

BUILDER BUYER AGREEMENT

Dated.....

To,

1. Mr./Ms./Mrs./M/s.....
Son/Daughter/Wife of Mr.....
Resident of
.....
Phone No.
Email ID.....

2. Mr./Ms./Mrs./M/s.....
Son/Daughter/Wife of Mr.....
Resident of
.....
Phone No.
Email ID.....

OR

M/s....., a Partnership Firm
duly registered under the provisions of Indian Partnership Act, 1932, having its office at
through its partner Mr. / Mrs. / Ms.....
S/D/W/of....., authorized by a resolution dated.....
(Copy of the resolution signed by all Partners required). PAN/ TIN.....
Registration No.

OR

M/s., a Company
Registered under the provisions of Companies Act, 1956, having its registered office at
..... through its Director or duly authorized
signatory Mr./Mrs./Ms.....
S/D/W/of....., authorized
By a Board Resolution dated..... (Copy of Board Resolution along with a certified
Copy of Memorandum & Articles of Association required). PAN/ TIN.....
Registration No.

COMPANY

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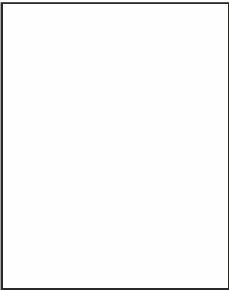
CO-ALLOTTEE

OR

M/s....., a Limited
Liability Partnership registered under the provisions of LLPACT, 2008, having its registered office at through
Its Partners Mr./Mrs./Ms.....S/D/W/of.....
And Mr./Mrs./Ms.....
S/D/W/of.....
LLP Identification Number.....

OR

.....
.....
.....
.....



Subject: Allotment of Residential Unit/Flat in Group Housing Project “OASIS GRANDSTAND PHASE 2”, built at Plot No. GH01, TS01B, Sector 22D, Yamuna Expressway, Gautam Budh Nagar, (UP)

Dear Sir/Madam,

In response to your application date....., We / M/s Oasis Realtech Pvt. Ltd., a company registered under the provisions of Companies Act, 1956, having its corporate office at A-77 sector-2 Noida 201301, (hereinafter referred to as the 'Company' which expression shall, unless it repugnant to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter, allot to you residential Unit/Flat No. on..... Floor, Block.....Total Area.....Sq.ft. (..... Sq. Mtrs.), Carpet Area.....Sq.ft. (.....Sq. Mtrs.) approx as per specifications attached herewith, in the Group Housing Project known as “**OASIS GRANDSTAND PHASE 2**” for a cost of Rs..... (Rupees only) payable as per Payment Plan mentioned hereinafter. The said rates are exclusive of certain charges which are clearly mentioned in the Application Form.

Note: -1 Sq. mtrs. = 10.764 Sq. ft.

INTERPRETATION OF SOME OF THE INDICATIVE TERMS

For all intents and purposes and for the purpose of terms and conditions set out in this Allotment Letter, singular includes plural and masculine includes feminine gender.

- a. Application (Booking Application):** A request for booking of Flat/Unit made by the person(s)/Firm/Company on a standard format namely booking Application Form of company.
- b. Allotment Letter:** Confirmation of booking of Flat/Unit by the Company and an agreement on a prescribed standard format of company which is duly executed by and between the company and Allottee(s).
- c. Allottee(s):** Those who have accepted and signed the allotment letter on a standard format of company, thereafter, a particular Flat(s)/Unit(s) has reserved for that particular Allottee(s) and the same has agreed to abide by all the terms and conditions till the time and indenture of conveyance/Sub-Lease Deed to be executed. In case of more than one Allottee, the other will be considered as Co-Allottee(s) and Allottee and the Co-Allottee(s) will have an equal share in the Flat/Unit unless otherwise specifically provided.

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- d. Flat/Unit:** The dwelling Flat/Unit in the project which is identified by a number, that number is also identifying the floor and the block of that Flat/Unit "Said Flat/Unit" shall mean the specific Flat/Unit applied for by the Allottee in the said Project, details of which has been set out in the Application.
- e. Area:**
- **Area of land:** Total Area of land on which the project is going to be constructed.
 - **Common Area and Facilities:**
 - a. the entire land for the real estate Project or where the project is developed in Phases and registration under this Act is sought for a phase, the entire land for that phase;
 - b. the stair cases, lifts, staircase, and lift lobbies, fire escapes and common entrances and exits of buildings;
 - c. the common basement, terraces, parks, play areas, open areas, open parking areas and common storage spaces;
 - d. the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
 - e. installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
 - f. the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - g. all community and commercial facilities as provided in the real estate project;
 - h. all other portion of the project necessary or convenient for its maintenance, safety and in common use;
 - **Total Area:** That the "Total Area", which comprises the covered areas, areas under walls, full areas of balconies, cupboards, full area of attached terrace which is covered by projection and other projections whatsoever, together with proportionate share in the Common Areas as defined hereinbefore and common facilities such as water supply arrangements, storage tanks and installations such as power, light, sewerage, electrical sub-station, fire shafts.
 - **Independent Area:** The Areas which are not included as common areas for common use of Allottee(s) and may be sold by the company/promoter without the interference of other Flat/Unit owners.
 - **Limited Common Area and Facilities:** Those which are reserved for use of certain Flat/Unit or Flats/Units to the exclusion of the other Flat/Unit.
 - **Carpet Area:** Means the Net usable floor area of apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition of the apartment;
- f. Basic Cost of Flat/Unit:** The consideration amount for sale of Flat/Unit exclusive of other charges which are mentioned in the booking Application Form and the Allotment Letter.
- g. Company:** That is **M/s Oasis Realtech Pvt. Ltd.**., a company registered under the provisions of Companies Act, 1956, having its corporate office at A-77 sector-2 Noida 201301
- h. Complex:** The entire project having Flats/Units of different types and dimensions in various Blocks also having spaces for convenient shopping, commercial and recreational facilities, club, party hall, basement, swimming pool, parking spaces and spaces for public amenities etc.
- i. Force Majeure Clause:** means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Allotment Letter, which shall include but not be limited to:
- Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters etc.
 - Explosions or accidents, air crashes and shipwrecks, act of terrorism.
 - Strikes or lock outs, industrial dispute.
 - Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.

