges/dues as payable by him to the Company in terms of the payment schedule/plan stipulated in the BBA. It has been explicitly understood and agreed by the Applicant that in the event of his failure to make timely payment of any of the due instalments or other charges/dues, the stipulation of payment of compensation/damages in the form of interest by the Company to the Applicant shall be deemed to have been waived off by the Applicant and the Applicant shall not be entitled to any compensation/damages in the form of interest. The payment of interest on the delayed instalment(s)/charges shall not make the Applicant entitled for the above mentioned compensation/damages in the form of interest.

58. The Applicant agrees and acknowledges that this Application is purely on tentative basis and the Company may decide not to allot any or all the Apartments/Units in the Said Building/Said Project or altogether decide to put at abeyance the Said Project itself, and the Applicant undertakes that he shall have no right to raise any dispute and claim any right, title, interest etc. on the acceptance of the Application and receipt of the Booking Amount or Earnest Money being received by the Company from the Applicant.
59. The Applicant understands, agrees and undertakes that subject to other terms and conditions of this Application/ BBA and after payment of the Total Price, Taxes, other charges and dues as per the Application/ BBA, the Applicant shall be transferred/conveyed the Said Apartment/Unit together with usage rights of car parking space in the Said Building/Said Project alongwith undivided and impartible proportionate share in the land underneath the Said Building and undivided proportionate share in the Common Areas of the Said Building or the Applicant shall be transferred/conveyed the Said Apartment/Unit in the Said Complex, including all easementary rights attached thereto alongwith rights of use of Common Areas and Facilities earmarked for common use for all occupants within the Said Project. The Applicant agrees and undertakes that he shall not be entitled to claim partition of his undivided share in the land underneath the Said Building, and the same shall always remain undivided and impartible and unidentified.
60. The Applicant understands, agrees and undertakes that except for the Said Apartment/ Unit, along with all common easementary rights attached therewith, including undivided right of use of all Common Areas and Facilities and of ingress and egress over Common Areas within the Said Project, which may be within or outside the foot print of the Said Building, all rights and interests in all unallotted/unsold areas in the Said Building/Said Project, open spaces, roofs/terraces of Said Building, basements, parking spaces (except those which are specifically reserved), shall continue to vest in the Company and the Company shall have the sole right and absolute authority to deal with such areas, facilities and amenities in any manner including by way of sale, transfer, lease or any other mode which the Company may deem fit in its sole discretion. The Applicant agrees and acknowledges that upon execution of the BBA, the terms and conditions contained therein shall supersede the terms and conditions set out in this Application Form and/or any other document.
61. The Applicant if wishes to keep any pet(s), he shall keep it obtaining necessary licenses/permissions from the competent authority in this respect and always remain compliant with all rules/regulations in this regard. He shall keep the pet within his apartment/unit and shall ensure that whenever the pet is taken out, it is properly tied with a leash and it does cause any harm and/or bite anybody. The Applicant shall keep the pet properly vaccinated at all the times. The Applicant shall be responsible for cleaning the body wastes of his pet if done in any part of the common area of the said project. In case any harm is caused to anybody by and/or due to the pet, in such event, the Applicant alone shall be fully responsible and liable in all respects and the Company and/or the Maintenance Agency shall not be responsible/liable in

any manner whatsoever and the Applicant shall always keep the Company/Maintenance Agency indemnified and harmless at all the times in this respect.

