

## AGREEMENT FOR SALE/SUB-LEASE

THIS Agreement for Sale/Sub-Lease ("this/the Agreement") is executed on this ---- day of -----, 20-----;

### BY AND BETWEEN

M/s Prateek Realtors India Pvt. Ltd., a company within the meaning and provisions of the Companies Act, 2013 having (CIN: U70101DL2009PTC197028) and its Corporate Office at Prateek Pro-Menage, A-42, Sector-67, Noida, Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as "**the Promoter**") which expression shall, unless repugnant to the context of meaning thereof, be deemed to mean and include its successors in business and permitted assigns) represented herein by Mr. ----- who has been duly authorized in this respect by the company's Board Resolution dated ----- of the One Part;

### AND

Mr./Mrs./Ms. -----, (AADHAR No. -----) Son/Wife/Daughter of Mr. ----- aged about ----- yrs. R/o ----- and Mr./Mrs./Ms. -----, (AADHAR No. -----) Son/Wife/Daughter of Mr. ----- aged about ----- yrs. R/o ----- (hereinafter singly or jointly, as the case may be, called and referred to "**the Allottee(s)**") which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their legal heirs, successors-in-interest, executors, administrators and permitted assigns) of the Other Part;

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

**DEFINITIONS:** For the purpose of this Agreement for Sale/Sub-Lease, unless the context otherwise requires:

- (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) as amended from time to time, enactments, modifications including orders, regulations, circulars and notifications issued by the Authority thereunder;
- (b) "**Agreement**" means this Agreement, including all recitals and schedules herein and all annexures hereto and also includes any modification hereof reduced to writing and executed by the duly authorised representative of the Promoter and by the Allottee(s), which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement;
- (c) "**Approvals**" includes all approvals, permissions, sanctions, licenses and no objection certificate(s)/letter(s), by whatever name called, obtained, in the process of being obtained, and to be obtained, under Applicable Law, as the Promoter may consider necessary and expedient, and/or as required by any Governmental Authority, inter alia, in relation to the construction of the Project, and/or inter alia in relation to the Said Land or any part thereof;
- (d) "**Apartment**" means the proposed Residential Dwelling Unit No. ---- having Carpet Area of ----- Sq. Mtr. (i.e. ----- Sq. Ft.) on ----- Floor in Tower ----- (as per approvals) in the Project. The Apartment is more fully described in **Schedule-A** hereto, which is shown on the typical floor plan thereof annexed hereto as **Schedule-B**;

Prateek Realtors India Pvt. Ltd.  


- (e) **"Apartment Specifications"** means the amenities, fixtures and fittings proposed to be provided in the Apartment, as listed in **Schedule-D** hereto;
- (f) **"Applicable Law"** includes all laws, rules, regulations, development control rules and regulations including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, the Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated in any manner by the Governmental Authority, or courts of law, or judicial, or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Project, and/or Said Land or any part(s) thereof; all being of the Republic of India;
- (g) **"Association of Apartment Owners"** means the association of the apartment owners of the Project to be formed under the UP Apartment Act;
- (h) **"Authority"** means the Uttar Pradesh Real Estate Regulatory Authority;
- (i) **"Booking Amount"** means the earnest money/deposit stated in **Schedule-C** hereto being 10% (ten percent) of the Total Price payable to the Promoter;
- (j) **"Carpet Area"** means the proposed carpet area of the Apartment stated in the Statement annexed hereto at **Schedule-A**, as presently determined on the basis of the net usable floor area of the Apartment, excluding the area covered by the external walls, area under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment and is as per the Act;
- (k) **"Common Areas"** means the areas, amenities, utilities and facilities to be developed upon the Said Land, as a part of the Project, which are intended for the common use of, inter alia, the Allottee(s), purchasers and occupants from time to time of apartments in the Project, which shall be more particularly described in the Deed of Declaration which the Promoter will cause to be filed under the UP Apartment Act and also described in the statement annexed hereto as **Schedule-E**;
- (l) **"Date of Offer of Possession"** means the date of the written communication to be addressed by the Promoter to the Allottee(s) under which the Promoter shall offer "ready to move in possession" of the Apartment which is complete in all respects including the Apartment Specifications, and for which occupation certificate and/or completion certificate, as the case may be, has been issued by the Competent Authority; which is currently estimated by the Promoter, to be date of completion of the Project declared before RERA, subject to Force Majeure Event;
- (m) **"Force Majeure Event"** shall mean war, flood, drought, fire, cyclone, strike, earthquake, or any other calamity caused by nature or any other event which is beyond control of the Promoter or any delay by the Governmental Authorities in granting approvals, court order affecting the regular development of the Project;
- (n) **"FSI" or "FAR"** means the floor space index or the floor area ratio;
- (o) **"Government"** means the Government of Uttar Pradesh;
- (p) **"Governmental Authority"** means the Government of India, the State Government of Uttar Pradesh, and any local or other government, and any ministry, department, agency, officer, commission, court, judicial or quasi-judicial body or authority, statutory or public authority or body, or other body or person exercising executive, legislative, judicial, regulatory or administrative functions of a government; and includes the Noida Authority.