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- War and hostilities of war, riots, bandh, act of terrorism or civil commotion.
 - The promulgation of or amendment in any law, rules or regulation or the issue of any injunction, court order or direction from any government authority that prevents or restricts the party/company from complying with any other authority or if any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Complex/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or any other Quasi-Judicial Body or for any other reason whatsoever including but not limited to any other event or circumstances analogous to the foregoing.
- j. **Layout and Plans:** the Architectural Drawing of project comprising of whole planning of constructions, open areas and drawings of particular Block, floor and a particular Flat/Unit.
- k. **Payment Plans:** The mode of payment towards the captioned booking of Flats/Units having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.
1. **Maintenance Charges:** Means the charges to be paid by the Allottee(s) / owner for the maintenance and upkeep of the said Complex/said buildings as per the maintenance agreement with the Company or to the Maintenance Agency at prescribed rates on the Total Area of the said Flat/Unit.
- m. **Project:** Means “**OASIS GRANDSTAND PHASE 2**”, built at Plot No. GH01, TS01B, Sector 22D, Yamuna Expressway, Gautam Budh Nagar, (UP)
- n. **RWA:** Means the Resident Welfare Association of the Flat/Unit owners which shall be duly formed after providing possessions of majority of flats/units in the said project. The Company/Promoter shall get the association registered in case the same is not registered by the flat owners themselves and in such a case all the residents shall be required to become a member of the said RWA so formed and nominate among themselves, such persons to become President, Vice-president, general secretary and treasurer etc. as required under the law.
- o. **Taxes:** Shall mean present and future taxes and levies/notified by the authorities, Central/State Governments and recoverable from Flat(s)/Unit(s) owners.
- p. **TDS:** Shall mean Tax Deduction at Source.
- q. **RERA:** Means The Real Estate (Regulation and Development) Act 2016 and rules framed thereunder as applicable to Uttar Pradesh.
- A. And whereas Yamuna Expressway Industrial Development Authority (YEIDA) (**Lessor**) executed a Sub Lease Deed dated 28.02.2014. In favour of **M/s Oasis Realtech Pvt. Ltd.** (Lessee) in respect of above said Plot No. GH01, TS01B, Sector 22 D, Yamuna Expressway, Gautam Budh Nagar (UP) to develop and market the Builders Residential /Group Housing project on said plot. The said Sub Lease Deed is duly registered in the office of Sub-Registrar, **Sadar, Greater Noida**, District Gautam Budh Nagar, U.P as Document No. **6786**, in Book No. I, Volume no. **15254**, at pages No. **391 / 420**, on **28-02-2014**.
- B. And whereas the Company is developing and constructing residential Units/Flats of various sizes and dimensions in the Group Housing Residential Project known as “**OASIS GRANDSTAND PHASE 2**”, built at Plot No. GH01, TS01B, Sector 22 D, Yamuna Expressway, Gautam Budh Nagar (UP) . (herein after referred as ‘Project’) after getting the building plan duly approved from the Uttar Pradesh State Industrial Development Corporation (hereinafter referred as **YEIDA**). As per the stipulations of said Lease Deed, the Company is entitled to allot the Flat(s)/Unit(s) on lease hold basis to the intending Allottees and all the terms and conditions of said Lease Deed shall also be applicable to the intending Allottees. The location of the Flat/Unit is delineated in the layout plan.
- C. The Real Estate (Regulation and Development) Act, 2016, has come into force on such date notified by the Central Govt. with the provisions and Rules framed thereunder as applicable to State of Uttar Pradesh, shall apply on the Allottee and the Company. Any amendment/modification/changes made in terms of booking request form/allotment letter/agreement shall apply mutually upon both the Allottee and the Company accordingly. Further, the Company and Allottee undertake to abide with the provisions and rules framed under **RERA, Uttar Pradesh**.
- D. And whereas the Allottee has full knowledge of applicable laws, notifications, rules, regulations and policies applicable to the said land/housing complex as framed by Government, Uttar Pradesh State Industrial Development Corporation, and also acknowledged and understood that stipulations, terms and conditions contained in the said Lease Deed, executed between Uttar Pradesh State Industrial Development Corporation and Company, shall form integral part and parcel of this allotment.

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NOW, THEREFORE, THESE ARTICLES WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

In the event of any contradiction or inconsistency, the 'Terms & Conditions' stipulated in this Allotment Letter shall supersede and prevail at all times.

