

FLAT BUYER AGREEMENT

This Flat Buyer Agreement/Agreement to Sale (“**Agreement**”) is executed on this 14th day of June, 2018 at Greater Noida,

BY AND BETWEEN

ENTICEMENT INFRASTRUCTURE PVT LTD., CIN No U70100DL2012PTC237739 a company incorporated under the companies Act, 1956, with registered office at, H. No. 226, Vill-Kotla, Near R. S. Public School Mayur Vihar, Phase-I Delhi 110091, (hereinafter referred to as the “**Promoter/Developer/Builder**” which expression shall include its assigns, successors etc., unless the subject and context requires otherwise) duly represented by its authorised signatory Mr. _____ authorised by the board resolution dated _____ of the **ONE PART;**

AND

_____), 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 assigns).

The Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

For the purpose of this Agreement;

- (a) **WHENEVER** the Buyer is a male, female, company, firm, trust, etc., the expressions ‘he, him, she, her, himself, herself, it, itself etc. in this Agreement in relation to the Allottee shall be deemed as modified and read suitably as the context requires.
- (b) **WHENEVER** there is more than one Allottee the expression allottee (s)/purchaser(s) in this Agreement shall be construed as including each of such allottee, its heirs, executors, administrators, representatives, assigns etc.

DEFINITIONS:

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

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) or any other law for time being in force by State of Uttar Pradesh in this regard;
- (b) “Authority” means the Uttar Pradesh Real Estate Regulatory Authority;
- (c) “Government” means the Government of the State of Uttar Pradesh;
- (d) “Rules” means the Real Estate (Regulation and Development) Rules, 2016 for the State of Uttar Pradesh;
- (e) “Section” means a section of the Act.
- (f) Project means “CRC SUBLIMIS”;

WHEREAS:

- A. The Promoter is the lawful Lessee and in possession of a land, totally admeasuring 20000 Sq.Mtr situated at GH-11A, Sector-01, Greater Noida (West) ("**Said Land**"), more particularly described in **Schedule A** hereto.
- B. The Said Land is earmarked for the purpose of development of a residential project comprising of multistoried apartment(s)/ building(s)/shop(s) and the Promoter is developing a residential housing project by the name and style of **CRC Sublimis("Project")**. The Promoter has planned to construct and market the Project as per the building plans approved by the competent authorities vide memo no. PLG/BP-4096/83 dated January 4, 2018;
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been complied with;
- D. The Promoter has obtained approval on the layout plan/ demarcation/ zoning and all other requisite approval for the Project as the case may be, from the concerned authorities. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and/or any other laws of the State as applicable;
- E. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority under registration no UPRERAPRJ15180.
- F. The Parties, relying on the confirmations, representations and assurances of each other, do 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;
- G. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;
- H. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;
- I. The Allottee had applied for an allotment of a unit in the Project *vide* application no. _____ dated _____ and has paid a sum of Rs. _____ ("Booking Amount") towards booking of a unit in the Project. Subsequently, the Company has allotted unit no. _____ having carpet area of **74.23** square meters /**799** square feet (super area of **121.24**square meters / **1305.00** square feet) on _____ Floor in block no _____ along with **1** car parking in the Project ("Car Parking"), as permissible under the applicable law and right in the common areas of the Project (hereinafter referred to as the "Unit" more particularly described in **Schedule B**);
- J. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sub - lease and the Allottee(s) hereby agrees to take on leasehold basis the Unit with exclusive right to use irrevocably and forever with the Car Parking as defined in Recital I above.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sub-lease to the Allottee and the Allottee hereby agrees to take on sub-lease the Unit bearing no. _____ admeasuring carpet area of **74.23 Sq.Mtr. (799 Sq.Ft.)** approx. at its Project namely **CRC Sublimis at GH-11A, Sector-01, Greater Noida (West)**
- 1.2 The Total Price of Unit is provided in **Annexure A** of this Agreement.