For **Prateek Realtors India Pvt. Ltd.**



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- the Real Estate Regulatory Authority constituted by the State Government of Uttar Pradesh under the Act, and any other concerned body or authorities;
- (q) **"Indemnified Parties"** shall mean the Promoter, Promoter Affiliates and the PMC, and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns;
- (r) **"Informative Materials"** means all advertisements, publicity, or promotions, of whatsoever nature in respect of the Said Land and/or the Project, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, handouts, presentations, oral or written representations, made and/or published, and/or generated by, or on behalf of the Promoter, and any other such information or materials as may be made, or published by, or on behalf of the Promoter, and includes publicity reports and includes the show/sample apartment/units with fixtures, fittings and amenities etc. provided therein;
- (s) **"Interest"** shall mean interest payable by the Allottee(s) to the Promoter or by the Promoter to the Allottee(s), as the case may be, at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the Rules.
- (t) **"Limited Common Areas and Amenities"** means such area in the Project which are limited for use and occupation by Allottee(s)/occupants, transferees of one or more Premises in the Project as may be provided by the Promoter in the Deed of Declaration, which the Promoter will cause to be filed under the UP Apartment Act, such as parking spaces, staircases, lifts, lobbies and common passages on each floor/level, services ducts, servant toilet, fire evacuation device, entrance lobbies, meter room, letter box room/area and room area for various services, garbage collection area and other necessary amenities, if any, which may be available in addition to development potential with or without payment of any premiums within the structure of the Project;
- (u) **"Parking Space/s"** means such number of parking spaces referred to in **Schedule-A** hereunder written. The location and the designated number of the Parking Space/s will be determined by the Promoter and notified (in writing) to the Allottee(s) on or before the Date of Offer of Possession;
- (v) **"Plans"** means the plans, drawings and layout as currently approved and sanctioned by UPAVP and concerned Governmental Authorities in respect of the Said Land, and includes plans and drawings in respect of the Project and/or parts thereof, and/or as may be sanctioned and approved from time to time in respect of the Project; together with any amendments, alterations, modifications, additions, extensions, renewals etc. in respect thereof as the Promoter may consider necessary and expedient, in its discretion, and/or as required by any Governmental Authority;
- (w) **"PMC"** shall mean any entity/ies, or organisation/s, or agency/ies, or person/s engaged and appointed, from time to time, by the Promoter, and/or its affiliates, in its/their discretion, for the management, and/or maintenance, and/or repairs of the Project Land, and/or the Project, and/or the Common Area, or any of them;
- (x) **"Project Completion"** means obtainment of the Completion Certificate and/or the Occupation Certificate, as applicable, upon completion of the entire development and construction of the Project or any part thereof, as the case may be;

- (y) **"Project Engineer"** means any structural and/or civil engineer/s that may be engaged, from time to time, by the Promoter, in relation to the Project;
- (z) **"Project Land"** means the part/portion of the land whereupon the towers/blocks of Prateek Grand Begonia (Phase-I) units and the common area/facilities of common use appurtenant thereto is situated in the Plots bearing Plot Nos. 4/BS-01 & 4/BS-05 admeasuring 1,54,916.60 located in Siddharth Vihar, Ghaziabad, Uttar Pradesh and more particularly described in **Schedule-A**.
- (aa) **"Promoter's Bank Account"** means the bank account/s as may be designated and operated from time to time by the Promoter for payment and deposit by the Allottee(s) of the Total Price, or any part thereof;
- (bb) **"Rules"** means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time;
- (cc) **"Regulations"** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (dd) **"Said Land"** means the Plots bearing Plot Nos. 4/BS-01 & 4/BS-05 admeasuring 1,54,916.60 located in Siddharth Vihar, Ghaziabad, Uttar Pradesh more particularly described in **Schedule-B**;
- (ee) **"Section"** means section of the Real Estate (Regulation and Development) Act, 2016;
- (ff) **"Taxes"** means all present, future and enhanced taxes, imposts, dues, duties, impositions, fines, penalties etc., by whatever name called, imposed/levied, under any Applicable Law, and/or by Governmental Authorities, attributable to, and/or in relation to, and or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Apartment, and/or the Parking Space/s and/or this Agreement, and/or upon the Total Price and/or any or all of the other aggregate payments referred herein including Interest Free Maintenance Security deposit, and/or upon the Association of Apartment Owners to be formed in respect of the Project, and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes Goods and Service Tax (GST), education tax/cess/charges, local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, impositions, levies, or charges in the nature of indirect tax, or in relation thereto, that is/are imposed or levied by any Governmental Authority. The taxes which are applicable as on the date of this Agreement is stated in the cost sheet executed with the Parties.
- (gg) **"TDS"** means tax deducted at source, under the Income Tax Act, 1961;
- (hh) **"TDS Certificate"** means a certificate evidencing payment of TDS, presently in Form 16 B under the Income Tax Act, 1961.
- (ii) **"Total Price"** means the purchase price and other charges payable by the Allottee(s), as stated in **Schedule-C** hereto;
- (jj) **"UP Apartment Act"** means the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, its rules and amendments from time to time;
- (kk) **"UPAVP"** means Uttar Pradesh Awas Evam Vikas Parishad;

**WHEREAS:**

- A. The Promoter is the lessee and in possession of the plots of land bearing Plot No(s). 4/BS-01 & 4/BS-05 admeasuring 1,54,916.60 Sq. Mtr. located in Siddharth Vihar, Ghaziabad, Uttar Pradesh (**"the Said Land"**) conveyed in its favour by UPAVP vide Lease Agreement

For Prateek Realties (India) Pvt. Ltd.