1. That the Company is developing and constructing residential Units/Flats of various sizes and the Allottee herein has desired Allotment of a Unit/Flat in the said project namely “OASIS GRANDSTAND PHASE 2” which the Company has offered for allotment.
2. That as per the building Plan/Layout plan of said “OASIS GRANDSTAND PHASE 2”, it is envisaged that the Units/Flats on all floors shall be allotted as an independent dwelling unit with impartible and undivided proportionate share of leasehold / sub-lease hold rights, in the land area underneath its block & as well as the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mummy and machinery rooms, guard rooms and other common facilities, if any, for the Unit(s)/Flat(s) to be used and maintained jointly by all the Allottees in the manner hereinafter mentioned. The rights of terrace(s) are vested with the Company and the Allottee shall not be permitted to carry out any construction on the terrace(s).
3. That the Allottee has seen all the documents of title deeds and other relevant papers etc. pertaining to the aforesaid group housing project and fully satisfied about the title, rights and interest of the company in respect of the aforesaid project. The drawing and plans of the project has been displayed at the site office of the project & the corporate office of the company. If any case the beams & columns do not exist as per the structural drawings as shown in the drawing then the actual construction of the Unit/Flat shall not be compared to that, and also the fitting fixture, finishing and other items of said Unit/Flat shall not be compared with the actual construction as shown. The specifications of actual construction are duly specified in the brochure and also forming the part of allotment letter.
4. That the layout plan of the entire Project as drawn by the Company is in accordance with the approved plans and is subject to change if deemed necessary by the Company due to architectural and structural reasons or as may be required by the regulatory authorities of YEIDA. Such alternations may include change in the area of the Flat/Unit, Floor, Block, number of Flat/Unit, location and increase/decrease in the number of car parking slots allotted to the Allottee with prior permissions of concerned authority and Two-Third Allottee(s) / Residents members at that time. In regard to all such changes either at the instance of the regulatory authorities or otherwise decision of the Company, shall be final and binding on the Allottee. Further, the Company reserves the right to suitably amend the terms and conditions as specified herein or as directed by **RERA**.

Note: The request for any change in construction / specification of any type in the Unit / Flat will not be entertained.

5. That the Allottee is aware of and has acknowledge that the building plans are sanctioned by Uttar Pradesh State Industrial Development Corporation and agrees to that the company may make minor changes, modifications, layout/elevation/design/alteration in open spaces area or parking spaces etc. for architectural and structural reasons, including compoundable FAR, as may be deemed necessary or may be required to be done by the Company during construction and at the time of delivery of Project. The necessary intimation of same shall be sent to Allottee for such minor changes /modifications
6. As per the prevailing building bye laws of the YEIDA, the FAR (Floor Area Ratio) of the “**OASIS GRANDSTAND PHASE 2**”, presently is 3.5 of the residential plot area, which comprises of permissible numbers of the Flats/Units and thereafter the company has right to purchase the additional FAR of the Residential Plot Area from YEIDA and further company may use additional 5% FAR as per the norms of the Green Building by Laws. Accordingly the numbers of the proposed dwelling/Flats and population density may be increased. Furthermore, consent to increase in permissible FAR the company shall have exclusive right to construct additional floors within such permissible FAR with prior written consent of 2/3rd allottees at time of seeking approval for such additional FAR.
7. That in consideration of the Allottee complying with the terms and conditions of this Allotment and making timely payments as per schedule mentioned in this Allotment or its annexure(s), shall be final and binding on the Allottee, any separate demand letter for the due installments is not required to be send by the company and that shall not be claimed by the Allottee as his right or a duty/obligations towards the company. The Company hereby agrees to allot the above said Unit/Flat in the said group housing complex, namely “**OASIS GRANDSTAND PHASE 2**” (The Total Area is tentative and is subject to change till the grant of Occupancy Certificate from the Yamuna Expressway Industrial Development Authority or other Competent Authority).

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Note: In case re-issuance of Allotment Letter is required and requested by the Allottee or bank / financial institution, the same shall attract a fee of Rs.10,000/- as administrative charges and shall be payable by the Allottee.

8. That the “Total Area”, which comprises the covered areas, areas under walls, full areas of balconies, cupboards, full area of attached terrace which is covered by projection and other projections whatsoever, together with proportionate share in the common facilities such as area under staircases, lifts, lobbies, entrance and exits of the building, water supply arrangements, storage tanks and installations such as power, light, sewerage, the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mumty and machinery rooms, guard rooms and other common facilities etc. and including all basement rights attached to the said Unit/Flat. However, it is agreed, admitted, acknowledged and so recorded by and between the parties that all other rights, excepting what have been mentioned above, including terraces / basements / stilts etc., rights and to carry out further constructions in case of any change in the FAR, club, swimming pool, open spaces, parks, parking(s) (excepting what has been allotted by this Allotment) or tot-lots, public amenities, health club, shopping centers and other facilities and amenities will be solely owned by the Company who will have the authority to charge memberships for such facilities or /and dispose of these assets as stated above in the manner deemed fit by the Company. All dimensions shown in feet-inches are close approximation to metric dimensions.
9. For the purposes of this Allotment, “Common Areas and Facilities AND Limited common areas and facilities” means and include;
- (i) The land on which the said Complex is located and all easements, rights and appurtenances belonging to the land and the said Complex.
 - (ii) The foundations, columns, girders, beams, supports, main walls, halls, common corridors, passages, stairs, stair-way, and entrances and exits of the said Complex.
 - (iii) Installations of common services such as power and light.
 - (iv) The elevators and ducts and in general all apparatus and installations existing for common use including electrical and fire shafts, services ledges on all floors.
 - (v) Circulation area, service areas including but not limited to, machine room, stores etc., architectural features, if provided and security control rooms.
 - (vi) All other parts of the said the property necessary or convenient to its existence, maintenance and safety or normally in common use.
 - (vii) All other common areas and facilities, which are not included herein before, shall be treated as limited common areas and facilities and shall be reserved for use of certain Units/Flats to the exclusion of other Units/Flats.