62. For electricity supply in the apartment/unit, the Company shall make the provisions/fittings only to the point where the electricity meter to be obtained from the electricity department can be installed. The Applicant shall have to obtain the electricity connection/meter from the electricity department on his own by paying the requisite charges etc. and complying with the other formalities. The Company shall obtain the electricity connection only for supply to the common area/services, the Applicant shall be required to pay his share for obtaining this electricity connection and shall be required to pay his share towards periodical fixed and consumption charges in addition to the common area maintenance charges.
63. The Power Back through DG Supply is proposed to be provided in the Project. The Applicant shall be required to mandatorily obtain from the Company minimum DG load of 1 KVA (one) for his Apartment/Unit by paying the requisite charges. The periodical fixed and consumption charge of DG power shall be payable by the Applicant as per the agreed rates regularly in addition to the Common Area Maintenance Charges.
64. The recreational club with gymnasium and health club (hereinafter referred to as the “**Recreational Facilities**”), are proposed to be provided in the Project. The Applicant authorises the Company to formulate, at the Company's sole discretion, appropriate management structure and policies, rules and regulations for the said Recreational Facilities and upon intimation of the formalities to be complied with by the Company, the Applicant undertakes to fulfill the same. It is understood that the Recreational Facilities usage shall be limited to only the occupants of the Project and the Company may make suitable provision of covenants to this effect in the necessary documents (including but not limited to the Indenture of sub-lease), which the Applicant undertakes to faithfully comply with without raising any objections. On the Recreational Facilities becoming functional, keeping in view the general requirement of the residents/members, the quantum of facilities available and other incidental factors affecting running and maintenance, the Applicant shall pay charges as prescribed from time to time and also abide by the rules and regulations formulated by the Promoter/Maintenance Agency for proper management of the said facilities. The charges for maintenance of the Recreational Facilities shall be payable by the Applicant additionally.
- The maintenance charges/advance does not include the charges for recreational club developed in the complex. The club forms part of the independent area as declared under the provisions of the U.P. Apartment Act, 2010 and the user charges for club shall be in addition to the monthly common area maintenance charges. Presently the club user/operational charges have been fixed at Rs. _____/- per month and shall be payable in advance for Two (2) Year for the running and maintenance of various recreational facilities such as swimming pool, club and the various facilities provided therein

65. The responsibility of maintaining the Common Area, Common Services and Facilities shall be the joint responsibility of the apartment owners/occupants of the Project. For this purpose, an association of apartment owners shall be formed as and when the sufficient number of Apartment/Unit(s) to form such association in the project shall be occupied. The Applicant/Allottee shall participate in the process of formation of such association as he shall be a member of the association by default. The Applicant shall pay the requisite membership fee of the Association as and when demanded and shall comply with and be bound to comply with the rules and regulations formed by the association.
66. The applicant(s) agrees and understands that the Company is not giving any warrantee or guarantee with regard to the equipments/appliances installed in the said apartment/unit. The company shall not be responsible or liable for any defect, mishap, accident which may occur due to any manufacturing defect, operation defect or otherwise in the equipments/appliances installed in the said apartment/unit. The applicant(s) agrees and understands that the company shall not be responsible for operation maintenance or for any consequence thereof. Further, the glass doors and windows shall also be under no guarantee and/or warrantee of the Company.
67. It is agreed that the Company can replace and change any specified brand of an article to be used /provided in the apartment/unit as mentioned in apartment/unit's specifications with an equivalent brand and the Applicant shall have no objections in this regard.
68. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:** The Parties are entering into this Agreement for the allotment of an Apartment/unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
69. **U.P. APARTMENT/UNIT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010 (as amended):** The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the U.P (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh.
70. **BINDING EFFECT:** Forwarding the BBA/Agreement to the Allottee by the Promoter in pursuance of this application will not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers the Agreement with all the schedules along with the payment of due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly he 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 the Allotment Agreement within 30 (thirty) days from the date of

its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. However, Promoter can deduct its administrative charges which shall not be more than Rs. _____/- (Rupees _____ only).

71. PROVISIONS OF THE APARTMENT/UNIT BBA APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained in the Apartment/Unit BBA to be signed between the parties in pursuance of this Application and the obligations arising thereunder in respect of the Apartment/Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment/Unit, in case of a transfer, as the said obligations go along with the Apartment/Unit for all intents and purposes.

The applicant(s) before making full payment and execution of sub-lease deed cannot assign his rights, titles and interest in the flat without the prior written consent of the company. The company at its sole discretion may however allow transfer of the allotment before execution of sub-lease deed on payment of a transfer fee of four (4) per cent of the total sale price, as prevailing at the time of desired transfer, subject however upon the expiry of thirty six (36) months from the date of booking / as per the discretion of the company.