Explanation:

- (i) The Total Price includes the Booking Amount paid by the Allottee to the Promoter towards the Unit.
- (ii) The Total Price is exclusive of the applicable GST and Cess or any other taxes/ fees/ charges/ levies etc. which may be levied, in connection with the development/ construction of the Project(s) and which is to be borne and paid/ payable by the Promoter up to the date of handing over the possession of the Unit/executing the sub-lease deed in favour of the Allottee(s) after obtaining the necessary approvals from competent authority for the purposes of such possession:

Provided that, in case there is any change / modification in the rates of taxes/ charges/ fees/ levies etc., the subsequent amount payable by the Allottee to the Promoter towards Total Price shall be increased/ decreased based on such change / modification:

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee 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/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective. Non-payment of the amounts demanded by the Promoter on the designated timelines shall constitute a default under this Agreement and are liable to consequence as mentioned herein.
- 1.3 The Total Price of Unit includes recovery of price of land, development and construction of Unit and also of the Common Areas (if applicable), development charges, infrastructure augmentation charges, cost of providing electric wiring, electrical connectivity, fire detection and fire-fighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specifications, as set forth in Schedule D herein, to be provided within the Unit for residential usage in the Project and includes cost for

providing all other facilities, amenities and specifications to be provided within the Project as set forth in Schedule D hereto.

- 1.4 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges, Tax/ GST, statutory dues etc. payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges 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.
- 1.5 The Allottee(s) shall make the payment of the Total Price including all statutory charges, GST, other applicable charges, etc. (if any) up to the date of possession according to the payment plan set out in **Schedule C** (“**Payment Plan**”).
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned layout/ building plans and the nature of fixtures, fittings, specifications and amenities described herein. The floor plan and the nature of fixtures, fittings, specifications and amenities are described at **Schedule ‘D’** (which shall be in conformity with the advertisement, prospectus etc.) in respect to Unit, without the previous written consent of the Allottee as per the provisions of Act and 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 may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/ instructions/ guidelines of the competent authorities.
- 1.7 The Promoter shall confirm the carpet area of the Unit that has been allotted to the Allottee(s) after the development of the Project along with essential services [as mandated by Rules and Regulation of competent authority] is complete. The Promoter shall inform the Allottee about any details of the changes, if any, in the Project. The Total Price payable for the Unit shall be recalculated upon confirmation by the Promoter. If there is reduction in the area of the Unit then the Promoter shall refund the excess money on pro rata basis paid by Allottee within 45 days with annual interest at the rate of 10% p.a., from the date when such an excess amount was paid by the Allottee. If there is any increase in the area of the Unit, allotted to the Allottee, the Promoter may demand that on pro rata basis from the Allottee 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/ per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to the terms of this Agreement, the Promoter agrees and acknowledges, the Allottee shall have the right to the Unit for residential usage as mentioned below:
 - (i) The Allottee shall have exclusive leasehold rights over the Unit for residential purpose;

- (ii) The Allottee shall also have an undivided proportionate share and right in the common areas of the Project. 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 association of allottees/ competent authorities after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as provided under the Rules.
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
 - (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be, with prior written information to the Promoter.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Unit along with Car Parking shall be treated as a single indivisible unit for all purposes. All terms and conditions mentioned herein, including but not limited to the use, cancellation of allotment, resumption etc. of the Unit shall also apply to the Car Parking Space.
- 1.10 Any additional car park space, if required by the Allottee shall, subject to availability, be granted by the Promoter, and charged at the then prevalent rates for allotment of each such car park space.
- 1.11 The Allottee has paid a sum of Rs. 410000.00 (Rupees Four Lakh Ten Thousand Only) as Booking Amount being part payment towards the Total Price of the Unit at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the 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 delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate of 10% p.a.
- 1.12 The Promoter and the Allottee hereby agrees that the amounts paid to the Promoter by the Allottee to the extent of 10% (Ten Percent) of the Total Price of the Unit, will collectively constitute the earnest money (“**Earnest Money**”). The Promoter and the Allottee hereby agrees timely payment of instalments as per agreed Payment Plan is essence of this Agreement. Any delay in payment of agreed instalment shall attract interest at the rate of 10% p. a. on outstanding amount for delayed period. In case if the Allottee fails to make payments in terms of applicable Act/ Rules, then Promoter shall be entitled to cancel the

allotment without any further notice to that effect and in such an event this Earnest Money along with other charges shall be forfeited and balance if any shall be refunded to the Allottee. In case of such cancellation, the Allottee shall be left with no right, title, interest or claim of any nature, whatsoever qua the subject Unit/ Project.

