

(Mulberry at The Prestige City Indirapuram)

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) executed at _____ on this _____ day of _____, 20_____.

By and Between

PRESTIGE PROJECTS PRIVATE LIMITED (CIN No. U45201KA2008PTC046784), a company incorporated under the provisions of the companies Act, 1956, having its registered office at Prestige Falcon Tower, No. 19, Brunton Road, Bangaluru – 560025, Karnataka, and its site office at The Prestige City Indirapuram, NH-24, Village Akbarpur Bherampur, Mirzapur, Shahbad alias Mitthepur, Ghaziabad – 201001, Uttar Pradesh (PAN - AACP7361E), represented by its authorized signatory _____ (Aadhar No. _____) authorized vide board resolution dated _____, hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns).

AND

SGS CONSTRUCTION & DEVELOPERS PRIVATE LIMITED, (CIN No. U40101DL2001PTC112938), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at R-10, Green Park Main, New Delhi – 110016 represented by its attorney holder Prestige Projects Private Limited vide general power of attorney dated _____ The Promoter and Co-Promoter shall hereinafter be referred to as “**Promoters**”. _____ hereinafter referred to as the “**Co-Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns).

AND

And [If the Allottee is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to all context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assignees).

[OR]

[If the Allottee(s) is a Partnership Firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business, at _____, (PAN _____). Represented by its authorized partner, _____, Aadhar No. _____ authorized vide _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the survivor of them and their heirs, executors and administrators of the last surviving partner and his/her their assignees).

[OR]

[If the Allottee is an Individual]

First Allottee:

Mr./Ms. _____ (Aadhar No. _____) son / Daughter of _____ aged about _____ residing at _____. (PAN _____). Hereinafter called the 'Allottee' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

Second Allottee (If Applicable):

Mr./Ms. _____ (Aadhar No. _____) son / Daughter of _____ aged about _____ residing at _____. (PAN _____). Hereinafter called the 'Allottee' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family Known as _____ HUF, having its place of business/ residence at _____, (PAN _____), hereinafter referred to as the 'Allottee' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assignees).

[Please insert details of other Allottee(s), in case of more than one Allottee]

The Promoter and Co-Promoter shall hereinafter be referred to as "**Promoters**". The Promoter, Co-Promoter and Allottee(s) shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

DEFINITIONS:

For the purpose of this Agreement, unless and context otherwise requires,-

- (a) '**Act**' or '**RERA**' means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) as applicable in the state of Uttar Pradesh, including any statutory enactments, amendments, or modifications thereof and any other rules, regulations or bye-laws framed thereunder.
- (b) '**Agreement**' shall mean and refer to this Agreement, including all the schedules, annexures, attachments, exhibits and instruments, as amended, supplemented, or replaced or otherwise modified mutually in writing in accordance with the provisions contained herein.
- (c) '**Allottee**' shall mean the person to whom the Apartment has been allotted and whose particulars are set out in this Agreement.

- (d) **‘Apartment’** or **‘Unit’** shall have the meaning ascribed to it under Recital [J] of this Agreement.
- (e) **‘Apartment Act’** means Uttar Pradesh Apartment (Promotion of Ownership and Maintenance) Act, 2010 and rules & regulations made thereunder.
- (f) **‘Apartment Owners’ Association’** shall mean and refer to an association of apartment owners as defined under Clause (e) of Section 3 of the Apartment Act with respect to the Project.
- (g) **‘Application’** shall mean and refer to the application executed by the Allottee including all its annexures as are contained therein and attached thereto for the allotment of an Apartment in the Project with the related obligations/rights of the Parties.
- (h) **‘Applicable Laws’** shall mean and refer to all applicable statutes, laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, directions, guidelines, policies, courts, notices, judgement, decrees or any other requirement or official directive of any authority or any person authorized to act under any authority from time to time in relation to the Project / Apartment or the transaction between the Parties as contemplated herein, including, but not limited to, the Apartment Act and the RERA.
- (i) **‘Authority’** means Uttar Pradesh Real Estate Regulatory Authority.
- (j) **‘Booking Amount’**, shall mean 10% of cost of Apartment and applicable Goods and Services Tax (“GST”) thereon as defined under Clause 1.2 (Explanation (i)) of this Agreement.
- (k) **‘Carpet Area’** means the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shaft, Exclusive Area, but includes the area covered by the internal partition walls of the Apartment.
- (l) **‘Car Parking Spaces’** shall mean and refer to the car parking space(s) designated for the exclusive use of the Allottee in the Project by the Promoter.
- (m) **‘Common Areas’** shall have the same meaning as defined under Clause (d) of Rule 2 (1) of U.P. Real Estate (Regulation & Development) Rules, 2016, as amended from time to time.
- (n) **‘Exclusive Area’** shall mean the floor area of the or verandah or garden or open terrace as the case may be, which is appurtenant to the net usable floor area of the Apartment, meant for the exclusive use of the Allottee. Exclusive Area is calculated prior to application of any finishes (i.e., on bare shell basis) and is subject to tolerance of +/- 5% (five percent) on account of structural, design and construction variances.
- (o) **‘Force Majeure Event’** shall mean and include any event beyond the reasonable control of the Promoter which prevents, impairs or adversely affects the Promoter’s ability to perform its obligations under this Agreement, which *inter alia* shall mean and include a case of war, flood, drought, fire, cyclone, earthquake or any other calamity of nature caused by nature affecting the regular development of the Project including but not limited to typhoons, lightning, landslides, accidents, air crashes, acts of

terrorism, explosions, plague, pandemic, epidemic, natural disasters, lockdowns, rebellion, riot, strikes, civil commotion, invasion, act of foreign enemies, hostilities, any act of God, Governmental restrictions, state of emergency, inability to procure or general shortage of water, energy, equipment(s), facilities, materials or supplies (such as steel, cement, etc.), failure of transportation, shortage of labour, strikes and lock-outs, change in law, the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any competent authority / Government that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement, any legislation, policy / guidelines, decisions, order or rule or regulation made or issued by the Government or any other competent authority, delay in grant of occupation certificate or part thereof by the competent authority, change in Government's policy, court orders / judgment such as order of National Green Tribunal (NGT), challenge of land acquisition proceedings, or any other act or if there is a delay beyond the reasonable control of the Promoter or for any reason whatsoever; any event or circumstances analogous to the foregoing.

- (p) **'Government'** means the Government of India and Government of the state of Uttar Pradesh and shall include ministry, department, board, authority, instrumentality, forum, agency, corporation, commission, court or tribunal whether central, state, local, municipal, judicial, quasi-judicial or administrative of the Government of India and Uttar Pradesh's state Government and any other statutory / non-statutory authority.
- (q) **'Independent Areas'** mean those areas which are not included as Common areas for joint use of apartments in the Project and may be sold by the Promoter without the interference of other allottees / apartment owners including without limitation school(s), retail buildings and other buildings for public purposes within The Prestige City Indirapuram.
- (r) **'Interest Free Maintenance Security Deposit' or 'IFMSD'** shall mean the interest-free maintenance security deposit payable by the Allottee (in addition to the advance maintenance charges) under this Agreement towards security for adjustment of any unpaid Maintenance Charges as may be payable by the Allottee in terms of the Maintenance Agreement.
- (s) **'Limited Common Areas and Facilities'** means those Common Areas and facilities which are designated by the Promoter, before the allotment, sale or other transfer of any apartment in the Project, as reserved for use of a certain apartment or apartments to the exclusion of the other apartments.
- (t) **'Maintenance Agreement'** shall mean an agreement, to be executed between the Allottee and the MSA or its appointed agency or nominee, which is applicable and binding for all the apartment owners / allottees and occupants of the Project, for the maintenance and upkeep of the Project as a whole.
- (u) **'Maintenance Charges'** shall have the meaning ascribed to such term under Clause 11 of this Agreement.
- (v) **'Maintenance Service Agency' or 'MSA' or 'Maintenance Agency'** shall mean the agency/body/firm/company appointed and employed for maintenance, upkeep and security of the Project.