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dated 20.06.2014 duly registered in Book No. 1 Volume 4390 at Pages 367 to 396 as Document No. 4118 and the Lease Agreement dated 22.02.2014 duly registered in Book No. 1 Volume 4191 at Pages 15 to 54 as Document No. 1423 respectively in the office of the Jurisdictional Sub-Registrar (Fifth), Ghaziabad, Uttar Pradesh on 20.06.2014 and 25.02.2014 respectively;

- B. The Said Land is earmarked for the purpose of building a residential project comprising multi-storied apartment buildings and club and commercial spaces/shops. The Promoter has planned to develop the said land phase wise.
- C. The Promoter framed a scheme to develop the Said Land and planned to develop it in phases. The whole scheme to be developed on the Said Land has been named and called as "Prateek Grand City" ("the whole Scheme"). The phases of the whole Scheme have been named and registered under RERA separately. As per the development plan, the promoter is developing another phase of the whole Scheme named "Prateek Grand Begonia (Phase-1)" ("the Project");
- D. 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/Project Land have been complied with;
- E. The UPAVP has granted the commencement certificate to develop the Project vide dated 09.05.2024 bearing No. UPAVP/BP/22-23/1428;
- F. The Promoter has obtained the permissions and approvals necessary for construction of the Project from the concerned governmental authorities including UPAVP. 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 other laws as applicable;
- G. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority under Registration No. -----
- H. The Allottee(s) applied to the Promoter for purchase of an apartment along with right to use parking space in the Project vide Application No. ----- dated ----- . In pursuance of his application, he has been allotted an apartment being Apartment No. ----- details of which are more fully given in **Schedule-A** (hereinafter referred to as "the Apartment") and floor plan of the apartment is given in **Schedule-B** hereunder;
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., as applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell/sub-lease or cause to sell/sub-lease and the Allottee(s) hereby agrees to purchase the Apartment along with exclusive right to use the Parking Space as specified herein;

**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:

For Prateek Realtors India Pvt. Ltd.  
  
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1. **Terms:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to transfer/sell/sub-lease to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Apartment as specified in **Schedule-A**.
- 1.2 Both the Parties confirm that they have read and understood the provisions of Section 14 of the Act.
- 1.3 The Total Price for the Apartment based on the carpet area is Rs. -----/- (Rupees ----- only) ("**Total Price**") as more specifically described in **Schedule-C**. The Total Price is excluding the taxes and other charges as described herein. All the taxes shall be payable extra as applicable and the other charges shall be payable as per final demand letter ('**FDL**') to be raised at the time of offer of possession.
- 1.4 The Total Price above includes the Booking Amount paid by the Allottee(s) to the Promoter towards the Apartment. The Allottee(s) further confirms that he has voluntarily and willingly paid any and all amounts including the Booking Amount to the Promoter on or prior to execution of this Agreement.
- 1.5 The Total Price above is excluding the taxes (consisting of tax paid or payable by the Promoter by way of GST and/or any other taxes which may be levied, in connection with construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over possession of the Apartment to the Allottee(s) and the Project to the Association of Apartment Owners or the Competent Authority, as the case may be, after obtaining the completion certificate; All the taxes shall, as applicable/modified from time to time, be payable extra.
- 1.6 The Promoter shall intimate in writing to the Allottee(s), the amount payable as stated herein above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall, if so desired by the Allottee(s), provide him details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.7 The Allottee(s) agrees and undertakes to deliver to the Promoter, the original TDS Certificate (if applicable), by the expiry of 7(seven) days from the date of each payment of TDS made by the Allottee(s). Without prejudice to non-payment of TDS and/or non-delivery of TDS Certificate as aforesaid, being an Allottee(s)'s Event of Default, the Allottee(s) shall be liable to deposit with the Promoter, an amount equivalent to the unpaid TDS along with interest, on or before the date of FDL for Possession. On the Allottee(s)'s producing the TDS Certificate and the Promoter's receiving credit for the TDS, the deposited amount shall be refunded after deducting interest therefrom in respect of the period of delay in payment of TDS by the Allottee(s) to the Government.
- 1.8 The Total Price shall be free of escalation, save and except the escalation/increases which the Allottee(s) hereby agrees to pay, due to escalation/increase on account of development fee payable to the Governmental Authorities and/or any other increase in charges which have or may be levied or imposed by any Governmental Authorities from time to time. The Promoter undertakes and agrees that in respect to such demand on the Allottee(s) for increase in development fee, cost/charges imposed by the Governmental Authorities, the Promoter shall provide the said

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- notification/order/rule/regulation to that effect, if so desired by the Allottee(s). The Promoter shall thus be entitled to an increase in the Total Price proportionate to the extent of such escalations/increases. Such additional Total Price shall be determined by the Promoter and shall be due and payable as and when communicated by the Promoter to the Allottee(s).
- 1.9 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-C ("the Payment Plan")**.
- 1.10 From the due date of taking over physical possession of the Apartment as intimated by the Promoter (whether the Allottee(s) has taken over possession of the apartment or not), the Allottee(s) shall be continuously bound and liable to bear and pay in respect of the Apartment, all the outgoings, his share of the common area/services maintenance charges, comprising of general maintenance, including but not limited to property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premium, charges for management and upkeep of the Project, and such other charges expenses necessary or incidental for maintenance and upkeep of the Project. For the Purpose of payment of maintenance charges in common with other allottees/purchasers of the Project, the same shall be in proportion to the Carpet Area of the Apartment to the total carpet areas of all the apartments/units in the Project.
- 1.11 The Allottee(s) confirm to have satisfied himself in respect of all documents and records relating to the Said Land and the Project, including all the relevant Approvals & Plans thereof and the rights of the Promoter to develop the Project Land and allot the Apartment and cause the transfer thereof.
- 1.12 It is agreed that the Promoter shall, except as agreed herein, not make any additions and alterations in the Plans and/or specifications as contained in **Schedule-C & Schedule-E** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment without the previous written consent of the Allottee(s) as per the provisions of the Act; Provided that the Promoter may make minor additions and/or alterations as may be required by the Allottee(s), or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended by authorised architect and or Project Engineer of the Promoter subject to the Applicable Laws.
- 1.13 The Promoter, in case there is any variation in Carpet Area of the Apartment that has been allotted to the Allottee(s) after construction of the building is complete and completion certificate/occupancy certificate (as applicable) is granted by the competent authority, shall confirm the same to the Allottee(s), by furnishing details of the changes, if any, in the Carpet Area. In this event, the total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area then the Promoter shall refund the excess money paid by the Allottee(s) within 45 (forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee(s) or adjust the same from the Total Price, as mutually agreed. If there is any increase in the Carpet Area, which is not more than 3 (three) percent of the Carpet Area of the apartment, allotted to Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided

- in **Schedule-C**. All these monetary adjustments shall be made at the same rate per square meter/foot as agreed in Total Price/Payment Plan annexed to this agreement.
- 1.14 Subject to Allottee(s)'s complying with all his obligations contained herein, the Promoter agrees and acknowledges that the Allottee(s) shall have right to the Apartment as mentioned below:
- i. The Allottee(s) shall have exclusive title to the Apartment;
  - ii. The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants/owners/purchasers, maintenance staff etc., without causing any inconvenience or hindrance to any of them. It is clarified that the Promoter shall hand over the administration and maintenance of Common Areas & Services to the Association of Apartment Owners after duly obtaining the completion certificate/occupation certificate, as applicable, from the competent authority as provided in the Act;
  - iii. That 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, cost of providing electric wiring, electrical connectivity or provisioning for electrical connectivity to the point where electricity meter can be installed, as the case may be, lift, water line and plumbing, finishing with paint, marbles, tiles, doors windows, fire detection and fire-fighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project. The Promoter has clearly disclosed the charges payable as prescribed in the Total Price/Payment Plan annexed herewith. The common area maintenance charges and/or the Interest Free Maintenance Security payable are clearly disclosed in the Payment Plan annexed herewith to this Agreement. The taxes, as applicable from time to time, shall be payable extra as and when demanded by the Promoter;
  - iv. The Allottee(s) shall be entitled to visit and view the Project, however, with a prior appointment taken in this respect from the Promoter. The Allottee(s), during any and all such visits, shall adhere to all safety and security conditions as stipulated by the Promoter and the Promoter shall not be responsible and/or liable in any manner whatsoever for any unfortunate event/accident, if any, occurs during any such visit(s).
- 1.15 The description of the Common Areas, Limited Common Areas, Independent Areas & Amenities shall be provided by the Promoter in the necessary filings to be made under the Uttar Pradesh (Promotion of Construction, Ownership and Maintenance) Act, 2010.
- 1.16 It is made clear by the Promoter and the Allottee(s) agrees that the Apartment along with garage/ Parking Space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent phase of the integrated group housing being developed on the Said Land as per the master plan except for the purpose of integration of infrastructure for the benefit of the Allottee(s) and integration of amenities as required under Applicable Law or by a Competent

For Prateek Realtors India Pvt. Ltd.

  
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Authority. It is clarified that Project's facilities and amenities, other than declared as independent areas in the deed of declaration, shall be available for use and enjoyment of the Allottee(s) of the Project.

- 1.17 It is further made clear by the Promoter and the Allottee(s) agrees that in case of phase wise development of the Project, the Allottee(s) shall have no right, entitlement or interest over any portion of the Said Land whereupon any other phase of the group housing project is or is intended to be developed exclusively for the Allottee(s) of any such phase of the Project.
- 1.18 The Promoter agrees to pay all outgoing before handing over the administration and management of Common Area of the Project to the Association of the Apartment Owners, which it had collected from the Allottee(s) for payment of outgoing (including but not limited to municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to the competent authorities, banks and financial institutions, which are related to the Project) save and except for the unsold premises/apartments. If the Promoter fails to pay all or any of the outgoing collected by it from the Allottee(s) or any liability before handing over the administration and management of Common Areas of the Project to the Association of Apartment Owners, the Promoter agrees to be liable, to pay such outgoing and penal charges, if any, to the Governmental Authority to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority.
- 1.19 The Allottee(s) has paid Booking Amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees and undertakes to pay to the Promoter the balance/remaining Total Price as prescribed in **Schedule-C** hereto and other charges as described hereunder as may be demanded by the Promoter within the time and in the manner as specified in the demand raised by the Promoter;  
Provided that if the Allottee(s) delays in payment towards any amount which is payable to the Promoter as per terms of this Agreement, the Allottee(s) shall be liable to pay interest as prescribed under the Rules for the time being in force.

2. **MODE OF PAYMENT:** All payments shall be made either by cheques and/or pay orders and/or demand drafts drawn in favour of the Promoter, or if directed by the Promoter, in its discretion, by direct bank transfer/RTGS deposited by the Allottee(s) in the Promoter's Bank Account along with the applicable taxes thereon; subject to deduction of applicable TDS. As per the Income Tax Act, 1961, TDS is presently 1% (one percent) of all amounts to be paid to the "transferor", that is in the present case, to the Promoter (in instalments or otherwise), which TDS shall be deducted by the Allottee(s) at the time of making payments and remitted in the Government's account in accordance with the provisions of the Income Tax Act, 1961.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES**

- 3.1 The Allottee(s), if resides outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,

Project Name: [Redacted] Pvt. Ltd.



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1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other Applicable Laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility to intimate same the in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee(s) and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding of the Allottee(s) against the Apartment, if any, in his name and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE**

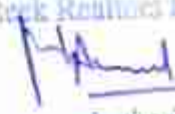
5.1 The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee(s) and the Common Areas to the Association of Apartment Owners or the competent authority, as the case may be.