- 1.13 That the Allottee shall get his complete address and other KYC details including e-mail and mobile numbers registered with the Promoter/Company at the time of booking of the Unit and it shall be his/her/their sole responsibility to inform the Promoter/Company by registered letter about all subsequent changes, if any, in his/her/their details, failing which all demand notices, letter posted and correspondence made at the last recorded contact details available with the Promoter/Company shall be deemed to have been received by him at the time when those should ordinarily reach such address and the Allottee shall be responsible for any default in payment and other consequences that might occur there from. Any change in the address shall be supported with relevant documentary evidence.
- 1.14 That all letters, receipts and/or notices issued by the Promoter/Company or its appointed Maintenance Agency and dispatched under a certificate of posting or courier to the last address known to it of the Allottee shall be sufficient proof of receipt of the same by the Allottee.
- 1.15 That the transfer/assignment of the Unit including rights as Allottees herein, will be at the sole discretion of the Promoter/Company and shall need its prior written approval and will be permitted only if the law of the land permits such transfer/assignment. Administrative charges as prescribed by the Promoter/Company from time to time will be paid by the transferor, at the time of such transfer. Any change in the name of the Allottee (including addition/deletion) will be deemed as transfer for this purpose. Claims or disputes, if any, between transferor and transferee as a result of subsequent reduction/increase in the area of the Unit or its location will be settled between themselves i.e., transferor and transferee and the Promoter/Company will not be party to it.
- 1.16 That in case of death of the Allottee, the Unit shall be allotted to the legal heir of the Allottee on submission of requisite documents as may be demanded by the Promoter in accordance with law.
- 1.17 That the Allottee shall not have any right, title or interest in the common area, except as provided by the law. It is, however, agreed that if the maintenance and replacement charges are paid regularly, as provided in the maintenance agreement to be separately executed by the Allottee with the Promoter or with agency nominated by the Promoter in this regard and/or final call notice, subject to change by the Promoter, the Allottee or anyone else lawfully claiming under him/her, shall have the right to use of essential services. In default of such payments, it shall not be open to the Allottee (s) to claim any right of use of essential services, for none has been agreed to be transferred by these present. Similarly, if the Allottee commits any breach of the covenants herein, no right of use of essential services shall be permitted until the breach is rectified. In case of any default committed, subsequently the Allottee shall dis-entitle himself/herself from availing of the said facilities thereafter.
- 1.18 Any increase/decrease/fresh levy/s imposed by Government/Semi Government Body hereafter shall be to the account of Allottee on pro-rata basis who shall pay the same to the Promoter on demand. Provision to this effect shall be incorporated in the sub-lease deed to

be executed by the Promoter in favour of the Allottee which shall be binding upon the Allottee.

- 1.19 The Allottee(s) shall make the payment as per the payment plan set out in this Agreement. Further, the Promoter shall, under normal conditions, complete the development of Project as per the said plans and specifications seen and accepted by the Allottee, with such additions, deletions, alterations, modifications as may be considered necessary or may be required by any competent authority.
- 1.20 This Unit is allotted by the Promoter with the belief that all the rules and policies as laid down by the State Government have been complied with. In case however, at subsequent stage if this status of the Project is adversely affected by any action, directions or the orders of the Government which may also adversely affect the title of this Unit then the Promoter shall not be liable to pay for any damages to the Allottee; and in such a situation the money deposited by the Allottee with the Promoter shall be refunded only to the Allottee by the Promoter without having any other claim against the Promoter for damages, interest or allotment.
- 1.21 If for any reason the Promoter is not in a position to allot the Unit applied for by the Allottee within the specified time frame, the Promoter shall consider providing for any alternative property or refund the amount deposited with the Promoter along with interest at the rate of 10% p. a.
- 1.22 It is made clear by the Promoter and the Allottee agrees that the Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the land and is not a part of any other Project or zone and shall not form a part of and/or linked/combined with any other Project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's essential services shall be available only for use and enjoyment of the Allottees of the Project.
- 1.23 That the Allottee has fully satisfied himself/herself about the interest and the title of the Promoter in the Said Land on which the Unit will be constructed and has understood all limitations and obligations in respect thereof and no more investigation is required by the Unit Allottee in this respect.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the development milestones, the Allottee shall make all payments including all statutory charges, GST, development charges, etc. (if any), 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 payment (as applicable) in favour of "**Enticement Infrastructure Pvt. Ltd.**", payable at Noida/Greater Noida/Delhi.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any other

statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time and shall always keep Promoter indemnified from any consequence which may arise from any violation of the said Act and rules framed thereunder.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the said 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 authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Unit (, if any, in his/ her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. TIME AND TIMELY PAYMENT IS ESSENCE:

- 5.1 Time is an essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project as disclosed at the time registration of the Project with the Authority and towards handing over the Unit to the Allottee (s) and the common areas to the association of allottees or the competent authority, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her as provided in Schedule C.
- 5.2 Further, timely payment of instalments, as contained/stipulated in Schedule C of payments and applicable stamp duty, registration fee and other charges including all statutory charges, GST, applicable etc. (if any) agreed to be payable under the Agreement, is the essence of the transaction contemplated under this Agreement. It shall be incumbent on the Allottee to comply with the terms of payment and other terms & conditions of this Agreement, failing which the Allottee shall be liable to pay interest at the rate of 10% p. a on delayed period for such outstanding. If the default continues, then Promoter shall be entitled to cancel the allotment in terms of provisions of this Agreement and in accordance with the Act/ Rules; Agreement shall stand cancelled and entire amount paid by the Allottee shall be refunded subject to the forfeiture of the Earnest Money deposited by him along` with

outstanding interests, brokerage paid on the said Unit and any other taxes, outgoings etc. and the Allottee shall be left with no right or lien on the said Unit. The Promoter shall thereafter be free to deal with the said Unit in any manner, whatsoever, at its sole discretion. In exceptional circumstances, the Promoter may at its sole discretion condone the delay in payments by charging interest at the rate of 10% p. a., but shall not be bound to do so.

5.3 In case the Allottee wants to avail a loan facility from his/her/their employer or financial institution/agency to facilitate the sub -lease of the said Unit, the Promoter, shall facilitate the process subject to the following:

- (a) The terms of the financial institution shall exclusively be binding and applicable upon the Allottee (s) alone.
- (b) The responsibility of getting the loan sanctioned and disbursed as per the Promoter's payment schedule will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Promoter, as per payment schedule, shall be ensured by the Allottee(s), failing which, the Allottee(s) shall be governed by the provisions contained in the Agreement herein.
- (c) In case of default in payment of dues of the financial institution/agency by Allottee(s), the Allottee(s) authorize the Promoter to cancel the allotment of the said Unit and repay the amount received till that date after deduction of Earnest Money and interest accrued on delayed payments and payments made towards taxes, etc. directly to financing/institution agency on receipt of such request from financial institutions/agency without any reference to Allottee(s).

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

The Allottee has seen the layout plan/ site plan/ building plan/ specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the Project where the said Unit is located and has accepted floor/ site plan, payment plan and the specifications, amenities, facilities, etc. [annexed along with this Agreement in Schedule D] which has been approved by the competent authority, as represented by the Promoter.

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 provisions and norms prescribed by the prescribed authorities 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 Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF THE UNIT:

7.1 **Schedule for possession of the said Unit:** The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement.

The Promoter assures to hand over possession of the Unit as per agreed terms and conditions by **December 31, 2022**. The ready and complete possession of the Unit and the common areas with all specification, amenities and facilities shall be handed over once the Project is complete with completion of all phases of Project on the Said Land, unless there is delay due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or act of god, Court orders, Change in Law, Government policy/ guidelines, decisions affecting the regular development of the Project (“**Force Majeure**”).

- 7.2** If, the completion of the Project is delayed due to the above Force Majeure conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the allottee (subject to deduction of taxes and other outgoing charges already paid by the Promoter to the concerned authorities and the penalty charges., if any paid/to be paid by the Allottee on account of his default under this Agreement) from the date from when the Project becomes impossible to be implemented. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.3** The Promoter as a result of such contingency arising, reserves the right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the Promoter, so warrant, the Promoter may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever shall be claimed by the Allottee(s) for the period of delay/suspension of the Project for the reasons beyond the control of the Promoter. In consequence of the Promoter abandoning the scheme, the Promoter’s liability shall be confined to the refund of the amount paid by the Allottee along with interest at the rate of 10% p. a. for such duration of which the amounts were with the Promoter.
- 7.4 Procedure for taking possession of Unit** - The Promoter, upon obtaining the occupancy/part completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy/part completion certificate. Provided that, in the absence of local law, the conveyance/sub lease deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy/part completion certificate. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be, after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy/part completion certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance/sub lease of the same.
- 7.5 Failure of Allottee to take Possession of Unit:** Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this

Agreement, and the Promoter shall give possession of the Unit to the Allottee as per terms and condition of this Agreement.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in this Agreement.