- (w) **‘Non Refundable Amounts’** shall collectively mean: (i) interest on any overdue payments; (ii) brokerage paid / payable by the Promoter to the channel partner / broker in case the booking is made by the Allottee through a channel partner / broker; (iii) all taxes paid by Promoter to the statutory authorities levied or leviable under Applicable Laws; (iv) pre EMI cost paid or reimbursed by the Promoter; (v) administrative charges as per Promoter’s policy; (vi) any other Taxes, charges and fees payable by the Promoter to the Government including but not restricted to the ‘Pass Through Charges’ (the ‘Pass Through Charges’ shall be refundable by the Promoter only once / if the same are received back by the Promoter); (vii) any payout(s) in any manner whatsoever including but not limited to rebate(s), discount(s), reimbursement(s), pre-handover rebate / payout / benefits etc; and (viii) loss of opportunity cost, cost or expenses towards cancellation of booking, cost or expenses towards acquiring subsequent booking and other similar consequential or incidental costs or losses.
- (x) **‘Payment Plan’** shall mean the payment plan selected by the Allottee for the Apartment as more particularly described in **Schedule C** of this Agreement.
- (y) **‘PLC’ or ‘Preferential Location Charges’** shall mean the charges to be paid by the Allottee in case the Apartment is allotted to the Allottee is preferentially located, as more particularly described in **Schedule C** of this Agreement.
- (z) **‘Project’** herein shall mean and refer to the project known as “Mulberry at The Prestige City Indirapuram” being developed by the Promoter over the Land.
- (aa) **‘Project Land’** herein shall mean and refer to the land admeasuring 50,842.03 square meters, over which the Project is being developed and constructed.
- (bb) **‘Regulations’** means the regulations made under the Real Estate (Regulation and Development) Act, 2016, as applicable in the State of Uttar Pradesh.
- (cc) **‘Rules’** means the rules made under the Real Estate (Regulation and Development) Act, 2016, as applicable in the State of Uttar Pradesh.
- (dd) **‘Sale Deed’ or ‘Conveyance Deed’** shall mean a document to be executed by the Promoters in favour of the Allottee for the purposes of transferring: (a) all the rights, title and interests in the Apartment; and (b) the proportionate undivided interest in the Common Areas to the Allottee, and to be registered before the jurisdictional Sub-Registrar of Assurances.
- (ee) **‘Statutory Charges’** shall mean and include the charges to be paid to any Government, local bodies as the case may be and as mentioned in this Agreement.
- (ff) **‘Taxes’** shall mean and include all applicable taxes, cesses, levies, duties, including but not limited to GST, property tax, fees and other applicable taxes presently and/or imposed by the Government / any relevant authority, at any time in the future (including with retrospective effect, if any), in respect of the Project/Apartment/consideration hereunder including even after the sale and handing over the

possession of the Apartment, which shall additionally, be payable by the Allottee which are not included in the Total Price and any other charges, unless otherwise specified in this Agreement.

- (gg) **‘The Prestige City Indirapuram’** or **‘TPCI’** shall mean the comprehensive development over the Larger Land and as described in Recital [A].
- (hh) **‘Total Price’** shall have the meaning as described in Clause 1.2.

WHEREAS:

- A. The Co-Promoter is the absolute and lawful owner of contiguous land parcels admeasuring 25.378 (twenty five point three seven eight) hectares or ~62.71 (sixty two point seven one) acres situated at Villages Akbarpur Behrampur, Mirzapur & Shahbad alias Mitthepur, Ghaziabad, Uttar Pradesh (**“Larger Land”**). The Co-Promoter and the Promoter have entered into three (3) separate joint development agreements, each dated _____ and registered as Document Nos. _____ with the office of the Sub-Registrar, Ghaziabad (collectively, **“Joint Development Agreements”**), whereby the Co-Promoter has granted irrevocable and exclusive development rights over and to the Larger Land to the Promoter *inter alia* including the rights to plan, develop, and market an integrated township on the Larger Land, comprising, inter alia, three distinct residential projects viz.: (i) Mulberry at The Prestige City Indirapuram, (ii) Oakwood at The Prestige City Indirapuram, and (iii) Mayflower at The Prestige City Indirapuram, along with EWS blocks, schools, retail block/buildings, and other buildings and facilities for public purposes (collectively referred to as **“The Prestige City Indirapuram”** or **“TPCI”**). The vacant, peaceful, physical and exclusive possession of the Larger Land is with the Promoter by virtue of the Joint Development Agreements.
- B. Within The Prestige City Indirapuram, the Promoter is developing a group housing project known as ‘Mulberry at The Prestige City Indirapuram’ comprising *inter alia* 1719 (one thousand seven hundred nineteen) residential units spread across 9 (nine) residential towers divided in two blocks i.e. Aspen (Tower A1 to A5) and Birch (Tower B1 to B4) viz. Tower A1 (comprising 191 residential units within 3 Basements + Ground + 50 floors), Tower A2 (comprising 191 residential units within 3 Basements + Ground + 50 floors), Tower A3 (comprising 191 residential units within 3 Basements + Ground + 50 floors), Tower A4 (comprising 191 residential units within 3 Basements + Ground + 50 floors), Tower A5 (comprising 191 residential units within 3 Basements + Ground + 50 floors), Tower B1 (comprising 191 residential units within 3 Basements + Ground + 50 floors), Tower B2 (comprising 191 residential units within 3 Basements + Ground + 50 floors), Tower B3 (comprising 191 residential units within 3 Basements + Ground + 50 floors), and Tower B4 (comprising 191 residential units within 3 Basements + Ground + 50 floors), a clubhouse known as ‘Club Mulberry’ (comprising 2 floors and 3 common basements), and other common facilities and amenities (**“Project”**) over part of the land parcels admeasuring 50842.03 sq. meters (approx.) forming part of and comprised in Khasra Nos. 46 (0.164 Ha), 47 (0.215 Ha), 48 (0.164 Ha), 49 (0.240 Ha) situated at Village Shahbad alias Mitthepur, and Khasra Nos. 1 (0.164 Ha), 2 (0.316 Ha), 3 (0.367 Ha), 4 (0.2478 Ha), 5 (0.911 Ha), 6 (0.158 Ha), 6P (0.146 Ha), 7 (0.5828 Ha), 8 (0.5415 Ha), 16 (0.1530 Ha), 17 (0.544 Ha), 18M (0.182 Ha), 19P (0.103 Ha), 20M (0.148 Ha), 21P (0.1375 Ha) situated at village Akbarpur and Behrampur, Khasra Nos. 126 (0.1441 Ha), 127 (0.6905 Ha), 128 (0.594 Ha), 129 (1.0028 Ha), 130 (0.443 Ha), 131 (0.164 Ha), 132 (0.936 Ha), 133 (0.329 Ha), 134 (0.430 Ha), 135

(0.711 Ha), 136 (0.0912 Ha), 137 (0.0117 Ha), situated at Village Mirzapur, Tehsil & District Ghaziabad (U.P.) situated in the aggregate 11.0319 Hectares or ~27.26 Acres (hereinafter referred to as “**Land**”, which is a part of the Larger Land.

- C. The Allottee acknowledges and understands that while the Project is a standalone development with separate services, facilities, and amenities, designed to be self-sustaining and independent of the others, the Project along with other projects within TPCI (barring Mayflower at The Prestige City Indirapuram, as this project has an independent dedicated access) as described in Recital [A] above derive access from external roads and designated internal connecting roads on the western side of the Larger Land abutting the highway as specified in the layout plan of TPCI and annexed herewith as **Annexure ____ (“Township Access Roads”)**, ownership and control of which shall always remain with the Promoter, and the residents / occupants of the aforesaid projects within TPCI shall only have a limited right to use the Township Access Roads for ingress and egress to their respective projects within TPCI in terms hereof. TPCI, therefore, serves as a collective entity for these independent projects, providing a unified location while maintaining the distinct identities and operational independence of each project and the underlying designated land parcels and their designated infrastructure, plant and equipment.
- D. The Allottee has been made aware, and understands that by virtue of the Joint Development Agreements, the Promoter has the exclusive and unfettered right and authority to construct, develop, market, sale and operate the Project on the Land *inter alia* including the right to book, allot and sell the Unit (*defined hereinbelow*).
- E. The Promoters are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Land on which Project is to be constructed have been completed.
- F. Further, Ghaziabad Development Authority has granted the commencement certificate to develop the Project *vide* no. Group Housing/07484/GDA/BP/24-25/0554/27072024, Dated 28.11.2024
- G. The layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the Unit, have been approved by Ghaziabad Development Authority. The Promoter and Co-Promoter agree and undertake that they shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other Applicable Laws.
- H. The Promoter and Co-Promoter have registered the Project under the provisions of the Act with the Authority at Lucknow (Uttar Pradesh) on _____ under registration no. _____.
- I. The Promoter has allowed the Allottee, inspection of the title and ownership documents of the said Land, layout plan, sanctioned plan, specifications and all necessary approvals for the Project as sanctioned by the competent authorities and all other documents relating thereto, and the Allottee has understood and verified the title of the Promoters to the Project and Land, and the layout, design,

specifications, area details, salient features, common facilities and all limitations and obligations in respect thereof. The Allottee is aware of the master development of 'The Prestige City Indirapuram' and acknowledges that the Project is an integral part of the larger development i.e., 'The Prestige City Indirapuram'. Further, The Allottee is aware and understands that the sanctioned plan, specifications, time schedule of Project completion, development work and infrastructure details, and other relevant documents/information has already been provided by the Promoter and displayed at the Authority's Website "up-rera.in" and that the Allottee undertakes that he has studied and investigated the said documents/information and is fully satisfied about their contents.