5.2 Time is of essence in respect of performance by the Allottee(s) of all his obligations, including financial obligations, subject to the Payment Plan as provided in **Schedule-C** and simultaneous completion of construction by the Promoter as set forth thereunder. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence.

5.3 The Allottee(s) hereby confirms personally and as a prospective member of the Association of Apartment Owners, all of the following, which are and shall always be the essence of this Agreement, that is:

- i. all the matters, and the rights, powers, authorities, discretions and entitlements of the Promoter, as recorded and contained in this Agreement including this

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Article and the Promoter's intent and desire in respect of the Said Land and the developments thereof;

- ii. the Allottee(s) shall have no right, neither now nor in future, to make or raise any objection to the rights, powers, authorities, discretions and entitlements of the Promoter as contained in this agreement including this Article, and no consent or permission in that regard shall be required to be obtained or given by him/them;
- iii. the Allottee(s) shall not object to, hinder, obstruct or interfere with the Promoter exercising its rights and powers herein on any grounds.

6. **CONSTRUCTION OF THE PROJECT/ APARTMENT:** The Allottee(s) has inspected the Approvals, Plans and proposed facilities of the Apartment and accepted the same, as represented by the Promoter. The Promoter shall develop the Project in accordance with the Approvals, Plans and approved facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such Plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by UPVP and shall not have an option to make any variation/alteration/modification in such Plans, other than those as agreed hereunder and in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. **POSSESSION OF THE APARTMENT**

7.1 **Schedule for Possession of the Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee(s) and handover of Common Areas to the Association of Apartment Owners is the essence of the Agreement. The Promoter, subject to the other terms contained herein, assures to hand over possession of the Apartment with all specifications in place on or before the project's end date declared before the Authority, unless there is occurrence of any Force Majeure Event(s). If, however, completion of the Project is delayed due to the Force Majeure Event(s), then the Allottee(s) agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Apartment;

Provided that such Force Majeure Event(s) are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure Event(s), then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the allotment within 120 days from that date. The Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all of its obligations and liabilities under this Agreement.

Without prejudice to the above, it is agreed between the Parties that the Promoter, with 30 (thirty) days advance notice to the Allottee(s), may offer

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possession of the Apartment prior to the above-mentioned date agreed for the purpose, however such an early offer may be made after completion of at least 48 months from the date of approval of Plans/this Agreement.

In case the completion certificate/occupancy certificate, as applicable, is delayed for any reason which is not attributable to the Promoter, the Allottee(s) shall be liable to clear the final demand letter by due date as well as to pay the maintenance charges and other outgoings in respect to the Apartment from the date as mentioned in the written intimation issued by the Promoter.

- 7.2 **Procedure for taking possession:** The Promoter shall, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority at the Promoter's discretion, address a communication (in writing) to the Allottee(s) offering possession of the Apartment within 2 (two) months from the date of issue of completion certificate/occupancy certificate (as applicable);

Provided that, in the absence of Applicable Law, the conveyance deed in favour of the Allottee(s) shall be carried out by the Promoter within 3 (three) months from the date of issue of completion certificate/occupancy certificate (as applicable). The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s) agrees to pay the maintenance as determined by the Promoter/Association of Apartment Owners.

- 7.3 **Failure of Allottee(s) to take over possession of the Apartment:** Upon receiving a written intimation from the Promoter, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as required, and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within such time as may be mentioned in the said written intimation, the Allottee(s) shall be liable to pay to the Promoter holding charges at the rate of Rs. 5/- per month per sq. ft. of Carpet Area for the period beyond 3 (three) months till actual date of possession in addition to maintenance charges as specified under the Payment Plan (**Schedule-D**).

- 7.4 **Possession by the Allottee(s):** After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Apartments to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association of Apartment Owners, as per the applicable law;

Provided that in the absence of any Applicable Law, the Promoter shall handover the necessary documents and plans, including Common Areas, to the Association of Apartment Owners within thirty days of Project Completion.

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

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Provided that where the Allottee(s) proposes to cancel/withdraw/terminate from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount/Earnest Money paid for allotment of the Apartment. Upon such termination, the Allottee(s) shall execute and register a Deed of Cancellation, if required, recording such termination and cancellation of this Agreement, however, the date of the Allottee(s)'s aforesaid notice of termination shall be and deemed to be the date on which this Agreement stood terminated and cancelled. The Promoter shall return 50% (fifty percent) of the balance amount of money paid by the Allottee(s) within 45 (forty-five) days of such cancellation/withdrawal/termination and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Apartment or at the end of one year from the date of cancellation/termination/withdrawal by the Allottee(s), whichever is earlier without any interest. The Promoter shall inform the previous Allottee the date of re-allotment of the said Apartment and also display this information on the official website of UP RERA on the date of re-allotment. Notwithstanding anything contained in this Agreement, the ability of the Allottee(s) to termination/cancel this Agreement shall be subject to Applicable Law, including any judgments, judicial precedents as pronounced from time to time related to the subject matter in this Clause i.e. termination/cancellation of this Agreement by the Allottee(s).