“Limited common areas and facilities”, means those common areas and facilities within the Complex earmarked/reserved including car parking spaces, storages etc. for use of certain Unit/Flat or Units/Flats to the exclusion of the other Units/Flats.

10. That the Allottee and the family members have a right to visit and inspect the premises during the course of construction but while deriving this right the company shall not be held liable for any loss/cost/damages/hurt/accident or any other loss/expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the Allottee or any family member accompanying him.
11. The Allottee(s) hereby nominates and constitutes the following persons as their respective nominees (the “Designated Nominees”) under this Allotment Letter:
- (I) Mr. / Ms. _____ Son of/ wife of/ daughter of _____ Age _____ years, resident Of _____ as the nominee of _____; and
- (ii) Mr. / Ms. _____ Son of / wife of/ daughter of _____ Age _____ years, resident of _____ As the nominee of _____

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12. That the Allottee & Co-Allottee (if any) will have equal share in the Unit/Flat and in case of death of any of them, the booking will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank, if availed a loan. Similarly in a divorce case or where a dispute arises between the Allottee & Co-Allottee, the booking will continue only after providing consent in writing by both of them and No Objection Certificate from the concerned bank, if loan is availed.

The interest on delayed payment shall be charged, the dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum upto two (2) months, thereafter the company can cancel the said allotment and the Allottee shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancelation there will be a deduction of 10% of the cost of the Unit/Flat. For the refund in an above said cases as stated above, consent of both the Allottee & Co-Allottee shall be necessary otherwise the amount shall be refunded in equal share between both the Allottees.

13. That any alternation / modification as the company may deem fit or as directed by any competent authority(ies) resulting + 3% changes in the Carpet area of the Unit/Flat, there will be no extra charge/claim or refund by the company as well as by the Allottee. However any major alternation / modification resulting more than + 3% in Carpet area of the Unit/Flat, any time prior to and upon the possession of the Unit/Flat, the company will intimate to the Allottee in writing about the changes thereof and the change in the enhanced cost of Unit/Flat, the Allottee has to pay that amount to the company. The Allottee has to give his consent or objection within 30 days from date of such notice.

In case the Allottee does not give consent and objection for such change the allotment shall be cancelled and the company will refund the entire money received from the Allottee without any deduction and interest. No other claim of the Allottee shall be considered in this regard.

It shall always be clear that any alteration / modification resulting more than $\pm 3\%$ change in the Carpet area of the Unit/Flat then the demand or refund shall be applicable for the entire area eg. : For a $\pm 4\%$ change the demand or refund shall be applicable for the total 4% area.

14. That in case the cost/value of Unit/Flat booked/allotted is Rs.50,00,000/- (Rupees Fifty Lacs only) or more; in such a case each and every payment made or to be made by such Allottee in whatever mode or manner and whether in lump sum or by way of installments or in tranches; shall be liable to a deduction of 1% of such payment as Tax Deduction at Source (TDS) by such Allottee and the total amount of TDS so deducted shall be deposited by such Allottee to the credit of Central Govt. as it has been mandated through an amendment in the Income Tax Act, 1961, by inserting a new Sec 194-IA & notified by CBDT vide Notification No. S.O. 1404-E dated 31st May, 2013 applicable w.e.f. 1st June, 2013, which states that the every buyer/customer is liable to deduct TDS @ 1% out of the installment which is to be paid to the Builder/ Company/ seller in case the value of the property so purchased is Rs.50,00,000 or more; and has to deposit that TDS amount to the credit of Central Govt. The credit of the same shall be reflected in the account of the said Allottee once he/she submits the proof of payment of "TDS on purchase of property" and issue to the Builder/ Company/ seller; TDS Certificate in Form-16B. Therefore, it is mandatory for the Allottee to has a valid Permanent Account Number (PAN). For further details, the Allottee may visit at "www.incometaxindia.gov.in". Allottee is further requested to mention on the challan for payment of "TDS on purchase of property" and address of the Company
15. That no separate letter for payment of installments on the due dates will be issued. It will be obligatory on the part of the Allottee to make the payment on or before the due dates. If any installments as per payment schedule is not paid within due date, the Company will charge 12% interest per annum on the delayed payment from the due date for the period of delay only. Further, if the payment remains in arrears for more than 45 days from the due date for such payment or two consecutive demands whichever is earlier, then allotment shall automatically stand cancelled at the sole discretion of the Company and the amount deposited by the Allottee as earnest money 10% of the Flat/Unit sale price will stand forfeited, and after deduction of over dues interest amounts received from housing finance companies/banks against the said allotment and any other charges, the balance amount, if any, shall be refundable without interest after 90 days of cancellation of allotment. However, the Company may at its sole discretion, condone the delay in payment exceeding 45 days by charging interest 12% p.a. and restore the allotment in case the allotted Flat/Unit has not been allotted to someone else. Alternative Flat/Unit, if available may also be offered in lieu but company is not bound to do so.