- J. The Allottee, after fully satisfying himself/herself/themselves in respect of the aforesaid inspection of relevant documents in relation to the Project and the title and rights of the Promoters over the Land and Project, had applied for a residential unit in the Project *vide* application dated _____ ("**Application**") and in furtherance thereof, has been allotted Apartment/Unit no. _____ having carpet area of _____ square meters (..... square feet), super built up area of _____ square meters (..... square feet), type _____, on _____ floor in tower no. _____ along with _____ Covered Car Parking Space(s) within the Project, as permissible under the Applicable Law (hereinafter referred to as the '**Unit**' or '**Apartment**' more particularly described in **Schedule A** and the floor plan of the Unit is annexed hereto as **Schedule B**) together with undivided proportionate share in the Common Areas and more particularly specified under the deed of declaration submitted before the concerned authority.
- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- L. The Allottee has represented and warranted to the Promoters that the Allottee has the authority and eligibility to enter into and perform these presents and has clearly understood his rights, duties, responsibilities and obligations under this Agreement. The Allottee hereby undertakes that he/she/they shall abide by all laws, rules, regulations, notifications and terms and shall be liable for defaults and/or breaches of any of the conditions, rules or regulations as may be applicable to the Project and the said Apartment.
- M. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules regulations, notification, etc., applicable to the Project.
- N. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit and the parking (if applicable) as specified in **Recital [J]**.

- P. This Agreement now incorporates the details embodied in the Application, terms and conditions of which shall form part and parcel of this Agreement, unless superseded, directly or indirectly, by anything contained in this Agreement.
- Q. The Agreement contemplated and detailed below, along with the terms and conditions laid down in the Application, shall prevail over all other terms and conditions provided in the brochures, advertisements, price lists and other sale documents. This Agreement supersedes all previous documents issued in relation to the allotment of the Apartment.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoters agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Unit for residential usage along with the parking(s) as specified in **Recital [J]**.
- 1.1.2 The Parties confirm that they have read and understood the provisions of Section 14 of the Act.
- 1.2 The Total Price for the Unit based on the carpet area is Rs. _____ (Rupees _____ only ("**Total Price**") as per the break up and details specified below:

Block/Building/Tower No. : _____ Unit No. : _____ Type: _____ Floor: _____ Carpet Area: _____ Super Built Up Area: _____	Rate of Unit: Rs. _____ per square meter (Rs. _____ per square foot) of Carpet Area
Total Price (in rupees)	

Please note that the following costs are included in the above-mentioned Total Price of the Unit:

- (i) Right to Exclusive use _____ nos. of Car Parking/s (Covered)
- (ii) Proportionate cost of Common Areas and the Land.

EXPLANATION:

- (i) The Total Price above includes the Booking Amount ("**Booking Amount**" is 10% of the Total Price) paid by the Allottee(s) to the Promoter towards the Unit for residential usage along with the exclusive right to use Car Parking Space. It is hereby clarified that the amount paid by the Allottee at the time of Application forms part of the Booking Amount. It is further clarified that the Booking Amount is payable in more than one installment for the convenience of the Allottee(s) and the same shall be treated as earnest money for due performance of the obligations of the Allottee(s) under this Agreement.
- (ii) The Total Price as mentioned above includes Taxes save and except GST which is excluded from the Total Price (consisting of tax paid or payable by the Promoter or which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called excluding

GST) up to the date of handing over the possession of the Unit to the Allottee(s) after obtaining the completion certificate.

Provided that in case there is any change / modification in the taxes/charges/fees/levies etc., the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/decreased based on such change / modification. Provided further that if there is any increase in the taxes/charges/fees/levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- (iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in Clause 1.2 above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/charges/fees/levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/charges/fees/levies etc. have been imposed or become effective.
- (iv) The Total Price of Unit includes recovery of price of Land, construction of not only the Unit but also the Common Areas, Preferential Location Charges (PLC), if any, property / land taxes till completion of construction of the Project, cost of providing electric wiring, electrical connectivity to the Unit, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project.

However, cost of electricity meter, IFMSD, IGL/PNG connection, sinking fund, additional generator connected load, prepaid meter charges, FTTH (fibre to the home), internal development charges and external development and city development charges (if applicable) club membership fees and any other additional facilities cost is not included and shall be paid extra by the Allottee(s) at the time of offering possession. The charges attributable to maintenance of community facility(ies), user fee and utility services charges are also not included in the cost of the Unit.

- (v) That the Allottee(s) agrees and understands that, if any dues/charges/taxes/fees/levies etc. payable by the Allottee(s) has not been paid because the same has not been demanded by Promoter or its authorised representative inadvertently by oversight, mistake or by ignorance and later it comes to the notice of the Promoter/representative then the same will be paid by the Allottee(s), as and when noticed and demanded by Promoter. This will not however take away in any manner, the obligations of the Allottee(s) specified herein.
- (vi) The Allottee(s) is aware that 'Tax Deducted at Source' ("**TDS**") shall be deducted from the Total Price in case the total price of the property being purchased is above Rs. 50,00,000 (Rupees Fifty Lakh Only) in accordance with the currently applicable rules as per the Income Tax Act, 1961 or as applicable at the time of payment. The Allottee(s) shall pay the TDS to the Government and deliver the relevant TDS certificate, challan, receipt and other relevant documents to the Promoter as per the Act and rules made there under, as applicable to this transaction. Any delay in making the payment to Promoter and /or taxes as aforesaid shall make the Allottee(s) liable to pay the interest to Promoter and/or any penalty levied by the concerned authority/ies in respect thereof.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee(s) 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. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development fee, cost/charges imposed by the competent authorities, the Promoter shall enclose

the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development fee, after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the act, the same shall not be charged from the Allottee(s).

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in '**Schedule C**' ('**Payment Plan**').
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments at the rate prescribed by the Promoter, if any, for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at '**Schedule D**' and '**Schedule E**' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Unit, without the previous written consent of the Allottee(s) as per the provisions of the Act and the Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.

Provided that the Promoter may make such minor additions or alterations as per the provisions of the Act for the overall benefit of the Project.

- 1.7 The Promoter shall conform to the final Carpet Area of the Unit that has been allotted to the Allottee(s) after the construction of the building/Unit is complete as the case may be and the completion certificate/occupancy certificate (*as applicable*) is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area of the Unit. The total price payable for the Carpet Area of the Unit shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area of the Unit, then the Promoter shall refund the excess money paid by Allottee(s) within 45 (forty five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Carpet Area of the Unit, which is not more than 3% (three percent) of the Carpet Area of the Unit, allotted to Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the payment plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3, the Promoters agrees and acknowledges, the Allottee(s) shall have the right to the Unit as mentioned below:
 - (i) The Allottee(s) shall have exclusive ownership of the Unit, and the right to exclusively use the Car Parking Space(s), if applicable;
 - (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas, since the share/interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) 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 Apartment Owners' Association after duly obtaining the completion certificate from the competent authority as provided in the Act and/or Rules made thereunder.