72. WAIVER NOT A LIMITATION TO ENFORCE

- (i) 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 is 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.
- (ii) Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

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

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

74. FURTHER ASSURANCES: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of

any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

75. PLACE OF EXECUTION OF THE APARTMENT/UNIT BBA: The execution of the Apartment/Unit BBA shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the jurisdictional Sub-Registrar. The Agreement shall be deemed to have been executed at Noida, Gautam Budh Nagar, Uttar Pradesh.

76. NOTICES: That all notices to be served on the Allottee and the Promoter as contemplated under herein shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified above. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to 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.

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

78. SAVINGS: Any application letter, BBA, agreement, or any other document signed by the Allottee, in respect of the Apartment/Unit, prior to the execution and registration of Apartment/Unit BBA for Sale /Lease for such apartment/unit, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale/Lease or under the Act or the Rules or the Regulations made there under.

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

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

IN WITNESS WHEREOF the parties hereto, after understanding the contents of this agreement and having sound disposition of mind and good health and at their own without

any outside pressure, influence, coercion, etc., have signed this Agreement on the day, month and year first above written in the presence of the following witnesses:

PROMOTER

ALLOTTEE(S)

For Golfgreen Mansions Pvt. Ltd.

1.

Authorised Signatory

2.

SCHEDULE-1
Detail of the Apartment/Unit

Type	:		Carpet Area Sq. Ft.	:	
Unit No.	:		Carpet Area Sq. Mtr.	:	
Block	:		Super Area Sq. Ft.	:	
Floor	:		Super Area Sq. Mtr.	:	

SCHEDULE-2
Total Cost of the Apartment/Unit

Details of Consideration

a.	i. Basic Sale Price (BSP)	:	Rs. _____
	ii. Preferential Location Charges (PLC)	:	Rs. _____
	iii. Car Parking Slots (Mandatory)	:	Rs. _____
b.	Other Charges (One time non-refundable)		
1	Main Entrance S. S. Door (Mandatory)	:	Rs. _____
2	Power Back-up Charges (1 KVA Mandatory)	:	Rs. _____
3	Club Membership Charges (per flat)	:	Rs. _____
	Total Consideration	:	Rs. _____

(Rupees: _____ only)

(Note: GST as applicable from time to time shall be payable by the allottee(s) separately)

Apart from above total consideration the additional charges/amount to be paid by the allottee and demanded by the promoter as per **ANNEXURE-A** attached.

ANNEXURE-A

TOTAL PRICE *	
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Additional charges on carpet area over & above the Total Price	Amount
TIFMS	Rs. _____/- psft.
Sinking Fund	Rs. _____/- psft.
Administrative Charges	Rs. _____/- psft.
Lease rent	Rs. _____/- psft.
IGL	Connection as per IGL terms and condition
Water & Sewer, Advance, Security, Running Maintenance Charges	As per Authority
EEC	Rs. _____/- psft.
FFC	Rs. _____/- psft.
Electrification Charges	Rs. _____/- per KW
Legal Charges for sub-lease	Rs. _____/-
One year maintenance charges - cost of the flat	Rs. _____/- psft.
Second year maintenance charges - operational	Rs. _____/- psft.

Note: GST & other Govt. levies extra as applicable, to be paid by the allottee.

Disclaimer: 1 sq. ft. = 0.0929 sq. mt., 1 sq. mt. = 10.764 sq. ft, 1 ft. = 0.305 mt and 1 mt = 3.281 ft.

SCHEDULE-3
Payment Plan/Schedule

Payment Schedule - CLP PAYMENT PLAN

Applicant Name :

Co Applicant :

Flat No:

Carpet Area Sq. Ft.

Carpet Area Sq. Mtr.

Super Area Sq. Ft.

Super Area Sq. Mtr.