16. That time is essence with respect to the Allottee's obligation to pay the sale price as provided in the payment schedule along with other payments such as applicable stamp duty, registration fee and other charges to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all other obligations by the Allottee according to the Allotment Letter. It is clearly agreed and understood by the Allottee that it shall not be obligatory on the part of the Company to send demand notices/reminders regarding the payments to be made by the Allottee as per the schedule of Payments or obligations to be performed by the Allottee. However the Company may without prejudice to its rights and sole discretion, waive its right to terminate the Allotment and enforce all the payments and seek specific performance of this Allotment in such a case.
17. That the Allottee agrees that if the Cheque deposited with the Company by the Allottee towards any payment due, is dishonored on technical grounds, then the Allottee shall replace the dishonored Cheque with a Demand Draft/Banker's Cheque of equivalent amount within three(3) days of such dishonor along with dishonor charges, failing which the allotment of said Unit/Flat, as the case may be, shall automatically stand cancelled at the sole discretion of the Company without any prior intimation to the Allottee. If the Cheque is dishonored due to insufficient funds or stop payment then the allotment, as the case may be shall automatically stand cancelled without any prior intimation to the Allottee at the sole discretion of the company. In both cases, 10% of the earnest money of the Unit/Flat sale price along with any other amounts of non-refundable in nature shall be forfeited/deducted as Office/Administrative charges and after deduction of over dues interest amounts received from housing finance companies/banks against the said allotment and brokerage charges or any other charges, the balance amount, if any, shall be refundable without any interest, after 30 days of cancellation of allotment.
18. That in case, the Allottee, at any time, desires to surrender the registration cum booking / provisional allotment, it may be agreed to subject to sole discretion of the Company. In such a case 10% of the Unit/Flat sale price shall be deducted towards the processing and administrative charges and after deduction of overdue interest amounts received from housing finance companies/banks against the said allotment and brokerage charges or any other charges, the balance amount, if any, shall be refundable without any interest, after 90 days of cancellation of allotment.
19. That in case the Allottee wants to avail a loan facility from his employer or financing bodies, to make payment for the allotment of the allotted Unit/Flat, the Company shall only facilitate the process subject to the following:-
The terms of the financing agency shall exclusively be binding and applicable upon the Allottee only. The responsibility of getting the loan sanctioned and disbursed, as per the Company's schedule of payment will rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per payment schedule, shall be ensured by the Allottee, failing which, the Allotment shall be governed by the provision contained herein above.
20. That all Taxes and statutory levies presently payable in relation to Land comprised in **“OASIS GRANDSTAND PHASE 2”** have been included in the price of the Flat/Unit. However in the event of any further increase and/or any fresh tax, service tax, GST, trade tax/sales tax, VAT, farmer's compensation, “Atirikt Pratikar” (i.e. Additional Compensation) cess, metro cess, duty or levy by YEIDA (YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY) or any other local authority, state government, central government or court, as the case may be, shall be borne and paid by the Allottee on pro-rata basis. Any charges on account of external electrification as demanded by Noida Power Authority or any competent authority(s) shall also be additionally payable by the Allottee.
21. That all taxes such as House Tax, Water Tax, Sewage Tax, Electricity Charges or any other taxes shall be payable by the Allottee from the date of possession or deemed date of possession declared by the company, whichever is earlier.
22. That the amenities like roads, electricity, sewers & water supply, same shall be provided by the YEIDA concerned upto the boundary of the said Project. The Company will carry out all the above mentioned amenities within boundary of the said Project i.e. internal development of the Project, the delay in providing the above said facilities on the part of the YEIDA shall not be considered as delay on the part of Company.
23. That the construction of **“OASIS GRANDSTAND PHASE 2”** Complex is likely to be completed as early as possible but subject to force majeure circumstances including strike of workforce, non-availability of any building materials, war or enemy action or natural calamities of any act of God, acts of terrorism, floods, earthquakes, political and civil unrest of such a nature etc. and farmers interruption or local residents of the area, and any notice, order, rule, notification of Government, Public or other Competent Authority, no claim by way of damage, compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reasons or any other reasons which are beyond the control of company.