In the event of failure to take possession of Allottee within the stipulated time of 60 days for any reason whatsoever, the Allottee shall be deemed to have taken possession from the date the same has been offered for the purpose of Maintenance Charge or any other levies on account of the allotted Units but the actual physical possession shall be given on the payment of all up to date outstanding dues as demanded by the Promoter.

The Allottee also acknowledge and confirms that in the event the Allottee fails to take possession as per the offer and due to which the Promoter incurs any loss or liability or any statutory charges including Annual Letting Value (ALV), related income tax liability etc. and assessment of taxes of local authority or revenue department, the Allottee will be liable to bear, incur and reimburse all such losses, cost and liability which the Promoter has incurred and make good the same to the Promoter within one month of receiving intimation of the same from the Promoter. The Parties agree that after the possession has been offered by the Promoter and the Allottee has failed to take possession, the subject Unit shall be deemed to be under mortgage against the outstanding amount payable as per this Agreement along with statutory liability as stated herein above and due compensation thereof. Any such liability or outstanding payable by Allottee shall create first lien over the subject Unit in favour of Promoter till payment of entire outstanding amount and shall be dealt in accordance with applicable laws.

Further, in case intending Allottee(s) fails to take possession of the Unit as and when offered by the Promoter as stated above, then the Allottee shall be liable to pay holding charges at the rate of Rs. 50 per square meter of Unit per month along with applicable GST or any other statutory charges.

7.6 Possession by the Allottee After obtaining the occupancy/part completion certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate.

7.7 Cancellation by Allottee–

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Earnest Money. The balance amount of money paid by the Allottee (subject to deduction of taxes and other outgoing charges already paid by the Promoter and the penalty charges, if any paid/to be paid in terms of this Agreement) shall be returned by the Promoter to the Allottee

within 45 days of such cancellation. The rate of interest payable by the Allottee to the Promoter shall be 10% p. a.

That the Earnest Money shall stand forfeited in case of default by the Allottee(s) in timely payment of all instalments and for non-fulfilment of the terms and conditions of this Agreement. In such an event the allotment/booking of the Unit shall stand cancelled and the Allottee(s) shall be left with no lien, right, claim whatsoever on the Unit and the Promoter shall be free to dispose of his Unit at its sole discretion.

7.8 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Land, on which the Project is being developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a “*Force Majeure*”, if the Promoter fails to complete or is unable to give possession of the Unit.

- i) in accordance with the terms of this Agreement, duly completed by the date specified in this Agreement; or
- ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit with interest at the rate of 10% p. a. including compensation in the manner as provided under the Act within 45 days of it becoming due.

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate at the rate of 10% p. a. for every month of delay, till the offer of the possession of the Unit of which shall be paid by the Promoter to the allottee within 45 days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

8.1 The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the Said Land; The Promoter has requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for undertaking construction and development of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s), as well as for the Unit being sold to the Allottee(s) are valid and subsisting and have been obtained by following due process of law.

Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s) as well as for the Unit as provided under Rules

- (iv) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (v) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from transferring the Unit in the manner as contemplated under this Agreement;
- (vi) At the time of execution of the sub-lease deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s), common areas to the association of allottees or the competent authority, as the case may be;
- (vii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the offer of possession of Unit has been issued, as the case may be, equipped with all the specifications, amenities ,facilities as per the agreed terms and conditions and common areas of the Project;
- (viii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

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

- (i) That the Allottee shall abide by all Laws, Rules and Regulations of the Central Government/State Government/Local Bodies/Act/Rules and shall exclusively be responsible/liable for all defaults, violation or breach of any of the conditions, levies or Rules and Regulations as may be applicable.
- (ii) That the Allottee undertake to join in the execution of such documents and applications as may be required to obtain various permission from the Income Tax and other authorities to facilitate the registration of the sub -lease deed in his favour, failing which the Allottee shall be liable for all consequences arising from failure or neglect on the part of the Allottee to do so.
- (iii) That it is expressly agreed between the Parties that the Allottee shall not be entitled to assail this Agreement on the ground of want of mutuality even if any stipulates herein are held to be lacking mutually.