- 7.6. The Allottee(s): (i) shall ensure that on or after taking possession of the Apartment, his/her interior works in the Apartment do not prejudice, affect or hinder in any manner the efforts and actions of the Promoter to obtain the balance/remaining Approvals in respect of the Project, and (ii) undertakes not to cause any damage to the Apartment and/or the Project or any part thereof or on the Said Land, and in the event any damage is caused, the Allottee(s) agrees and undertakes to reimburse the Promoter all costs related to the remediation and rectification thereof. The Allottee(s) also accepts acknowledges that as on the date of FDL for Possession, the construction works in the Apartment shall have been completed, but that there shall, or may, be project development and construction works ongoing at such time, including in respect of the Common Areas.
- 7.7. **Compensation** - The Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the Said Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure Event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the end of 6 (six) months grace period for completing construction post the date specified in Para 7.1; 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 Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at

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the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty five) days of it becoming due;

Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay after 6 (six) months of grace period for completing construction post the date specified in Para 7.1, till the handing over of possession of the Apartment, which shall be paid or adjusted by the Promoter to the Allottee(s) simultaneously with the handover of possession to the Allottee(s) or prior to that.

## 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

8.1 Subject to the disclosures made herein by the Promoter, the Promoter hereby represents and undertakes as follows:

- i. The Promoter has clear and marketable title with respect to the Said Land; the requisite rights to carry out development upon the Said Land and, actual, physical and legal possession of the Said Land for the Project;
- ii. The Promoter has lawful rights and shall cause to apply for all necessary Approvals from time to time in respect of the Project;
- iii. The Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Apartment. In case the Apartment forms security against any loan obtained from any bank(s)/financial institution(s) and/or person by the Promoter, the Promoter agrees that simultaneously with or before the registration of the Conveyance Deed or as and when desired, the Promoter shall obtain a letter releasing mortgage of charge of such bank(s) and/or financial institution(s) and/or person(s) over the Apartment alone, enabling the Promoter to complete the allotment to the Allottee(s), free of the same;
- iv. The Promoter is entitled to enter into this Agreement, for agreeing to allot and transfer the Apartment in the manner contemplated herein;
- v. The Said Land is free from any encumbrance except the encumbrances as disclosed with RERA. No other person has any right, title or entitlement on the Said Land in any manner whatsoever, except for the first charge of UPAVP and the charge as disclosed with RERA. The Promoter has requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land;
- vi. The Promoter is seized and possessed of or otherwise well and sufficiently entitled to and having the absolute and exclusive right thereof, and is in legal, peaceful and unhindered possession of the Said Land;
- vii. Except for the first charge over the Said Land of UPAVP in respect of payment of the dues of UPAVP, the Said Land is completely free and clear of all other encumbrances such as prior sale, gift, mortgage, disputes, litigation, threatened litigation, lis-pendens, easement rights, acquisition, attachment in the decree of any court, attachment (of the Income Tax Department or any other department of any Governmental Authority or of any other person or entity), acquisition, requisition, or attachment, lien, court injunction, will, trust, exchange, lease, legal flaws, claims, partition, prior agreement to sell, memorandum of understanding or development agreement, joint venture or

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- agreement of any nature whatsoever or any other legal impediment in respect of the Said Land, except if otherwise disclosed by the Promoter;
- viii. There are no pathways, nallas, religious sites, existing structures, canals, gas pipelines etc. passing through the Said Land. The Said Land or any portion thereof is not affected by any notification for reservations, acquisition etc. by the Government or any other local authorities. There are no trees on the Said Land. The Said Land is duly fenced.
  - ix. There are no hazardous chemicals and/or materials stored under the Said Land which could affect the construction development by the Promoter.
  - x. There is no current dispute, litigation, notice, impediment, judgment and/or order of any nature whatsoever in respect to the Said Land.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure Event(s), the Promoter shall be considered under a condition of default of the Promoter, in the following events:

- i. The Promoter fails to provide ready to move in possession of the Apartment to the Allottee(s) by the Date of Offer of Possession or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority or such extension as agreed hereunder or as may be granted under the Act. For the purpose of this Para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects and for which completion certificate/occupation certificate, as the case may be, has been issued by the competent authority;
- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

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

- i. Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- ii. The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) towards purchase of the Apartment, along with Interest within 45 (forty-five) days of receiving the termination notice;  
Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate this Agreement, he shall be paid, by the Promoter, interest for every month of delay after 6 (six) months of grace period for completing construction post the date specified in Para 7.1 till the handing over of the possession of the Apartment. The Allottee(s) must not be in default to take this benefit.

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

- i. In case the Allottee(s) fails to make payments for 2 (two) consecutive demands raised by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest as applicable to the Promoter on the unpaid amount. The Promoter must not be in default to take this benefit;
- ii. In case of Default by Allottee(s) under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the Booking Amount/Earnest Money and the interest liabilities and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit;  
Provided that the Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination.

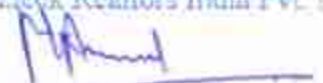
10. **CONVEYANCE OF THE SAID APARTMENT:** The Promoter, on receipt of Total Price of the Apartment as per this Agreement from the Allottee(s) and all other amounts/charges as stated herein, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas together with the right to use of the Parking Space within 3 (three) months from the date of issuance of the completion certificate/occupancy certificate, as the case may be, to the Allottee(s).

However, in case the Allottee(s) fails to deposit the stamp duty and/or registration charges or the Allottee(s) is in default of any other provision of this Agreement within the period mentioned in the notice, the Allottee(s) authorises the Promoter to withhold registration of the conveyance deed in his favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s) and/or the default of the provisions of this Agreement is rectified by the Allottee.