- (iii) The Allottee(s), with prior written request, has the right to visit the Project site to assess the extent of development of the Project and the Unit allotted to him for residential usage, and adherence to security guidelines as maybe issued by the Promoter.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Unit along with the designated exclusive Car Parking Space shall be treated as a single indivisible unit for all purposes. It is acknowledged and agreed by the Allottee that while the Project is an independent, self-contained Project developed over part of the Land, the same is an integral part of the larger development known as 'The Prestige City Indirapuram'. It is clarified that Project's facilities and amenities other than declared as Independent Areas, and Limited Common Areas and facilities, in the deed of declaration shall be available only for use and enjoyment of all allottees of the Project. It is acknowledged by the Allottee that despite the Project's independent nature, all projects (barring Mayflower at The Prestige City Indirapuram, as this project has an independent dedicated access) within 'The Prestige City Indirapuram' derive access to their respective project from the Township Access Roads, ownership and control of which shall always remain with the Promoter, and the residents / occupants of the aforesaid projects within TPCI shall only have a limited right to use the Township Access Roads for ingress and egress to their respective projects within TPCI in terms hereof. It is understood by the Allottee that the uninterrupted and unobstructed functioning of the Township Access Roads is essential for the smooth operations and functioning of TPCI and the projects comprised therein, and therefore, the Allottee agrees and undertakes to neither (i) stake any claim on or over any of the Township Access Roads, nor (ii) do any act or omission, or allow any act or omission, which may obstruct or hinder the smooth operations and functioning of the Township Access Roads. Allottee further acknowledges and agrees that the cost and expenses to maintain the Township Access Roads shall be shared by all projects within TPCI (barring Mayflower at The Prestige City Indirapuram, as this project has an independent dedicated access), and will be recovered from the allottees / occupants of the said projects by the Promoter on a pro-rata basis, unless otherwise expressly specified.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottee, which it has collected from the allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the 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 Unit to the Allottee, the Promoter agrees to be liable even after the transfer of the Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11 The Allottee(s) has paid a total sum of Rs. _____ (Rupees _____ only) as Booking Amount being 10% (ten percent) of the Total Price of the Unit, at the time of application and subsequently as advance payment till the signing of this Agreement, the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan (**Schedule C**), as may be demanded by the Promoter within the time and in the manner specified therein:
- Provided that if the Allottee(s) delays in payment towards any amount which is payable in respect of the Unit in terms hereof, the Allottee(s) shall be liable to pay interest at the rate prescribed in the Rules, from the date when such amounts become due for payment until the date of receipt by the Promoter.
- 1.12 The images, audio-visuals, show flats in the marketing documents/ presentations/prospectus/ website by the Promoter may show additional features, additional fixtures, loose furniture etc. to provide the

allottee(s) or prospective allottee(s) the conceptual sense of the possible lifestyle and such material shall carry a disclaimer or clarification for the same. Such conceptual marketing material shall not form the basis for the specifications and design commitment to the Allottee(s) and the committed layout and specifications are as detailed separately in this Agreement and its Schedules.

- 1.13 The drawings committed in this Agreement are for typical layout of the Unit. Based on detailed structural design considerations, minor changes from typical layout (duly recommended / verified by an authorized architect / engineer) shall be acceptable to the Allottee(s) and provision of columns shall be added to the typical layout as per structural design requirements for each Unit. However, such minor changes shall be duly intimated to the Allottee *vide* a proper declaration at the time of offer of possession.

Provided that all the specifications are subject to replacement by equivalent brand/ quality at the discretion of the Project's architect.

- 1.14 Even in the case where the Project is progressed ahead of schedule or completed before time or occupancy is handed over to the purchasers before scheduled date, the purchasers will mandatorily pay their dues in accordance with the existing stipulations/actual stage wise completion of construction and no penalty/ interest/ costs can be imposed on the Promoter for such preponement of construction/ delivery. If there is any delay in the aforesaid stage wise payment by the Allottee(s) then it shall be treated as a default and penalized as specified herein.
- 1.15 The Allottee(s) shall have equal undivided share in the Unit in case of more than one Allottee(s). If any Allottee(s) dies, the booking will continue only after the Promoter receives a certificate regarding the legal heirs of the deceased from the appropriate authority and a no objection certificate from the bank, if loan is availed. However, if there is any delay in payments or any defaults of the part of the Allottee(s), then such defaults shall be dealt in accordance with the provisions in this Agreement and the notices/ communications shall be sent only at the address provided by the original Allottee(s).
- 1.16 The 'Carbon Credit Benefit' arisen, if any, in the Project will be redeemed by the Promoter who will be solely entitled to same without any liability to share the same with any Allottee(s).
- 1.17 The Promoter will develop a club house known as "Club Mulberry" (comprising of 2 floors and 3 common basements) in the Project ("Club"), for use by all the allottee(s) of residential apartments within the Project. In order to ensure efficient running and appropriate maintenance of the Club till the same is handed to the Apartment Owners' Association along with the Common Areas in terms hereof, the Club may be operated by the Promoter, either of its own or the Promoter at its sole discretion may transfer the operation, management and maintenance of the Club to Maintenance Service Agency or Apartment Owners' Association (if formed). The right to use such Club shall, at all times, be contingent upon due and faithful observance of all rules, bye-laws and conditions as may be notified by the Maintenance Service Agency / Promoter/ Apartment Owners' Association, as the case may be. The Allottee and all other persons using the club facility shall pay all charges including but not limited to 'Club Usage Charges' for usage of such Club and one time club membership fee and shall abide by the rules and regulations as may be formulated by the Maintenance Service Agency / Promoter/ Apartment Owners' Association for management of the Club. The nature of the membership and its benefits will be detailed out in a separate 'Club Membership Agreement' which shall be executed between the allottee(s) and the club management. The club membership fee and the club membership shall be co-terminus and co-existent with the ownership of the Apartment and upon transfer of the Apartment, the club membership will be transferred to the transferee of the Allottee. It is further agreed between the Parties that the Promoter shall continue to maintain and manage the Club for as long as the Promoter is responsible for the maintenance of The Prestige City Indirapuram.

- 1.18 By virtue of the proximity between (i) 'Mulberry at The Prestige City Indirapuram' and (ii) 'Oakwood at The Prestige City Indirapuram', and the layout of the aforesaid projects, the clubhouse(s) proposed to be developed by the Promoter in each of (i) 'Mulberry at The Prestige City Indirapuram' and (ii) 'Oakwood at The Prestige City Indirapuram' are intended for the use and benefit of all the aforesaid projects on a reciprocal basis. As such, all residents of "Mulberry at The Prestige City Indirapuram" and "Oakwood at The Prestige City Indirapuram" may access and use the Club and the common green areas within "Mulberry at The Prestige City Indirapuram" as well as the club facilities and common green areas within "Oakwood at The Prestige City Indirapuram", with approval from the Maintenance Service Agency or Promoter. It is further agreed between the Parties that the Promoter shall continue to maintain and manage the Club for as long as the Promoter is responsible for the maintenance of The Prestige City Indirapuram.

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (**Schedule C**) through A/c Payee cheque/demand draft/ bankers cheque or online (as applicable) in favour of Prestige Projects Pvt Ltd - Collection AC for 'Mulberry at The Prestige City', through online mode by way of RTGS/NEFT as per details mentioned in **Schedule C**.

The Allottee(s) understand and agrees that he/she/they will not make any payment in cash and if there is any claim of cash payment by the Allottee(s) then such claim shall be summarily rejected by the Promoter.

- 2.2 For all payments through A/c Payee cheque / demand draft / banker's cheque, the date of clearance of such A/c Payee cheque / demand draft / banker's cheque shall be taken as the date of payment. For payment through RTGS/NEFT/card payment, the date of credit in Promoter's bank account shall be taken as the date of payment, and credit for the payment made shall be given on actual value credited in the Promoter's account. In case of outstation cheque/demand draft or wire transfer/card payment, any charges including collection charges debited by bank or swipe fees/interchange fees/ transaction fee payable to bank, shall be borne by the Allottee and will be debited to the Allottee's account. Further, the Promoter is not and shall not be liable for any currency exchange rate given by the bank (in case of foreign remittance). Promoter will credit Allottee's account with the amount in Indian Rupees credited in Promoter's account.
- 2.3 All the payments to be made by the Allottee shall be subject to successful realization of Cheque/ Demand draft etc. In case of dishonor of any Cheque/Demand draft due to any reason whatsoever, the same shall amount to non-payment and shall constitute a default under this Agreement. In such an eventuality, without prejudice to other rights and remedies available to the Promoter under Applicable Law, the Promoter shall be entitled to and the Allottee shall be liable to pay the equivalent cheque amount along with the delay interest and applicable bank charges to the Promoter. In case of first time of cheque being dishonored, a sum of Rs.5,000/- (Rupees Five Thousand Only) would be debited to the Allottee's account in addition to the bank charges. In the event of subsequent dishonor, a sum of Rs.10,000/- (Rupees Ten Thousand Only) would be debited to the Allottee's account in addition to the bank charges. This is without prejudice to the other rights of the Promoter in this Agreement or otherwise under Applicable Law.
- 2.4 The Allottee shall be issued a receipt by the Promoter against the delivery of every demand draft / cheque/online payment issued by the Allottee(s) subject to the clearance of the payment. The receipt of the payment shall be issued by the Promoter in the name of the Allottee(s), irrespective of the fact that payment is being made by any other person or from any other account.

- 2.5 The Allottee(s) further agrees that except as specifically expressed under this Agreement, the Promoter is not required to send reminder/notices to the Allottee(s) in respect of the payment obligations and other obligations of the Allottee as set out in this Agreement to be met by the Allottee, and the Allottee is required to adhere to the timelines and comply with all its obligations on its own.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (“FEMA”), Reserve Bank of India Act, 1934 and the rules and regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA 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(s) 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 FEMA or other laws as applicable, as amended from time to time.
- 3.2 The Promoters accept no responsibility in regard to matters specified in Clause 3.1 above. The Allottee(s) shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the Applicable Laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS:

The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee(s) against the Unit, if any, in his/her name, and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payment in any manner. Under normal circumstances the Promoter will be entitled to adjust and appropriate the amount paid by the Allottee first towards interest on overdue payments and thereafter towards any overdue payments or any outstanding demand and finally, the balance if any, shall be adjusted towards the principal amount of current dues for which the payment is tendered and the Allottee(s) agrees to accept such appropriation which shall be binding upon him.