- (iv) That, as already stated, all costs of stamp duty, registration fee and all other miscellaneous/incidental expenses for registration of this Agreement or sub-lease deed shall be borne exclusively by the Allottee.
- (v) The Allottee agrees that no part of this transaction falls within the definition of 'Benami transactions' as given in amended section 2(9)(A) of the Benami Transactions (Prohibition) Act 1988 and the sub - lease is well within the purview of the permitted transactions defined thereunder.
- (vi) The Allottee agrees and undertakes to indemnify and keep indemnified the Promoter against any penalties, claims, demands, losses, damages, actions, disputes, costs, charges that may be made by any Statutory Authority under the Benami Transactions (Prohibitions) Act, 1988 in respect of the Said Premises, arising from any false or incorrect information being provided by me.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide possession of the developed Unit to the Allottee within the time period specified in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purposes of this Agreement, developed Unit shall mean Unit 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 or part thereof has been issued by competent authority. However, notwithstanding anything stated herein, the Promoter shall not be responsible towards any delay caused by the relevant authority in granting such completion or occupation certificate or any other approval, and the Promoter shall be required to follow up with the authorities on a best efforts basis;
- (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.
- (iii) Any temporary suspension of the registration of the Project under the Act shall be considered to be a force majeure event till the matter is sub-judice.

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

- (ii) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, on advance written notice, the Promoter shall correct the situation by completing the development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or
- (iii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any

head whatsoever towards the sub -lease of the Unit, along with interest at the rate of 10% p. a. within 45 days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate of 10% p. a., 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 within 45 days of it becoming due.

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

- (i) In case the Allottee fails to make payments for demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate of 10 per cent per annum;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 45 days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit in favour of the Allottee and refund the money paid by him after forfeiting the Earnest Money, brokerage, if any and interest component on delayed payment (payable or paid by the customer for breach of terms of this Agreement and non-payment of any due payable to the Promoter). The rate of interest payable by the Allottee to the Promoter shall be 10% p. a. The balance amount of money, if any, paid by the Allottee shall be returned by the Promoter to the Allottee. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.
- (iii) The termination stated above shall take effect upon the Promoter sending a notice in writing to the Allottee. Notwithstanding the same, the Allottee shall be under obligation to sign and execute all documents that the Promoter may require the Allottee to sign.

10. SUB -LEASE OF THE SAID UNIT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance/sub lease deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy/part completion certificate and the completion certificate, as the case may be, to the allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance/sub lease deed in his/her favour till payment of stamp duty and registration charges to the Promoter is duly made by the Allottee. The Allottee further agrees and undertakes to be present before the Competent Authorities for this purpose on the date(s) as may be communicated by the Promoter. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, the Registration

Act, 1908 and/or other Applicable Laws, including any actions taken or deficiencies / penalties imposed by the Competent Authority.

11. MAINTENANCE OF THE SAID UNIT / PROJECT:

- 11.1 The Promoter, after obtaining completion /occupancy certificate, shall be responsible to provide and maintain essential services in the Project till taking over of the maintenance of the project by the association of allottees as per the law/s being in force at that time. The cost of such maintenance along with applicable tax shall be borne by the Allottee on pro-rata basis as set forth in the separate maintenance agreement.
- 11.2 The Allottee agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter / the Association of Allottees / the Maintenance Agency as appointed for maintenance and upkeep of the Project. Execution of the maintenance agreement and payment of maintenance deposit shall be a condition precedent for handing over possession of the Unit by the Promoter and also for executing the sub lease deed of the Unit.
- 11.3 In addition to the Association/ Promoter's/ Maintenance Agency's rights of unrestricted access of all Common Areas for providing maintenance services, the Allottee agrees to permit the Promoter or the Maintenance Agency or their authorized personnel / workers to enter into the Unit or any part thereof, after due notice and during the normal working hours, to inspect the Unit and / or to carry out any repair work relating to construction / development that may be impacting the Unit or the adjoining apartments or the building / the common areas. The Allottee agrees and undertakes that either itself or through the Association, it shall not carry out any unauthorized maintenance or usage of common areas.