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24. That the possession of the said Unit/Flat is likely to be delivered by the Company to the Allottee by _____, with a **grace period of $\pm$ 6 months (PLUS / MINUS SIX MONTHS)** thereof. In case of delay in construction of the said Flat/Unit beyond this date plus grace period which is not due to reason explained in clause no. 23 above, the company agrees to pay the penalty interest i.e. Simple Interest, from the date of default @12% P.A for the period of delay only.
25. That the Allottee agrees and undertakes to take Tower wise possession of the said Unit/Flat within the time stipulated by the Company in the notice by executing necessary indemnities, as and when offered, since it is a large project having number of buildings/towers, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. As such the Allottee must take the possession of Unit/Flat as soon as it is made available for possession.
26. That a written intimation for completion of project will be sent to the Allottee and a "Fit-out-Period" of 90 days will commence from the date of offer for possession. The said "Fit-out-Period" is in order to facilitate the Allottee to communicate exact date by which he will be taken physical possession of Unit/Flat after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company, registration of Sub-Lease Deed/Transfer Deed etc. the installation of sanitary-ware, wash basin, kitchen, sink, hardware accessories, final touch of paint etc. will be done during said "Fit-out-Period" only, which will take around 45 to 60 days for an individual Unit/Flat.
27. That the final touch of the Unit/Flat shall be given after the registration of sub-lease deed and the consent of the Allottee shall be presumed that the keys of the Unit/Flat were given for the final touch. The Allottee has to take over the keys back after completing the job of final touch and on the date which was confirmed to the Allottee. In case the Allottee delays in taking over the keys back after the confirmed date then company shall not be responsible for doing again any job in regards to the final touch. The monthly maintenance charges shall be payable by the Allottee even then the keys of the Unit/Flat were not been taken back.
28. That in case the Allottee reaches in last time of fit out period where the scope of 45 to 60 days for final touch does not remain left, then the final touch will take the above mentioned time but the monthly maintenance charges shall commence in accordance to the date given in the letter-offer for possession.
29. That if the construction completed prior to the date given in the allotment letter because the date given in the allotment letter is an assessment only and construction may be completed earlier, in that case the Allottee shall not refuse for taking the possession on any ground whatsoever.
30. That if the physical possession is not taken over at site within 60 days of offer of possession, the Allottee shall pay holding charges i.e. the penal interest @12% P.A, on delay in taking the possession of said flat shall also be applicable on the Allottee and payable by the Allottee, if the Allottee does not processed with the requisite compliance as per the letter "Offer of Possession". The said penalty shall commence from the date of expiry of Fit-out Period. This holding/waiting period shall have a limit maximum of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and as per the terms & conditions of the Company shall be entitled and entertained. Further in case of bank loan the due amount will be refunded to the bank and balance amount will be refunded to the Allottee after deductions of interest paid to the Bank.
31. That any delay on account of the authority for issuance of the Occupancy/Completion certificate shall not be considered as any delay on account of the company. The date of applying the Occupancy/Completion certificate shall be presumed as the date of completion, the company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of applying for the completion certificate only.
32. That there will be defect liability period of Five (5) years from the date of "issuance of completion certificate/occupancy certificate". The defect liability shall be limited to the Structural defect only, however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not cover in force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability shall not be applicable on the readymade equipments/appliances, most of which are covered under warranty by the manufacturers themselves. The Company shall rectify such defects within a period of thirty (30) days without any further charges. However, in the event of recurring problems with the bought equipments/appliances, the Company shall co-operate with the Allottee to sort out the issues.

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33. That it is acknowledged and understood by the Allottee that possession of the Unit/Flat shall be handed over after execution of the Tripartite Sub-Lease Deed which will be executed between Uttar Pradesh State Industrial Development Corporation(YEIDA), Company and the Allottee as per the stipulations of Lease Deed, after the receipt of all the dues and demands, documentation and on fulfillment of conditions as stipulated in the this Allotment Letter and after transfer of title as permissible in law.
34. That the Sub-Lease Deed/Transfer Deed of the Unit/Flat shall be got executed and registered in favour of the Allottee by the Company after receiving the entire sale consideration amount and dues in respect of the allotted Unit/Flat. The registration charges including all cost of stamp papers, documentation fees, official fees. Advocate fee and other informal charges shall be borne by the Allottee. The Allottee will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act and if any stamp duty and deficiency of stamp, imposed by the Govt. / Competent Authority on the allotment letter, allotment of parking, parking space and agreement for maintenance, electricity and power backup etc. shall be paid and borne by the Allottee.
35. That after taking possession of Unit/Flat, the Allottee shall have no claim against the company as regards to quality of work, material, pending installation, area of Unit/Flat or any other ground whatsoever.
36. That after possession, the Allottee shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board / Water Commission/any other rules and regulations by State of U.P. or any other competent authority. That the Allottee shall abide all laws, rules and regulations of the NOIDA/Local Authority/State Govt./Govt. of India and of the Resident Welfare Association (as and when the RWA formed and till then as prescribed by the company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after handing over the possession of the Unit/Flat.
37. That the car parking will be available inside the complex. The Cars/Scooters/Two Wheelers/Cycles shall be parked within the same parking spaces as allotted to the Allottee. One car parking in the Double Basement or Big Parking Slot in Double Basement, is mandatory, and the company has reserved limited open car parking space on ground floor for certain Units/Flats, same will be allotted to the Allottees/owners of ground floors on first come first serve basis. No car/vehicle is allowed inside the complex except those who have reserved the car parking space. The company also reserved its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the complex to the Residents Welfare Association of the complex. The R.W.A. or owner/ allottee /occupier of the Unit/Flat shall not have any right over the un-allotted parking spaces.
38. That additional car parking will be available on request and payment basis but it shall be allotted to the intending Allottee of Flat/Unit on first come first serve basis. Upon purchase the same, a separate agreement for the allotment of the additional car parking will be executed between Company or its nominees and the Allottee. The Allottee shall not have any ownership rights over the parking.
39. That the Basement spaces as per the permissible usage can also be allotted for other purposes like domestic storage spaces etc.
40. That single point electric connection will be taken for the complex from the Paschimanchal Vidyut Vitran Nigam Limited and the electricity will be distributed through separate meters to the Allottee through pre-paid systems. The Allottee will get the Electrical Connection for the capacity as he required at the time of possession.
41. That if Allottee is required more than 1KVA Power back up facility, then the Allottee has to give his consent in writing at the time of signing of the Application Form/Allotment Letter and has to pay additional charges for the additional Power Back-up facility, and no request for power back-up facility shall be entertained later on. Per unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession.
- Note: any request for reducing power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always be final as once opted in the booking application.
42. That the rate for Electricity and Power back-up consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the Allottee will be decided by the company.
43. That the Allottee shall be required to pay requisite charges as fixed by the Company for the connections of water and sewer of the allotted Flat/Unit and he shall also pay the Power Back-up Charges (if more than 1KVA), Sinking Fund, Administration charges and all other such charges as may be fixed by the company.
44. That the saving and expecting the particular Unit/Flat allotted, the intending Allottee shall have no claim or right of any nature or kind whatsoever in respect of unsold Flats/Units, open spaces, lobbies, stair cases, lifts, terraces, roofs, spaces for commercial/recreational facilities, club, parks, party hall, basements, swimming pool with