5. 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 Unit to the Allottee(s) and the Common Areas to the Apartment Owners’ Association or the competent authority, as the case may be.

Similarly, the Allottee(s) shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C** (Payment Plan).

6. CONSTRUCTION OF THE PROJECT/UNIT:

The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the 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 in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed under the Applicable Laws of state of Uttar Pradesh / prescribed by the Ghaziabad Development Authority and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.

Provided, alterations expressly mentioned or required by any provision of this Agreement, subject to the Act, will be treated as legally valid.

7. POSSESSION OF THE UNIT:

- 7.1 ***Schedule for possession of the said Unit*** – The Promoter agrees and understands that timely offer of possession of the Unit to the Allottee(s) and the Common Areas to the Apartment Owners' Association or the competent authority, as the case may be is the essence of the Agreement subject to the terms and conditions of this Agreement, timely payment by the Allottee(s) of the sale consideration and other charges due and payable according to the Payment Plan. The Promoter assures to hand over possession of the Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on 27.11.2029, unless there is delay or failure due to the Force Majeure Event. If, however, the completion of the Project is delayed due to the Force Majeure Event, then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit.

Provided that if construction of the Project is stopped or delayed on account of directions of statutory authorities like the National Green Tribunal (NGT) or on order of any court of law, it will be considered as condition of Force Majeure Event and the Promoter shall be entitled to corresponding extension of time for delivery of possession committed in this Agreement and that in all cases of Force Majeure Event, delay interest or delay penalty shall not be payable by the Promoter for the duration of such Force Majeure Event.

Provided that such Force Majeure Event are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure Event, then this Agreement shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the allotment within 120 (one hundred twenty) days from that date. The Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) 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 Apartment Owners' Association once all phases are completed.

7.2 Procedure for taking possession –

- 7.2.1 The Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the Unit ("**Possession Notice**"), to the Allottee(s) in terms of this Agreement, to be taken by the Allottee within 2 (two) months from the date of issue of completion certificate/occupancy certificate (as applicable) ("**Possession Notice Expiry Date**"):

Provided that, in the absence of Applicable Law, the Conveyance Deed in favour of the Allottee(s) shall be executed by the Promoters within 3 (three) months from the date of issue of completion certificate/occupancy certificate subject to the timely co-operation from the Allottee(s) as the nature of the said Act prerequisites co-operation. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), agrees to pay the Maintenance Charges as determined by the Promoter/Apartment Owners' Association, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the Project from the date of Possession Notice. The Promoter shall hand over (on demand), a photocopy of the completion certificate/occupancy certificate (as applicable) of the Unit, as the case may be, to the Allottee(s) at the time of conveyance of the same. The final finishing and/or fit-outs of the Unit shall be undertaken by the Allottee after deposition of entire Total Price and other amounts as specified herein, and obtaining no dues certificate from the Promoter. It is clarified that the Allottee shall not be entitled to carry out structural changes to the Unit.

- 7.2.2 The Allottee shall be required to complete their full and final settlement and clear all pending dues, amounts, installments, charges, interest, etc. (as provided in the Possession Notice) along with stamp duty and other statutory costs for registration of the Conveyance Deed within a period of 1 (one) month from the date of Possession Notice given by the Promoter after obtaining the part / full occupancy certificate/completion certificate (as applicable). After signing of check list and full and final payment of all pending dues, amounts, installments, charges, interest, etc. by the Allottee, the Allottee will be entitled to commence the fit-outs in the said Unit.

- 7.3 **Failure of Allottee(s) to take possession of Unit** – Upon receiving Possession Notice from the Promoter as per Clause 7.2, the Allottee(s) shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and/or as required by the Promoter, and the Promoter shall give possession of the Unit to the Allottee(s). Without prejudice to any other rights that may be available to the Promoter under Applicable Laws or otherwise, in the event the Allottee delays or otherwise fails to take over the physical possession of the Apartment before the Possession Notice Expiry Date, the Allottee shall be liable to pay to the Promoter the holding charges @ Rs. 5 per sq. ft. per month of Carpet Area of the Apartment or at any other rate prescribed in the Applicable Laws from time to time, for the period beyond 3 (three) months from the Possession Notice Expiry Date till actual date of possession of the Apartment by the Allottee ("**Holding Charges**"). It is clarified that the Holding Charges shall be a distinct charge and are not forming part of any other charges/consideration as contemplated in this Agreement. Further, the aforesaid charges shall be in addition to the applicable Maintenance Charges and interest on delayed payments until the actual taking over of the possession by the Allottee.

7.4 Handover –After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Promoter to hand over, on demand, the copies necessary documents and plans, including Common Areas, to the Apartment Owners' Association or the competent authority, as the case may be, as per the Applicable Laws. Provided that, in the absence of any Applicable Law, the Promoter shall handover the necessary documents and plans, including Common Areas, to the Apartment Owners' Association or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate/occupancy certificate (as applicable).

7.5 Cancellation by Allottee(s) – The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the entire Booking Amount paid for the allotment. The Promoter shall return the balance amount of money paid by the Allottee(s) within 90 (ninety) days of such cancellation / withdrawal.

7.6 Compensation – The Promoter / Co-Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the Land, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure Event, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a promoter / developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) 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 Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due.

Provided that, if the Allottee(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within 45 (forty-five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES:

8.1 The Promoters hereby represent and warrant to the Allottee(s) as follows:

- (i) The Co-Promoter has absolute, clear and marketable title with respect to the Land; and the Promoter has the irrevocable and exclusive development rights over and to the Land including the requisite rights to carry out development upon the Land and absolute, actual, physical and legal possession of the Land for the Project by virtue of the Development Agreements;
- (ii) The Promoter along with the Co-Promoter has lawful right 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, save and except the mortgage created against the Land in favour of ICICI Bank Limited.

- (iv) To the best of the Promoter's knowledge, there are no litigations pending before any court of law or Authority with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and 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, and the building thereon including the 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(s) 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/ with any person or party with respect to the said Land, including the Project and the said Unit which shall, in any manner, affect the rights of the Allottee(s) under this Agreement;
- (viii) The Promoter and Co-Promoter confirms that they are not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) The Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas to the Apartment Owners' Association of the competent authority, as the case may be, as per the terms of this Agreement and Applicable Law;
- (x) The Unit 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 Unit;
- (xi) The Promoter and / or Co-Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever payable with respect to the Project to the competent authorities till the possession of Unit, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the Apartment Owners' Association 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 and / or Co-Promoter in respect of the said Land and / or the Project.

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

- (i) The Allottee agrees to fulfill all legal requirements related to the purchase of the Apartment after the execution of this Agreement. The Allottee shall sign any necessary applications, consents, declarations, NOCs, deeds, forms, affidavits, undertakings, etc., as required by the Promoter, Apartment Owners' Association, MSA, electricity authority ("EA"), or any authority, in accordance with Applicable Laws.
- (ii) The Allottee agrees to comply with all rules and regulations established under the bye-laws of the Apartment Owners' Association. The Allottee(s) acknowledges and agrees that the Unit allotted to them is located within the Project that is part of larger development known as 'The

Prestige City Indirapuram' as defined herein. Separate associations may be formed for the allottees of each individual project within 'The Prestige City Indirapuram'. However, these individual associations for (i) Mulberry at The Prestige City Indirapuram, (ii) Oakwood at The Prestige City Indirapuram, (iii) Mayflower at The Prestige City Indirapuram, and (iv) the retail component within The Prestige City Indirapuram may be subject to the governance of a central umbrella association ("**Master Association**") as may be required by the Promoter, which will oversee and coordinate matters affecting the collective interests of all the aforesaid projects within the larger development and their respective associations. The Master Association shall have the authority to manage and administer common areas, facilities, and services that are shared across the aforesaid projects within 'The Prestige City Indirapuram', ensuring unified administration of the entire development.