12. USAGE:

- 12.1 The Allottee shall use the Unit only for residential purposes for which it is allotted and in a manner that does not cause nuisance or annoyance to other occupants of the Project. Use of the Unit shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to any flooring, wall or ceiling of the Unit and/or to any unit above, below or adjacent to the Unit and/or anywhere in the Project and/or which in any manner interferes with and/or obstructs the use of the common areas.
- 12.2 Use of Basement and Service Areas: The basement(s) and service areas in the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans.
- 12.3 The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the maintenance agency for rendering maintenance services.

- 12.4 The Allottee hereby agrees and confirms to indemnify the Promoter against any penal action and liability, damage, loss, claim, demand etc. due to misuse of the Unit for which the Allottee of the Unit shall be solely liable and responsible, without any recourse to the Promoter.
- 12.5 If the Allottee uses or permits use of the Unit for any purpose other than as stated herein or otherwise for any illegal or unlawful purpose, the Promoter shall be entitled to cancel this Agreement and repossess the Unit besides pursuing such other remedies as may be available to the Promoter under the applicable laws.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS AND MAINTENANCE WORKS:

- 14.1 The Promoter/maintenance agency/association of allottees/ competent authority shall have rights of access of common areas, parking spaces for providing necessary maintenance services and the allottee(s) agrees to permit the association of allottees and/or maintenance agency/ competent authority to enter into the Unit after giving due notice and entering the said Unit during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).
- 14.2 That the said Unit hereby allotted forms part of the Project. It is in the interest of all the Allottee that safeguards be provided to prevent entry of unauthorized person(s) into the said Project. To give an effective hand to the Promoter/ Maintenance Agency to deal with such unlawful entrants/loiters/ peddlers etc. & also to enable the Promoter/Maintenance agency in particular and owners/lawful occupants of the various Units in general to deal more effectively with the security of the said Project and maintenance of order therein, the entry be regulated. For this the Maintenance Agency shall be free to restrict the entry of anyone into the Project whom it considers undesirable at the outer gate itself unless the Allottee himself gives permission to allow anyone to enter or escort them out as well. The security services, will be without any liability of any kind upon the Promoter/Maintenance Agency. Security costs will be part of the Maintenance Charges.

14. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

- 15.1 Subject to provisions of this Agreement, the Allottee 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 Unit which may be in violation of any laws or rules of any authority or change or alter or make additions to 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 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 tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Unit is not in any way damaged or jeopardized.
- 15.2 The Allottee/ association of allottees shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages. The Promoter/ Allottees/ association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common

areas which otherwise are available for free access. The Allottee/ association of allottees shall also not remove any wall, including the outer and load bearing wall of the Unit.

- 15.3 The Allottee shall not use the Unit or permit the same to be used for purpose other than the purpose sanctioned as per Govt. Regulations or as may be earmarked in the building plans sanctioned by the competent authority or use for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the Project or for any illegal or immoral purposes, and shall not do or suffer anything to be done in or about the said Unit which tend to cause damage to any flooring or ceiling of any Unit above, below or in any manner interfere with the use thereof or of space, passages or amenities available for common use. The Allottee shall not use the Unit for any other activity as stipulated in this Agreement.
- 15.4 The Allottee/ Association of allottees further undertakes, assures and guarantees that he would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Unit or anywhere on the exterior of the Project therein or common areas. 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.
- 15.5 The Allottee/ association of allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/ or maintenance agency appointed by association of allottees/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.6 That it is mutually agreed that save and except in respect of the said Unit hereby agreed to be acquired by the Allottee, he shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress over in respect of land, open spaces.