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changing rooms, guest house, parking spaces (excepting what has been allotted by an Allotment to intending Allottee or tot-lots, space for public amenities, shopping centers or any other space not allotted to him, which all shall remain the property of the Company for all times unless the company decides to dispose of them subject to right of the intending Allottee, as mentioned hereinafter and the Company can lease out the vacant Unit/Flat or the complete block of the Unit/Flat as a whole or in part to one or more person(s)/company(s)/institution(s) whatsoever for short term or long term.

- 45. That the Allottee hereby agrees and undertakes that prior to taking possession of the said Unit/Flat, he shall enter into a separate Maintenance Agreement with the Company or Maintenance Agency appointed or nominated by the Company for the maintenance of the common areas of the complex. The Allottee undertakes to become a member of the "Unit/Flat Owner Association" and shall continue to pay the maintenance charges as determined by the said Association or Maintenance Agency.
- 46. That the scope of maintenance and general upkeep of various services within the building shall broadly include operation & maintenance of lifts, operation & maintenance of generators including diesel, maintenance of firefighting systems, garbage disposal & upkeep of common areas, water supply, sewage system, common area lighting. The services outside the Unit/Flat but within the complex shall broadly include maintenance and upkeep of internal roads, pathways, boundary walls / fencing, horticulture, drainage system, street lighting, water supply, general watch & ward within the complex.
- 47. That the Company shall not pay any damages/compensation to the Allottee in case of the failure of the services which are technical in nature.
- 48. That the Allottee doth hereby agrees and confirms that the company shall not be held responsible for any act or omission or commission or deficiency in services of any nature, whatsoever on the part of Maintenance Agency by the Allottee. The Maintenance Agency shall be solely and exclusively responsible (be it tortuous, vicarious, civil or criminal) for its acts of commission or omission in rendering the services to the Allottee. The Allottee hereby expressly discharges the company from the effects of any act, omission, negligence or deficiency in services on part of the Maintenance Agency.
- 49. That it is understood by the Allottee that the internal maintenance of the Unit/Flat and also its insurance shall always remain the responsibility of the Allottee.
- 50. That subject to his right as mentioned above, the Allottee hereby covenants with the Company that from the date of the receipt of the offer of possession / possession notice of the Unit/Flat or the date of receiving deemed possession, as provided herein before, he shall at his own cost, keep the said Unit/Flat, its wall and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the structure / safety of the premises is in no way damaged or jeopardized. He shall neither himself do not permit or suffer anything to be done in any manner to any part of the building, the staircases, shafts and common passages, compound or anything connected with or pertaining to the building which would violate any rule or, bye-law for the time being in force or any rule or notification issued by the local or other authority.
- 51. That the Allottee agrees not to use the said Unit/Flat or permit the same to be used for purpose other than for residential purpose or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other Unit/Flat in the building or for any illegal or immoral purpose or to do or suffer anything to be done in or about the Unit/Flat which tend to cause damage to any flooring or ceiling of any Unit/Flat over or below or adjacent to his Unit/Flat or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.
- 52. That it is admitted, acknowledged and so recorded by and between the parties that the Allottee shall under no circumstances will not be allowed to carry out any change whatsoever in the elevations and / or outer colour scheme. This provision shall be applicable even after handing over of the physical possession and execution of title deed. In case of noncompliance of this provision by the Allottee, the Company without any formal notice shall be at liberty to restore the original elevations and / or outer colour scheme at the cost and risk of the Allottee.
- 53. That the Allottee agrees that he shall not fix/install the Air Conditioners/Air Coolers or equipments of like nature at any place other than the spaces earmarked/provided for the said Unit/Flat and shall not design or install or open them in the inside passages, common areas or in the staircases. The Allottee further ensures that no water shall drip from the said Air Conditioners/Air Coolers or the like equipments in a way which may cause inconvenience to other Allottee/occupants in the said Complex.
- 54. That the Allottee further agrees, undertakes and guarantees that he will not display any signboard / nameplate /neon lights signs, hanging clothes and flower pots on the external façade of the building/Tower/ Complex or

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anywhere on the exterior of the building or the common areas. The Allottee further undertake as follows:

- i) That he will not remove any load bearing wall of the said Unit/Flat.
 - ii) That he shall not distribute the electrical load from the said Unit/Flat in compliance with the electrical system installed by the Company or its Maintenance Agency
 - iii) The Allottee agrees and acknowledges that he shall be solely/jointly and severally responsible for any loss or damage caused on account of the breach of the aforementioned conditions.
55. That the Company shall be responsible for providing internal services within the peripheral limits of the said Complex, which inter alia include (i) Laying of roads, (ii) laying of water line, (iii) laying of sewer lines and (iv) laying of electric lines. However, it is acknowledged and understood by the Allottee (s) that, external or peripheral services, such as water, sewer, storm water drains, roads, electricity, horticulture are to be provided by the Government or Uttar Pradesh State Industrial Development Corporation and/or the concerned local authority.
56. That the Allottee agrees that until a Sub-Lease Deed is executed and registered, the company shall continue to be the owner of the Unit/Flat and also the construction thereon and this allotment shall not give to the Allottee any right or title or interest therein even though all the payments have been received by the Company. It is further clarified that the Company is not constructing any Unit/Flat as a contractor of the Allottee but on the other hand Company is constructing the complex as its own assets and the sale shall be deemed to have taken place only after execution of the Sub-Lease Deed and actual completion of construction/ finishing and handing over of the Unit/Flat. The Company shall always have the first lien and charge on the Unit/Flat for all its dues that may become due and payable by the Allottee to the Company.
57. That it is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/ demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the Unit/Flat of the said complex, however the Sub-Lease Deed in respect of the said Unit/Flat in favour of Allottee will be executed and registered as free from all encumbrances at the time of registration relating to flat qua Builder.
58. That the Allottee agrees that the Company shall have the first charge/lien on the said Unit/Flat for the recovery of all its dues payable by the Allottee under this Allotment and such other payments as may be demanded by the Company from time to time. Further the Allottee agrees that in the event of his failure to pay such dues as aforesaid, the Company will be entitled to enforce the charge by selling the said Unit/Flat to recover and receive the outstanding dues out of the sale proceeds thereof.
59. That this Allotment Letter or any interest of Allottee in this Allotment Letter shall not be assigned by the Allottee without prior written consent of the Company which consent may be given or denied by the Company at its sole discretion and shall be subject to applicable laws and notifications or any policy of Uttar Pradesh State Industrial Development Corporation or any other Government directions as may be in force and further shall be subject to this Allotment Letter and the terms, conditions and charges as the Company may impose.
60. That the subject to above, in case of transfer / endorsement / assignment / change in name of provisional Allotment of Unit/Flat, a processing fee as prevailing at the time of desired transfer shall be payable by the Allottee to the Company at the time of submitting application for such transfer /endorsement / assignment / change in name etc. However first transfer request will be entertained after receipt of 40% of the Unit Sale Price and / or inclusion of name of spouse as co-allottee shall be free of any charges.
61. That the work of construction and completion of the building or any other matter incidental to this Allotment shall not be stopped at any time during or after the arbitration proceedings nor shall any party prevent, obstruct or delay the execution and completion of the building project for any reason whatsoever.
62. That it is hereby agreed that the Company/ maintenance Agency shall be entitled to effect disconnection of water / sewer and power/ power backup connection and debar from usage of any or all common facilities within the complex of the Allottee, in case of an unlawful activities or non-compliances of any of the terms of this allotment by the Allottee.
63. That if for any reason, whether within or outside the control of the Company, whole or part of scheme is abandoned, no claim will be preferred except that the entire received money without interest will be refunded to the Allottee.
64. That it shall be the responsibility of intending Allottee to inform the company by Registered A/D letter or Courier about subsequent change(s) in the address otherwise the address given in the booking application form or allotment letter will be used for all correspondence demand letters/notice and letters posted at that address (if change in addresses did not intimate) will be deemed to have been receiving by the intending Allottee and the company shall not be responsible for any default.
65. That in case, the Allottee makes any payment to any of the person/Company, except **M/s Oasis Realtech Pvt. Ltd.**

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against his booked Flat/Unit, then the Allottee will be solely responsible & liable for the said payment.

66. That the Project shall always be known as “**OASIS GRANDSTAND PHASE 2**” and this name shall not be changed by anyone including the Allottee(s) or his lessees / occupant(s) /transferee(s)/ assignee(s) /Association etc.
67. That in case of NRI Allottee the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the Allottee.
68. That all disputes, differences or disagreement arising out of, in connection with or in relation to this Allotment Letter, shall be mutually discussed and settled between the parties to this Allotment.
All disputes, differences or disagreement arising out of, in connection with or in relation to this Allotment Letter, which cannot be amicably settled, shall be decided by a sole arbitrator, appointed with mutual consent, in accordance with the provisions of Arbitration and Conciliations Act, 1996.
69. The venue of the arbitration shall be Noida or such other place as may be mutually agreed to between the parties and the award of the arbitrator(s) shall be rendered in English.
70. That the Courts at Noida, shall have jurisdiction in all matters arising out of and / or concerning this agreement.
71. have read and understood the terms and conditions of Lease Deed executed in favour of the Company by the YEIDA and same shall be abide and binding on me and I am fully satisfied with said terms and conditions, title, interest and rights of the company. It is clear to me that for any change in layout plan, my written consent is required as per the Law, hereby give my free consent to the company that it can make any type of changes in layout/elevation/design beside alternation in open space etc., my this consent will be presumed as all-time written consent for the same.
72. Have also read and understood the terms and conditions mentioned in the Allotment Letter by taking ample period, if any objection raised regarding the said terms and conditions from my side then I will discuss with the company. If I would not raise any objection about the said terms and conditions by signing this Allotment Letter, it will be presumed that I am agree with the same and I will not raise any objection in future.
73. Severability: That if any provision of this Allotment Letter shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far so reasonably inconsistent with the purpose of this Allotment Letter and to the extent necessary to conform to the applicable law and the remaining provisions of this Allotment shall remain valid and enforceable as applicable at the time of execution of this Allotment Letter.

IN WITNESSES WHEREOF, the first party and second party here to set and subscribed their respective hands on the day, month and year first above written.

Witnesses

FOR M/s Oasis Realtech Pvt. Ltd.

1.

Allottee(s)

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