11. **MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:**

- i. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Apartment Owners upon issuance of the completion certificate of the Project. The Allottee(s) shall pay the Common Area Maintenance Charges in advance for 2 (Two) years at the time of possession as demanded by the Promoter in the FDL. However, if the Association of the Apartment Owners is not formed within 2 (two) years from the date of completion certificate, the Promoter will be entitled to collect from the Allottee(s) amount equal to the amount of maintenance disclosed in **Scheduled-C** + 10% in lieu of price of escalation for the purpose of maintenance for next 1 (one) year and so on. The Allottee(s) also agrees for the alternative prevalent mode of collection of the said maintenance charges to be done by way of deduction through pre-paid service charge collection system on daily basis. The Promoter will pay the balance amount available with him against the maintenance charge, if any, to the Association of Apartment Owners once it is formed.

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- ii. The Allottee(s) shall also be liable to pay an Interest Free Maintenance Security ("IFMS") deposit as per **Schedule-C** to the Promoter before handing over possession of the Apartment.
- iii. The Allottee(s) agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format with the Promoter/the Association of Apartment Owners/the maintenance agency as appointed for maintenance and upkeep of the Project. Execution of the maintenance agreement and payment of IFMS deposit shall be a condition precedent for handing over possession of the Apartment by the Promoter and also for executing the conveyance/sub-lease deed of the Apartment.
- iv. In addition to the rights of the Association of Apartment Owners/Promoter/maintenance agency for unrestricted access of all Common Areas for providing maintenance services, the Allottee(s) agrees to permit the Promoter or the maintenance agency or their authorised personnel/workers to enter into the Apartment or any part thereof, after due notice and during the normal working hours to inspect the Apartment and/or to carry out any repair work relating to construction/development that may be impacting the Apartment or the adjoining apartments or the Building/the Common Areas. The Allottee(s) agrees and undertakes that either itself or through the Association of Apartment Owners, he shall not carry out any unauthorised maintenance or usage of common areas.

**12. DEFECT LIABILITY:** Subject to provision stated herein and the inspection conducted by the Allottee(s) as stated in Article 7.1 herein, it is agreed that in case any structural defect is brought to the notice of the Promoter within the period as prescribed in the Act by the Allottee(s) from the date of handing over possession or the date of obligation of the Promoter to give possession to the Allottee(s), whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

**14. USAGE:**

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

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other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Apartment Owners formed by the apartment owners for rendering maintenance services.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- i. Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or Common Areas or change or alter or make additions to the Apartment including its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, and shall maintain in good, fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- ii. The Allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the building or anywhere on the exterior of the Project, buildings 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. Further the Allottee(s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- iii. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Apartment Owners and/or maintenance agency appointed by Association of Apartment Owners. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:** The Parties are entering into this Agreement for allotment of the Apartment with full knowledge of all laws, rules, regulations, notifications applicable to the Project.

**17. ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and this Agreement.

**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the Apartment, and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) to such Apartment.

**19. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) ACT, 2010:**

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- i. The Promoter shall form an Association of Apartment Owners of the Project in accordance with the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. On Project completion, the Promoter shall handover the maintenance, repair, management and administration of Common Areas to the Association of Apartment Owners after obtaining the completion certificate/occupancy certificate, as the case may be, from the competent authority as per Applicable Law.
- ii. All the documents, writing, deeds etc. to be executed in the conveyance and transfer and the conveyance deed as referred to in this Agreement, and all other related documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-laws, rules and regulations of the Association of Apartment Owners formed in respect of the Project, and all writings, forms, applications etc. in relation to the proposed formation and registration thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Promoter, and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, authorities and benefits of the Promoter, as the Promoter deems fit.
- iii. Without prejudice to the generality of the foregoing provisions, the Promoter has put the Allottee(s) to notice of the following matters, facts and disclosures which the Allottee(s) has agreed and accepted that development of the Project in phases upon the Said Land contemplates utilisation of part/portion of the Development Potential of the Said Land, which may not be proportionate to the FSI and development potential attributable to and arising out of the Project Land and/or the Said Land. The Allottee(s) for himself and as a prospective member of the Association of the Apartment Owners, shall not be entitled to raise any claim or dispute in respect thereof or in respect of the other phase of to be developed on the remaining of the Said Land as set forth in Clause 1.17 herein.
- iv. The Association of Apartment Owners to be formed and constituted in respect of the Project, shall be known by such name as the Promoter may decide, which name shall not be changed by the Allottee(s) and/or any other purchasers forming part of the Association of the Apartment Owners without prior consent of the Promoter.
- v. The Allottee(s) shall co-operate with the Promoter and shall sign and execute application forms, papers, declarations, documents and other writings for registration of the Association of Apartment Owners to be formed and constituted in respect of the Project and do all necessary acts and deeds, so as to enable the Promoter to respectively register the Association of Apartment Owners.
- vi. All, without limitation costs, charges and expenses in respect of formation and registration of Association of Apartment Owners, shall be borne and paid by the Allottee(s)s /apartment owners of the apartments in the Project, and the Promoter shall not bear or pay the same or contribute towards the same at all. If any delay or default is made in the payment or reimbursement of such costs, charges or expenses, for any reason whatsoever, the Promoter shall never be held responsible or liable for delay in the formation and registration of the Association of the Apartment Owners.