16. MORTGAGE OR CREATION OF A CHARGE:

- 16.1 After the Promoter executes this Agreement he 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 who has taken or agreed to take such Unit.
- 16.2 The Allottee may, for the purpose of facilitating the payment of the Total Price obtain financial assistance from banks/financial institution after obtaining prior written permission from the Promoter and in compliance of the terms of this Agreement. Any such arrangement / agreement shall be entered into by the Allottee at his sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/financial institution, the Promoter may issue the permission / NOC as may be required by the banks / financial institution subject however, that the Promoter shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Allottee may obtain from such bank/ financial institution. The Allottee shall keep the Promoter indemnified from all costs, expenses, injuries, damages etc. which the Promoter may suffer for any breach / default that may be committed by the Allottee to the third party(ies) / banks/ financial institution. In this regard the Promoter may, at the request of Allottee, enter into a tripartite agreement with the Allottee' banker / financial institution to facilitate the Allottee to obtain the loan from such bank / financial institution

for purchase of the Unit. The Allottee hereby agrees that the Promoter shall be entitled to cancel Agreement at the request of the Allottee's banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Allottee.

- 16.3 The Allottee may obtain finance from any financial institution / bank or any other source as stated above, but the Allottee obligation to purchase the Unit and pay the amounts payable pursuant to this Agreement is not to be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound under this Agreement whether or not the Allottee has been able to obtain financing for the purchase of the Unit.

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 in the State and related to the project.

18. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Uttar Pradesh Apartment Ownership Act, 2010.

19. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the layout plan, sanction plan and specifications, amenities and facilities have been approved by the competent authority(ies) and disclosed, except for guidelines/ permissions/ directions or sanctions by competent authority under applicable laws.

20. BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the Allottee and the Promoter have an obligation to execute this Agreement and also register the said Agreement as per the provision of the Act.

If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further register the said Agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the Allottee to get this Agreement executed, the Allottee

does not come forward or is incapable of executing the same, then in such a case, the Promoter has an option to forfeit upto ten percent of the booking amount.

21. INDEMNITY:

The Allottee undertakes to indemnify and keep the Promoter, and their officers / employees jointly and severally fully indemnified and hold harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs (“**Claims**”) faced, suffered, inflicted or incurred by the Promoter, other occupants as consequence of breach of any of the representations, warranties covenants or provisions as mentioned herein. It is agreed that the Allottee shall be responsible for the failure to comply with the obligations herein or for the occurrence of any hazard within the Unit due to the Allottee’s wilful misconduct and / or negligence. In such an event, the Allottee shall keep and hold the Promoter fully indemnified for the quantum of loss, penalty caused or borne by the Promoter, claims or demands raised on the Promoter due to such wilful misconduct and / or negligence on the part of the Allottee.

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties. The Parties are aware that under the Rules, the State Government of Uttar Pradesh has not yet notified the **format of the agreement** to be executed between the ‘promoter’ and an ‘allottee’ under Section 13 of the Act. The Allottee agrees and covenants to the Promoter that this Agreement shall be suitably revised / amended on being called upon by the Promoter, if so required, once format of the said agreement is notified by the State Government of Uttar Pradesh, which may involve some clauses to be added, deleted or suitably modified to be in consonance with such notified agreement. Any such revision shall be binding on the Parties and it is hereby agreed to put the same in place by signing the revised Agreement. The revised form of this Agreement, if any, shall be drawn up by the Promoter and shared with the Allottee for execution, where after the Parties shall mutually decide on the date and time for registration thereof with the Sub Registrar office.

24. 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 a transfer, as the said obligations go along with the Unit for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

- 22.1 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 shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 22.2 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 a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY:

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

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

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment apart from the maintenance charges which shall be agreed in separate maintenance agreement, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the Project.

28. 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.

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Gautam Buddha Nagar after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement. Hence this Agreement shall be deemed to have been executed at Gautam Budh Nagar.

30. NOTICES:

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

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

31. JOINT ALLOTTEES:

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

32. SAVINGS:

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

33. GOVERNING LAW:

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws prevalent in the State for the time being in force.

34. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act. However, in event where any grievance of either Allottee or the Promoter cannot be adjudicated by the Adjudicating Officer appointed under the provisions of RERA and Rules framed thereunder by any legal or statutory impediment then in such an event, the Parties hereto shall be eligible and entitled to approach the Court of competent jurisdiction.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

(2) Signature _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory) _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

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

Schedule A
Description of the Said Land

Schedule B
Description of the Unit

Schedule C
Payment Plan

Schedule D
Floor Plans

Schedule E
Details of Amenities

Annexure A
Total Price