At the time of Booking	10% BSP
Within 60 days from booking	30% BSP
At the time of Casting of basement roof	7.5% BSP
At the time of Casting of 6th Floor	7.5% BSP
At the time of Casting of 12th Floor	7.5% BSP
At the time of Casting of 18th Floor	7.5% BSP
At the time of Casting of 22th Floor	7.5% BSP
At the time of Casting of 28th Floor	7.5% BSP
At the time of Flooring	10% BSP
At the time of offer of Possession**	5% BSP + IFMS + Other Charges

Note:

- ** The above mentioned figures are just for computation purpose. The amount of final installment will be intimated at the time of possession.
- No Separate Letter for Reminder of Due Installments will be Sent.
- Please Pay Your installments before Due Date to avoid interest on amount due.
- Any Other Extra Charges Shall be intimated at the time of possession.

SCHEDULE-3
Payment Plan/Schedule

Payment Schedule - DOWN PAYMENT PLAN

Applicant Name :

Co Applicant :

Flat No:

Carpet Area Sq. Ft.

Carpet Area Sq. Mtr.

Super Area Sq. Ft.

Super Area Sq. Mtr.

At the Time of Booking	10% BSP
Within 45 Days from Booking	80% BSP
At the time of offer of Possession**	10% BSP + IFMS + Other Charges

Note:

- ** The above mentioned figures are just for computation purpose. The amount of final installment will be intimated at the time of possession.
- No Separate Letter for Reminder of Due Installments will be Sent.
- Please Pay Your installments before Due Date to avoid interest on amount due.
- Any Other Extra Charges Shall be intimated at the time of possession.

SCHEDULE-4

Definitions

The following words and expressions, wherever mentioned in this Agreement, when capitalized, shall have the meaning assigned herein and when not capitalized, shall have their ordinary meaning.

- a. **“Person”**: means any individual, sole proprietorship, body corporate, corporation, joint venture, trust, any Governmental Authority or any other entity or organization.
- b. **“Applicant”**: The person requesting or applying for allotment of the Said Apartment/Unit, who has set out his particulars and appended his signatures in this Application as an acknowledgement of having agreed to the terms and conditions mentioned herein has been referred to as “Applicant”.
- c. **“Application”**: This Application requesting for allotment of the Said Apartment/Unit in the Said Project on the terms and conditions contained therein has been referred to as "Application".
- d. **“Builder Buyer Agreement (BBA)”**: The document/agreement to be signed and executed by and between the Company and the Applicant, on the Company’s standard format whereby allotment of the Said Apartment/Unit will become confirmed and the Said Apartment/Unit will be allotted to the Applicant at the sole discretion of the Company and subject to the Applicant’s complying with and remaining compliant with the terms and conditions of this Application, has been referred to as “BBA”.
- e. **“Company/Promoter”**: Golfgreen Mansions Pvt. Ltd., a company within the meaning and provisions of the Companies Act, 2013 having its Regd. Office at 73, Swayam Seva, Co-op. G.H.S., Jhilmil, Delhi-110095 has been referred to as “Company/Promoter”. The Company has CIN (Corporate Identification Number) U70200DL2012PTC237482 and GST Registration No. 09AAECG7783M1ZT.
- f. **“Said Land”**: The land parcel comprised in and having Plot No. GH-03 A admeasuring 22,000 Sq. Mtr. situated in Sector-10, Greater Noida West, Distt. Gautam Budh Nagar, Uttar Pradesh allotted to the Company and conveyed in its favour on lease for 90 years commencing from 09.06.2023 by the Greater Noida Industrial Development Authority vide Lease Deed dated 09.06.2023 duly registered in the office of the jurisdictional Sub-Registrar Dadri, Gautam Budh Nagar, Uttar Pradesh on 09.06.2023 in Book No.1 Volume No. 23799 at Page No. 123 to 182 as Document No. 22132 on 09.06.2023 for development of a group housing thereon as per the terms and conditions contained therein, has been referred to as “Said Land”.
- g. **“Said Project”**: The group housing project proposed to be/being developed on the Said Land named as “Elite X” as per the Building Plan/Map approved by the Competent Governmental Authority comprising of residential Apartments/Units, Shops, Club/Community Centre and other Buildings etc. has been referred to as “Said Project”.
- h. **“Said Apartment/Unit”**: The Apartment/Unit to be allotted by the Company to the Applicant with the details mentioned in the Application Form/BBA, has been referred to as “Said Apartment/Unit”, which includes any alternative Apartment/Unit that may be allotted by the Company in lieu of the Said Apartment/Unit.