- (iii) The Promoter shall hold a first lien and charge over the Apartment to the extent of any unpaid amount due and payable by the Allottee to the Promoter under this Agreement. Until the Sale Deed is duly executed and registered in favor of the Allottee as per the terms of this Agreement, no rights of title or ownership in respect of the Apartment shall vest with the Allottee.
- (iv) The Allottee agrees and acknowledges that the Promoter retains the right to develop any additional contiguous land parcels as part of the Project, subject to obtaining the necessary approvals from the relevant authorities. The Promoter is also entitled to seek modifications to these approvals, in accordance with Applicable Laws, to facilitate such development. Furthermore, the Allottee agrees and confirms that the Promoter has the right to construct additional floors, subject to obtaining the requisite approvals from the authorities. However, no such construction / development shall affect the, (a) right, title and interest; and (b) peaceful enjoyment of the Allottee, to the Unit.
- (v) The Promoter shall have the right to sell, lease, sublet, license, or otherwise arrange for the use of any unsold areas, other developments within the Project, or Independent Areas, as it deems appropriate, and to receive consideration for the same, in compliance with Applicable Laws.
- (vi) The Project has been named "Mulberry at The Prestige City Indirapuram" by the Promoter, who reserves the exclusive and absolute right right to modify, change or rebrand the name of the Project, it's buildings, blocks or towers at its sole discretion. The Promoter shall maintain the right to prominently display its name, logo, and branding as the developer of the Project at all times. Ownership of the trademark and all associated intellectual property rights for the name "Mulberry at The Prestige City Indirapuram" shall permanently reside with the Promoter, and no person, entity, or association, including the Association of Apartment Owners, shall have any claim, title, or right to change, alter, or rebrand the name(s) under any circumstances, either during or after the maintenance period. Any such attempt to modify the names by any party shall be deemed a violation of the Promoter's intellectual property rights and contractual terms, entitling the Promoter to initiate legal action, seek damages, or other remedies as available under law.
- (vii) From the date of the Possession Notice and till the time each Apartment in the Project is not separately assessed, the Allottee agrees to pay on demand all applicable taxes/levy/charge/surcharge in respect of the said Land/the Project/Unit, as the case may be, in proportion to the Carpet Area of the Apartment.

- (viii) In the event of death of the any of the Allottee(s), the person on whom the rights of the deceased devolve by law of succession shall, within 90 (ninety) days of devolution give notice of such devolution to the Promoter. The person on whom the rights of the deceased shall devolve will be liable to provide to the Promoter the requisite documents as required under the Applicable Law and also liable for payment of outstanding maintenance and other amounts due to the electricity agency, Maintenance Service Agency or any other Government agency.
- (ix) Allottee shall neither (a) stake any claim on or over any of the Township Access Roads, nor (b) do any act or omission, or allow any act or omission, which may obstruct or hinder the smooth operations and functioning of the Township Access Roads.
- (x) The Allottee shall not use the Apartment for any purposes, other than for residential use for which it is allotted by the Promoter. It is acknowledged and agreed by the Allottee that the Allottee shall not, under any circumstances, (a) let or lease or rent the Apartment, by whatever name called, for a term of less than 11 months, or (b) use the Apartment for any vacation or timeshare product.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure Event, court orders, Government policy/guidelines, decisions, the Promoter shall be considered under a condition of default, in the following events (“**Default by Promoter**”):

- (i) Promoter fails to provide offer to provide ready to move in possession of the Unit to the Allottee(s) within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, ‘ready to move in possession’ shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter’s business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, a non-defaulting Allottee(s) is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement by giving 60 (sixty) days prior notice to the Promoter, in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest at the rate equal to MCLR (Marginal cost of lending rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules, within 45 (forty- five) days of receiving the termination notice.

Provided that, where an Allottee(s) does not intend to withdraw from the Project or terminate this Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within 45 (forty five) days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events (“**Default by Allottee**”):

- (i) In case the Allottee(s) fails to make any instalment due as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate equal to MCLR (Marginal cost of lending rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit;
- (ii) Any misrepresentation, default, breach by the Allottee(s) of the provisions of this Agreement, including but not limited to terms and conditions pertaining to allotment/transfer contained herein; or
- (iii) In case there is an event of default, for any reason whatsoever, in terms of the loan agreement entered into with the financing agency by the Allottee.

9.4 In case of Default by Allottee(s) under the Clause 9.3 (i) above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard and/or in case of default by the Allottee under Clause 9.3.(ii) and/or 9.3.(iii), the Promoter may cancel the allotment of the Unit in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the Booking Amount paid for the allotment and the interest component on delayed payment (paid/payable by the Allottee(s) for breach of Agreement and non-payment of any due payable to the Promoter), and this Agreement shall thereupon stand terminated. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within (90) ninety days of such cancellation. On such termination, any liability of the Promoter arising out of the same shall thereupon, stand terminated and released. Provided that, the Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination. After termination due to Default by Allottee, the Unit shall vest with the Promoter. The Promoter shall after termination be free to re-sell and/or deal with the Unit in any manner whatsoever at its sole discretion.

10. CONVEYANCE OF THE SAID UNIT:

10.1 The Promoters, on receipt of Total Price of the Unit as per Clause 1.2 under the Agreement from the Allottee(s), along with any other due payments on account of interest etc., shall execute the Conveyance Deed and convey the title of the Unit together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the completion certificate or the occupancy certificate (as the case may be), to the Allottee(s).

10.2 In the absence of any Applicable Law, the Conveyance Deed in favour of the Allottee(s) shall be carried out by the Promoters within 3 (three) months from the date of issue of completion certificate / occupancy certificate. The Allottee undertakes to execute the Conveyance Deed in respect of the Apartment within the aforesaid period, failing which the Allottee shall solely be liable for the consequences arising therefrom which *inter alia* may include the increase in the rate of stamp duty/registration fee or any other such duty or charges payable in respect thereof. In case the Allottee(s) fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee(s) authorizes the Promoters to withhold registration of the Conveyance Deed

in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

- 10.3 It is clarified that in addition to the Total Price, all charges, expenses, stamp duty, registration fee and legal / incidental expenses etc., towards execution and registration of this Agreement and the Conveyance Deed, at the rate as may be applicable on the date of registration of this Agreement and the Conveyance Deed of the Apartment including documentation shall be solely borne by the Allottee. It is further clarified that such costs will include any additional stamp duty, penalty, levies, etc., which shall be payable towards deficient stamp duty and/or registration charges in respect of this Agreement or the Conveyance Deed to the competent authority.

11. MAINTENANCE OF THE SAID BUILDING/ UNIT /PROJECT:

- 11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Apartment Owners' Association or the competent authority upon the issuance of the completion certificate / occupation certificate of the Project. It is agreed between the Parties that the Allottee(s) shall pay advance maintenance charges to the Promoter, as prescribed by the Promoter, for one year at the time of possession, which is not included in the Total Price.

It is clarified that if the Apartment Owners' Association is not formed within 1 (one) year of completion certificate/ occupation certificate, the Promoter will be entitled to collect from the Allottee(s) amount equal to the amount of maintenance charges as collected by the Promoter under Clause 11.1 (hereinabove) + 10% in lieu of price escalation for the purpose of maintenance for next 1 (one) year and so on. The Promoter will pay the balance amount available with him against the maintenance charges to Apartment Owners' Association once it is formed.

- 11.2 Till the time the Apartment Owners' Association take handover of the said Common Areas as envisaged in the Agreement or prevalent laws governing the same, the Promoter shall have a right to appoint any agency for undertaking the maintenance services in the Project ("**Maintenance Service Agency / Maintenance Agency / MSA**") as it may deem fit, and the Promoter or the Maintenance Service Agency appointed by it has right to recover applicable maintenance charges (as per Clause 11.1 above) and other charges as set out in the Maintenance Agreement.
- 11.3 The Allottee shall be solely liable and responsible for maintenance of inside of the Apartment and be liable to bear all costs and expenses to keep the Apartment in a good and tenantable state and condition and is expected to have suitable valid insurance policies at all times to cover all possible hazards.
- 11.4 The Allottee shall execute a maintenance agreement with the Promoter/Maintenance Service Agency simultaneous to the issuance of the Possession Notice by the Promoter in respect of the Unit ("**Maintenance Agreement**"), to enable the Promoter or the Maintenance Agency nominated by the Promoter to effectively carry out the maintenance and upkeep of the Project on such costs and charges, by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc. ("**Maintenance Charges**") as may be payable to Promoter or the Maintenance Agency nominated by the Promoter in terms thereof and shall strictly abide by terms and conditions thereof as revised from time to time until the maintenance of the Project is handed over by the Promoter or the Maintenance Service Agency to the Apartment Owners' Association as per Applicable Law. The Allottee acknowledges and undertakes to promptly pay, without any delay, the Maintenance Charges as per the invoices raised in this regard by the Promoter or the Maintenance

Service Agency nominated by the Promoter and undertakes not to raise any claim against payment of Maintenance Charges, whether or not the Allottee is in physical occupation of the Apartment.