- i. **“Said Tower” or “Said Building”:** The Tower/Building in the Said Project, in which the Said Apartment/Unit will be located, has been referred to as “Said Tower” or “Said Building”.
- j. **“Preferential Location Charges or PLC”:** The charges payable for every preferential location characteristic of the Said Apartment/Unit, to be calculated on the basis of carpet area of the Said Apartment/Unit, has been referred to as “Preferential Location Charges or PLC”.
- k. **“Earnest Money”:** 10% (Ten Percent) of the Total Price/Consideration of the Said Apartment/Unit has been referred to as “Earnest Money”, which is required to be necessarily paid by the Applicant along with the Application for booking or within the maximum period as specified herein as Booking Amount, which is a mandatory condition for consideration of the Application by the Company. GST as applicable shall be paid in addition to the Earnest Money.
- l. **“Carpet Area”:** Carpet Area is the net usable floor area of an apartment/unit, 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/Unit.”
- m. **“Built-up Area”:** Built up area, as per CREDAI definition, shall mean the total Polyline (P. Line) area measured on the outer line of the unit including balconies and /or terrace with or without roof. The outer walls which are shared with another apartment/unit shall be computed at 50% Remaining Outer walls are computed at 100%.
- n. **“Super Area”:** (i) the entire area of the said flat enclosed by its periphery walls, including half of the area under common walls between two flats, and full area of walls in other case; area under columns, cupboards, window projections and balconies; and (ii) proportionate share of service areas to be utilized for common use and facilities, including but not limited to lobbies, staircase, circulating areas, lifts, shafts, passage, corridors, stilts, lift machine room, area for water supply arrangement, overhead and underground water tanks, maintenance office, security/fire control rooms etc.
- o. **“Common Areas and Facilities”:** “Common Areas and Facilities” mean and include:
 - (i) The land on which the Said Building/Tower is located and the land in common use within the Said Project and all appurtenances belonging to the Said Land and the Said Building/Tower and Said Project.
 - (ii) The foundations, columns, girders, beams, supports, main walls, halls, common corridors, passages, lobbies, stairs, stairways, fire-escapes, projections, common toilets, and entrances and exit of the Said Building/Tower and Said Project.
 - (iii) Park/garden and/or the part of club facilities/amenities provided in the club which have not been included in the independent areas in the declaration made in respect to the project under the provisions of UP Apartment Act 2010.
 - (iv) The premises for the lodging of the janitors or persons employed for the management of the Said Project.
 - (v) Installations of common services, such as, power, light, water and sewerage etc.
 - (vi) The elevators, tanks, pumps, motors, compressors, expressers, fans, cable pipe line (if provided for TV, gas etc.), pipes and ducts and in

general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floors.

- (vii) Circulation areas, services areas including but not limited to machine rooms, overhead water tanks etc., architectural features, if provided and security control rooms.
- (viii) All other parts of the Said Building/Tower and Said Project necessary or convenient to its existence, maintenance and safety or normally in common use.

The Applicant will be entitled to use the Common Areas and Facilities within the Said Building/Tower and Said Project subject to covenants and timely payment of Common Area Maintenance Charges and all other applicable dues. However, such generally Common Areas and Facilities earmarked for common use of all occupants shall not include the reserved parking space individually allotted to the respective occupants for their exclusive use.