- 11.5 The Allottee accepts that the provision of such maintenance services shall at all times be subject to the timely payment of the Maintenance Charges, including but not limited to the requisite IFMSD (including any further contributions to the IFMSD, when necessary). The Allottee shall deposit and shall always keep deposited with the Promoter/MSA the IFMSD as specified in **Schedule C**. The Promoter shall handover the IFMSD collected from the allottees to the Apartment Owner's Association simultaneously with the handover of the maintenance of the Project and Common Areas to the Apartment Owner's Association in terms hereof.
- 11.6 The Allottee shall join the Apartment Owners' Association of the Project and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Promoter for this purpose. The Allottee undertakes to join the Apartment Owners' Association if and when formed by the Promoter or its nominee(s), in order to look after administration and management of essential common infrastructure facilities of the Project, for a part or whole of the Project and the Allottee(s) further undertakes not to join/form any other association of allottees or resident welfare association etc., by itself or in conjunction with other allottees of the said Project. The Allottee undertakes to cause the Apartment Owners' Association to join the Master Association / federation of associations if and when formed by the Promoter.
- 11.7 The Allottee agrees and understands that the Promoter has, subject to such approvals as may be necessary and requirement of UPPCL/PVVNL, entered into an arrangement for bulk power supply to the Project, to which the Allottee shall not have any objection and hereby gives its consent to any such arrangement for power including it being an exclusive source of power supply to the Project. The Allottee agrees that this arrangement (and not the supply of power) could be provided within the Project by the Promoter directly or through any group company of the Promoter or through any arrangements that the Promoter may have with the EA. The Allottee agrees that such bulk power will be supplied to the Apartment and the Allottee agrees not to avail any other source of electricity/power for the Apartment. The Allottee hereby confirms and agrees to pay all such electricity usage charges, plus all the applicable Taxes thereon based upon actual consumption of electricity supplied from such source to the Promoter/MSA as per the meter installed for the Apartment, and also pay electricity connection & meter charges as specified in **Schedule C**. Electricity usage charges would be separately charged by the Promoter/EA at such rate determined by the Promoter/EA in accordance with the requirements of the relevant discom.
- 11.8 The Allottee further agrees and undertakes to be bound from time to time to sign and execute all papers, documents, deeds and / or other writings as required, at the sole discretion of the Promoter / Maintenance Service Agency / Apartment Owners' Association, for the purposes of framing rules for management of the Project and use of the Apartment by the allottees for ensuring safety and safeguarding the interest of the Promoter / Maintenance Service Agency / Apartment Owners' Association and the other allottees. It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Allottee(s) and / or Apartment Owners' Association for any act, deed, matter or thing committed or omitted to be done by the Maintenance Service Agency in the due course of such maintenance, management and control of the Project, and / or Common Areas and Facilities, amenities and services thereto, as the arrangement between the Promoter and the Maintenance Service Agency is on principal to principal basis.

12. **DEFECT LIABILITY:**

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s) from the date of handing over possession or the date of obligation of the Promoter to give possession to the Allottee(s), whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. The Allottee shall provide due support to the Promoter in rectifying the said defect. It is clarified that the Promoter shall not be liable for any such structural/architectural defect induce or arising due to any action/inaction by the Allottee.

Provided that the Allottee(s) or the Apartment Owners' Association shall not make structural changes during this period.

- 12.2 The Allottee acknowledges that there are several products /equipment /services to be provided by third party (for example lifts, transformer, D.G. unit, pumps, motors, electrical panels, hardware, sanitary / CP fittings etc.), and the warranty and guarantee provided by the respective third party in respect of such products, equipment and services, will be available to the Allottee as per the products/equipment /services specifications, and the Allottee/ Apartment Owners' Association can approach such third parties directly for such warranty or guarantee claims. The Promoter shall not be responsible for warranty or guarantee for any products/ equipment / services provided in the Unit and/or Project by any third party.
- 12.3 The Allottee also agrees that for several products, equipment's, machines etc., provided in the Project including but not limited to DG Sets, lifts, etc., require proper preventive periodical maintenance. The Promoter shall also not be liable in case there is any default in the proper maintenance of these products, equipment's, machines etc. after handing over the said to Apartment Owners' Association. Further, as and when any plant, machinery, equipment etc. within the Project including but not limited to lifts, DG sets, electric substation, STP, WTP, pumps, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the allottees/ occupants of the apartments of the Project on pro-rata basis.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS:

- 13.1 The Promoter and / or the Maintenance Agency and / or Apartment Owners' Association and their representatives, etc., shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter and / or the Maintenance Agency and / or the Apartment Owners' Association to enter into the 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.
- 13.2 The Promoter reserves to itself the unfettered right of way and means of access over, along and under all the internal access roads in the Project and any common rights of ways with the authority to grant such rights to the Allottee and/or other allottees at the Project (present and future) at all times and the right of access to the Project for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, etc. situated at the Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project and if necessary to connect the drains, pipes, cables etc. under, over or along the Project appurtenant to each and every building to be constructed at the Project without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/other occupants of the apartments constructed at the Project. Further, in case of exigency

situations like fire, short circuits, leakages on the floor above or below or adjacent etc. of the Apartment, the Allottee authorizes the Promoter and / or Maintenance Agency to break open the doors/windows of the Apartment and enter into the Apartment to prevent any further damage to the other apartments in the Project. In such a case, the Promoter and / or Maintenance Agency shall not be liable for inconvenience caused to the Allottee on account of entry to the Apartment as aforesaid and the Allottee(s) hereby expressly consent to the same.

14. USAGE:

Use of basement and service areas: The basement(s) and service areas, 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 services rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Apartment Owners' Association for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

- 15.1 Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the 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 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 make any changes to the internal walls or carry out internal modifications or change or alter or make additions to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized. In the event the Allottee(s) are guilty of any act or omission in contravention of this provision, the Allottee(s) shall be responsible and liable for the breach and also for the consequential loss or damage, to the Promoter or the competent authority, as the case may be.

Provided however, the Allottee(s) shall, after obtaining all permissions, approvals etc. as may be required and at his own costs and expenses, carry out the fit outs/ interior works in the Apartment, as per its requirement and use. All such works in respect of fit outs/ interior works in the Apartment will be done as permitted by the Promoter and upon payment of such charges as may be levied by the Promoter. The Allottee ensures and undertakes that all such fit outs/interior works done internally within the Apartment shall not involve any changes to internal walls or structural modifications and shall not pose any nuisance to the other occupants/purchasers and also protect against structural, fire, pollution, health hazards, noise, etc. in the Project.

- 15.2 The Allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board / name- plate, neon light, publicity material or advertisement material etc. on the face/ façade of the building or anywhere on the exterior of the Project, building therein or Common Areas without the consent of Promoter. The Allottee(s) 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(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common spaces or staircase of the building. The Allottee(s) shall also not remove any wall, including the outer load bearing wall of the Unit.
- 15.3 The Allottee shall use the Apartment as per the provisions of this Agreement, and rules laid down for the community and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other apartments in the Project nor for any illegal or immoral

purposes. The Allottee shall not use the Apartment for any purposes, other than for residential use for which it is allotted by the Promoter. It is acknowledged and agreed by the Allottee that the Allottee shall not, under any circumstances, (a) let or lease or rent the Apartment, by whatever name called, for a term of less than 11 months, or (b) use the Apartment for any vacation or timeshare product.

- 15.4 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Apartment Owners' Association and/or maintenance service agency appointed by Apartment Owners' Association. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. Subject to prevailing statutory provisions, a single point electricity connection from UPPCL/PVVN may be taken for the Project from the competent authority and electricity will be distributed through separate meters to the Unit through prepaid systems. Any request by the Allottee(s) for reducing the electrical load or changing the power backup load shall not be entertained and no refund shall be made thereon and the load(s) shall be as mentioned in Schedules to this Agreement.

It is agreed that electric supply and power backup supply capacity shall be provided as per general practice of diversification factor norms on total installed load.

- 15.5 The Allottee(s) hereby confirm, agree and acknowledge that, if booking of the said Unit is done through any 'Real Estate Agent' or 'Broker' or any third party, then in that event Promoter shall not be held liable or responsible for any misrepresentation, misleading or false information or commitment provided by such 'Real Estate Agent' / 'Broker' or third party. The Allottee(s) further agrees and confirms that Promoter shall not be held responsible or liable for any commercial arrangements arrived at by and between such 'Real Estate Agent' / 'Broker' or third party with the Allottee(s).