- p. **“Limited Common Areas and Facilities”**: “Limited Common Areas and Facilities” mean those Common Areas and Facilities within the Said Building/Tower and Said Project earmarked/reserved including Open/Stilt/Basement parking spaces, storages etc. for use of certain Apartment(s)/Unit(s) to the exclusion of the other Apartments/Units. All other common areas and facilities, which are not included hereinbefore in Common Areas and Facilities, shall be treated as Limited Common Areas and Facilities and shall be reserved for use of certain Apartment(s)/Unit(s) to the exclusion of other Apartments/Units.
- q. **“Independent Areas”**: “Independent Areas” mean the areas which are not included as Common Areas for joint use of Apartments/Units and may be sold/sub-leased by the Company without the interference of other Apartment/Unit Allottees.
- r. **“Fit-Out Period”**: After completion of construction of the structure of the Said Tower/Building which contains the Said Apartment/Unit, the Company shall give Notice for Fit-Out work to the Applicant/Allottee for carrying out the work of final touch and installation of sanitary ware, kitchen sink, CP fittings, Hardware Accessories, final coat of paint etc. (Items as per specifications of the Said Apartment/Unit) in the Said Apartment/Unit. The duration of the said Fit-Out Period can be upto 90 days from the date mentioned in the Notice for Fit-Out, during which the Applicant/Allottee may inspect the work of final touch and installation being carried out in the Said Apartment/Unit.
- s. **“Governmental Authority”**: “Governmental Authority” means any Government Authority, Statutory Authority, Government Department, Agency, Commission, Board, Tribunal or Court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of Government of India or any State or other subdivision thereof or any Municipality, District or other subdivision thereof, and any other Municipal/Local Authority having jurisdiction over the land on which the Said Building / Said Complex is situated.
- t. **“Force Majeure”**: “Force Majeure” means any event or combination of events or circumstances beyond the control of the Company which cannot by the exercise of reasonable diligence, or despite the adoption of reasonable

precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Application/ BBA, which shall include but not be limited to:

- (i) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disaster(s) etc.;
 - (ii) Explosions or accidents, air crashes and shipwrecks;
 - (iii) Strikes or lock outs, industrial dispute, civil commotion, farmers' unrest or agitation;
 - (iv) Non-availability of cement, steel or other construction materials due to strikes of manufactures, suppliers, transporters or other intermediaries or due to any reason whatsoever;
 - (v) War and hostilities of war, riots, bandh, act of terrorism;
 - (vi) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, Court Order or direction from any Governmental Authority that prevents or restricts the Company from complying with any or all of the terms and conditions as agreed in this Application;
 - (vii) Any Legislation, Order or Rule or Regulation made or issued by the Government or any other Authority or if any Competent or Statutory Authority(ies) refuses, delays, withholds or denies the grant of necessary approvals for the Said Complex/Project or Said Tower/Building or if any Matters, issues relating to such approvals, permissions, notices, notification by the Competent Authority(ies) become subject matter of any Legal Proceedings before any competent Court or for any reason whatsoever;
 - (viii) Any event or circumstances analogous to the foregoing.
- u. **“Non-refundable Amount”:** “Non-refundable Amount” means interest paid or due on delayed payments, brokerage paid or payable by the Company, other charges, and taxes including the GST (Good and Service Tax), if any, incurred by the Company.
- v. **“Maintenance Agency”:** “Maintenance Agency” means the Agency to whom the Company will introduce and nominate or appoint to carry out the Maintenance and upkeep of the Common Areas and Facilities in the Said Building / Said Project. Such Maintenance Agency will be in control for maintenance and upkeep of the Said Building/Said Project.
- w. **“Maintenance Charges”:** “Maintenance Charges” means the Charges to be paid by the Applicant/Allottee to the Maintenance Agency introduced and nominated by the Company for the Maintenance and upkeep of the Common Areas and Facilities in the Said Building/Said Complex in terms of the Maintenance Agreement to be executed between the Applicant/Allottee and the Maintenance Agency on or before Notice for Fit-Out of the Said Apartment/Unit is given by the Company as mentioned hereinabove.
- x. **“Transferable Interest Free Maintenance Security (TIFMS)”:** The Buyer/Allottee(s) shall pay to the Promoter a sum of Rs. ____/- (Rupees _____ only) per sq.ft. of the Carpet area of the Flat towards Transferable Interest Free Maintenance Security(TIFMS) as replacement fund to be established for meeting expenses relating to repair/replacement of capital equipment including such as lifts, pumping set, water mains, electric cables, transformers, generators, fire fighting installations, devices and equipments, painting of exterior walls of the complex, major repairs of common areas and

facilities, as and when required to be attended to, in the absolute discretion of the Promoter. It is clarified and agreed by the buyer/allottee that any expenses / cost incurred by the developer/builder/promoter towards replacement / repairs of any equipment / plant and machinery etc. Installed / underused for providing maintenance facilities / services shall be paid by the buyer/allottee proportionately, till such time the maintenance facilities are transferred / handed over to the duly registered apartment owners association, in accordance with the provisions of the U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) RULES, 2010. Such cost / charges may be adjusted against the advance maintenance charges paid by the buyer or out of TIFMS deposited at the time of offer of possession of the flat.

- y. **“Taxes”**: “Taxes” means any and all Taxes or charges payable by the Company and/or its Contractors, Suppliers, Consultants etc., be it House Tax / Property Tax, Water Tax, Sewer Tax, Wealth Tax, Goods and Service Tax, Cesses, Labour Cess, Levies, Sales Tax, Trade Tax, Metro Cess, Works Contract Tax, Workers Welfare Cess and Taxes and charges of all and any kind called by whatever name, whether levied or leviable now or in future or any increase thereof, by any Governmental Authority, Local Authority, State Government, Central Government or Court, as the case may be in connection with the construction and development of the Said Apartment/Unit / Said Building.
- z. **“Basic Sale Price”**: “Basic Sale Price” means the basic consideration amount payable by the Applicant calculated on per square meter / per square feet basis of the Supre Area of the Said Apartment/Unit.
- aa. **“Total Price”***: “Total Price” means and include the amount payable by the Applicant for sale/sublease of the Said Apartment/Unit which includes the Basic Sale Price, PLC (if the Said Apartment/Unit is preferentially located) the amount towards recovery of price of land, lease rent, construction of not only the Apartment/unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, provisioning for electrical connectivity to the Apartment/Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment/Unit and the Project but does not include other amounts, charges, security amount etc. which are payable in terms of this Application or as and when demanded by the Company including but not limited to the following:
 - (i) Property tax, Municipal tax of the Said Apartment/Unit;
 - (ii) Stamp duty, registration and incidental charges as well as expenses of the BBA and Sale/Sublease/deed etc.;
 - (iii) Taxes;
 - (iv) Common Area Maintenance charges for Two years applicable from the date of physical possession or deemed possession of the apartment/unit, whichever is earlier, payable and to be demanded at the time of offer of possession of the apartment/unit. The cost of such two years maintenance will be paid by the allottee(s). However, out of which the charges of first year maintenance is a part of the total cost of the apartment/unit/flat which will be collected at the time of offer of possession and the remaining charges of second year maintenance is a

- part of the operation. Accordingly, the cost of the apartment/unit/flat can be established i.e. total cost plus charges for first year maintenance;
- (v) Transferable Interest Free Maintenance Security (TIFMS) Transferable Interest free maintenance security deposit @ Rs. ____/- per sq. ft for the Carpet Area of the Said Apartment;
 - (vi) Administrative Charges @ Rs. ____/- per sq. ft for the Carpet Area of the Said Apartment.
 - (vii) Club operational charges @ Rs. ____/- per month initially to be paid for 24 months as advance.
 - (viii) The cost of electric meters for the Said Apartment, along with required accessories
 - (ix) Sinking Fund @ Rs. ____/- per sq. ft for Carpet Area of the Said Apartment.
 - (x) External Electrification Charges (EEC) & Fire Fighting Charges (FFC).
 - (xi) Any other charges that may be payable by the Applicant, as per the other terms of this Application and such other charges as may be demanded by the Company as per **ANNEXURE-A**.

These amounts shall be payable by the Applicant in addition to the Total Price in accordance with the terms and conditions of this Application and/or as per the demand raised by the Company from time to time.