- 15.6 The Allottee(s) hereby undertakes and covenants that:

15.6.1 The Allottee agrees that in the event of any additional levy of any charges, taxes, duties by any government or semi-government authority, the same shall be borne by the Allottee in proportion to their areas and be paid, as and when, levied and demanded. The Promoter may also levy proportionate additional charges in case the Government, Ghaziabad Development Authority or any or any other statutory body levies and charges in respect of the said Unit in question or in respect of the construction thereon and the Allottee hereby agrees to pay the same as and when demanded.

15.6.2 The Allottee shall, at all times, comply with the terms of the present Agreement and the Applicable Laws and guidelines prescribed by the Promoter from time to time.

15.6.3 The Allottee shall deposit IFMSD, which shall be equivalent to the maintenance charges payable in respect of the Apartment for one year as prescribed by the Promoter, with the Promoter at the time of taking over possession of the Unit. The Allottee agrees to deposit the IFMSD and always maintain and keep deposited the same with the Promoter.

15.6.4 After completion of the Project, the structure of the buildings within the Project will be insured against fire, earthquake, riots and civil commotion, militant action etc. by the Maintenance Agency on behalf of the Allottee. The cost of insuring the building structure shall be recovered from the Allottee on pro-rata basis as a part of Maintenance Charges and the Allottee hereby agrees to pay the same. The Allottee shall not do or permit to be done any act or thing which may render void or voidable the insurance of any space/unit or any part of the said building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable. However, the contents inside the Unit will be separately insured by the said Allottee at his own cost.

15.6.5 The Allottee hereby undertakes that non-payment of any of the electricity and Maintenance Charges within the time specified shall also disentitle the Allottee(s) to the enjoyment of the Common Areas and services.

16. TRANSFER OF OWNERSHIP BY THE ALLOTTEE(S):

The Allottee shall be entitled to transfer and/or assign his / her rights and obligations under this Agreement to a third party only after completion of 2 (two) years from the date of this Agreement and subject to the Allottee providing a prior written request seeking prior permission of the Promoter for transfer of the Unit to any third party in the Promoter's standard format. The prior permission shall be granted by the Promoter, at its sole discretion, subject to (i) the Allottee clearing all pending dues and amount payable under the Payment Plan, (ii) the Allottee making payment of the transfer charges in case of such transfer / assignment at the rate of Rs. 200 per square foot of Carpet Area of the Unit plus applicable GST, which rate may be amended by the Promoter from time to time, and (iii) the Allottee's transferee agreeing in writing to abide by the terms of this Agreement and to execute all documents as may be required by the Promoter in this regard. It is clarified that the Allottee shall not be entitled to transfer and/or assign his / her rights and obligations under this Agreement to a third party before completion of 2 (two) years from the date of this Agreement.

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

The Parties are entering into this Agreement for the Allotment of a Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

18. ADDITIONAL CONTRUCTIONS:

Subject to Clause 1.6 and Clause 6 of this Agreement, the Promoter undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project after the building plan, layout plan, sanction plan and specification, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

However, if any change in design layout, fixtures, structural design etc. is mandated by the appropriate government or authority in the duration of this Agreement then those change shall be carried out by the Promoter after notifying the Allottee(s) and it will not amount to any violation of terms of this Agreement and no penalty can be imposed for the same.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Unit. It is specifically agreed by the Allottee(s) that they have no objection to the Promoter raising loans at any time for the construction of the Project as long as it does not affect the rights and interests of the Allottee(s).

20. LOAN AGAINST UNIT

20.1 The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Allottee(s) in connection with the payments to be made pursuant to this Agreement and any mortgage created or to be created over the Unit in connection with such loan (which requires the prior written consent of the Promoter), the Allottee(s) shall remain solely and wholly responsible for the timely payment of Total Price or the part thereof and / or any other the amounts payable there under.

- 20.2 The Parties further agree that the Promoter shall not in any way be liable or responsible for the repayment of the loan taken by the Allottee(s). All costs in connection with the procurement of the loan and creation of a mortgage over Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Allottee(s). Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid by the Allottee(s), the Promoter shall have a lien on the Unit to which the Allottee(s) has no objection and hereby waives his right to raise any objection in that regard.
- 20.3 Allottee(s) hereby expressly agrees that so long as the loan and the Total Price remain unpaid / outstanding, the Allottee(s) subject to the terms hereof, shall not sell, transfer, let out and / or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Promoter and / or the relevant banks / financial institutions which have advanced the loan. The Promoters shall not be liable for any of the acts of omission or commission of the Allottee(s) which are contrary to the terms and conditions governing the loan.
- 20.4 The Allottee(s) indemnifies and hereby agrees to keep indemnified the Promoters, its directors, shareholders, employees, representatives, its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoters, its directors, shareholders, employees, representatives, its successors and assigns may suffer or incur by reason of any action that any bank / financial institution may initiate on account of the loan or for the recovery of the loan or any part thereof or on account of any breach by the Allottee(s) of the terms and conditions governing the loan.

21. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010.

The Promoter has assured the Allottee(s) that the Project in its entirety is in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh.

22. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar of Assurances and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the 'Sub-Registrar of Assurances' for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

23. ENTIRE AGREEMENT:

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

24. RIGHT TO AMEND:

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

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

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

26. WAIVER NOT A LIMITATION TO ENFORCE:

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

26.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision.

27. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulation made there under or the Applicable Laws, as the case maybe, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

29. FURTHER ASSURANCES:

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

30. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon execution by the Promoter through its authorized signatory at the Promoters office, or at some other place, which may be mutually agreed

between the Promoter and the Allottee(s), in _____ after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub-Registrar of Assurances at _____ (specify the Address of the Sub-Registrar of Assurances). Hence this Agreement shall be deemed to be executed at _____.

31. NOTICES:

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

To the Allottee:

_____ Name of Allottee(s)

_____ Allottee Address(s)

To the Promoters:

Prestige Projects Private Limited,
The Prestige City Indirapuram, NH-24,
Village Akbarpur Bherampur, Mirzapur, Shahbad alias Mitthepur,
Ghaziabad – 201001, Uttar Pradesh.

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

32. JOINT ALLOTTEES:

That in the case there is Joint Allottee(s) all communication shall be sent by the Promoter to the Allottee(s) whose name appears first and at the given address by him/her shall for all intents and purposes to consider as properly served on all the Allottee(s).

33. SAVINGS:

Any application letter, allotment letter, agreement or any other document signed by the Allottee(s), in respect of the Unit, prior to the execution and registration for this Agreement shall not be construed to limit the rights and interest of the Allottee(s) under this Agreement or under any Act or the Rules or the Regulations made there under.

34. 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 or the Rules or the Regulations made there under include other Applicable Laws of India for the time being in force.

35. DISPUTE RESOLUTION:

All or any dispute arising out of or touching upon in relation to the terms and condition of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled, as the case may be, through the Authority or adjudicating officer appointed under the Act.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature (Authorized Signatory)
Name _____
Address _____

*Please affix photograph
and*

*Sign across the
photograph.*

Co-Promoter:

Signature (Authorized Signatory)
Name _____
Address _____

*Please affix photograph
and*

*Sign across the
photograph.*

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee(s) : (Including Joint Buyers)

1 Signature _____
Name _____
Address _____

*Please affix photograph
and*

*Sign across the
photograph.*

2 Signature _____
Name _____
Address _____

*Please affix photograph
and*

*Sign across the
photograph.*

At _____ on _____ in the presence of:

WITNESSES:

1	Signature _____	Signature _____
	Name _____	Name _____
	Address _____	Address _____

SCHEDULE “A”- PLEASE INSERT DESCRIPTION OF THE UNIT AND THE GARAGE/
COVERED PARKING (IF APPLICABLE) ALONG WITH THE BOUNDARIES IN
ALL FOUR DIRECTIONS

SCHEDULE “B”- FLOOR PLAN OF THE UNIT

SCHEDULE “C”- PAYMENT PLAN

SCHEDULE “D”- SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE
UNIT)

SCHEDULE “E”- SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE
PROJECT)

[The ‘Schedules’ to this Agreement shall be agreed to between the Parties]

SCHEDULE-A

DESCRIPTION OF THE UNIT

Unit no. _____ having carpet area of _____ square meters (_____ square feet),
super built up area of _____ square meters (_____ square feet), type _____, on _____
floor in tower no. _____ along with _____ Covered Car Parking Space(s) within the Project
namely Mulberry at The Prestige City Indirapuram situated at Villages Akbarpur Behrampur, Mirzapur &
Shahbad alias Mitthepur, Ghaziabad, Uttar Pradesh, bounded as under:

In the North:

In the South:

In the East:

In the West:

SCHEDULE “B”-
FLOOR PLAN OF THE UNIT

SCHEDULE “C”-
PAYMENT PLAN

SCHEDULE “D”-

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE UNIT)

SCHEDULE “E”

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