## 20. MISCELLANEOUS TERMS AND CONDITIONS:

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- i. The detailed terms of transfer for the Apartment shall be based on the definitive legal document for the transfer of property [hereinafter referred to as the "**Indenture of Conveyance**"], which shall be executed between the Applicant and the Promoter and shall include the entire understanding between them relating to conveyance of the Apartment. Provided that the Indenture of Conveyance shall be executed only after the Total Sale Price for the Apartment has been received from the Applicant along with all other charges, applicable taxes, duties, charges and expenses, the construction of the Apartment/Project is complete in all respects and subject to the Applicant complying with all the provisions hereof and/or the Agreement for Sale/Sub-Lease.
- ii. The Applicant agrees that until the Indenture of Conveyance is executed in his favour and duly registered, the Promoter shall continue to be the owner of the Apartment and the Letter of Allotment/Agreement for Sale/Sub-Lease shall not give to the Applicant any rights or title or interest in the Apartment even though all payments have been received by the Promoter. The Promoter shall have the first lien and charge on the Apartment for all its dues that may/become due and payable by the Applicant to the Promoter.
- iii. **BOOKING AMOUNT/EARNEST MONEY:** The Applicant agrees that the Promoter shall treat 10% of the basic sale price for the Unit as Booking Amount/Earnest Money [hereinafter referred to as the "**BOOKING AMOUNT/EARNEST MONEY**"] to ensure fulfillment, by the Applicant, of all the terms and conditions as contained in the Letter of Allotment/Agreement for Sale/Sub-Lease. It is stated for the sake of abundant clarity that the Booking Amount/Earnest Money constitutes a part of the Consideration.
- iv. The Indenture of Conveyance with respect to the Apartment shall be executed on the Carpet Area basis. It is admitted, acknowledged and agreed by the Applicant that all rights to carry out further construction in case of any change in the Floor Area Ratio (FAR) and the rights with respect to club, swimming pool, open spaces, parks, parking space (excepting what has been allotted herein) or toilets, public amenities, and other facilities and amenities shall be in the sole ownership of the Promoter who shall have the authority to charge membership for such facilities and dispose off any of the assets whatever stated hereinabove.
- v. The Applicant acknowledges that the Promoter shall be the sole owner of the areas declared as independent under the provisions of the UP Apartment Act, 2010 and the rules made thereunder, parking, facilities, recreational, and commercial area, amenities and buildings outside the land beneath the building within which the Apartment is located and the Promoter shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to anyone in any manner at its sole discretion and the Applicant shall have no claim whatsoever of any nature therein. In this regard, the Applicant agrees that the Promoter has unlimited and unfettered right to develop the independent areas, limited common areas, common areas, parking, facilities, recreational, commercial area and that the Applicant undertakes that he will not interfere with the rights and obligations of the Promoter to develop, maintain and monetize the independent areas and demarcated areas for parking, facilities, recreational, commercial area as part of the overall and wholistic development of the Project.

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- vi. The Applicant acknowledges that the Plans and Specifications of the Project/Apartment, which have been shared with the Applicant are only tentative and proposed plans. The Applicant accepts that the promoter may make such minor additions or alterations in the Plans, Area, attached Terrace Area (if any), Specifications etc. as may be necessary due to architectural and structural reasons duly recommended and verified by authorized architect or engineer or as deemed fit by the Promoter for the reasons of overall betterment of the Project and/or the Apartment, or by or pursuant to requirements of a Governmental Authority. The said variations, deletions, additions, alternations may involve changes, including dimensions and/or Area of the Apartment and the attached Terrace Area (if any), the permissible FAR with respect to the Project, the undivided interest of the Applicant in the common area of the Project and the Applicant hereby gives his consent to such variations, additions, deletions, alterations and modifications as aforesaid [hereinafter referred to as the "Permitted Alterations"]. However, no request to make any changes whatsoever in the Apartment from the Applicant shall be entertained. If there is any reduction in the Carpet Area then the Promoter shall refund the excess money paid by the Allottee(s) within 45 (forty-five) days with annual interest at the rate prescribed in the UP RERA Rules, from the date when such excess amount was paid by the Allottee(s) or adjust the same from the Total Sale Price, as mutually agreed. If there is any increase in the Carpet Area, which is not more than 3 (three) percent of the Carpet Area of the Apartment, allotted to Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in Total Sale Price/Payment Plan given in this Application Form and/or the Allotment Letter/Agreement for Sale/Sub-Lease.
- vii. The Applicant agrees that in case during the course of construction and/or after completion of the Project, further construction on any portion of the Said Land or Project or on the terrace becomes possible, the Promoter shall have the exclusive right to take up or complete such further construction as belonging to the Promoter notwithstanding the designation and allotment of any common areas as limited common areas or otherwise. It is agreed that in such a situation the proportionate share of the Applicant, in the common areas and services and limited common areas and services, shall stand changed accordingly. The Applicant hereby consents to provide his NOC with respect to the same.
- viii. **INTENDED/PERMISSIBLE USE OF THE UNIT:** The intended/permissible use of the Unit is residential and it cannot be used for any commercial and/or industrial purpose. The Applicant hereby agrees that he shall use and/or allow the Apartment to be used for residential purpose only.
- ix. **LOAN BY THE ALLOTTEE(S):** The Applicant may obtain finance from any financial institution/bank or any other source for purchase/allotment of the Apartment, the Promoter shall facilitate the process only subject to the following –
- a. The Applicant's obligation to purchase the Apartment pursuant to the Letter of Allotment/Agreement for Sale/Sub-Lease shall not be contingent on the Applicant's ability or competency to obtain such financing and the Applicant will remain bound under the Letter of Allotment/Agreement for Sale/Sub-Lease. Further, if any bank/financial institution refuses/makes delay in granting financial

assistance and/or disbursement of loan on any ground(s), then the Applicant shall not make such refusal/delay an excuse for non-payment of any hereinabove detailed instalments/dues to the Promoter. Further, in case the Applicant fails to repay the loan amount to the bank/financial institution or fails to comply with any terms and conditions of the loan/financing agreement entered into with such bank/financial institution, then the bank/financial institution may enforce the security by the sale of the Apartment and the Promoter may accept the purchaser of the Apartment in place of the Applicant, after the purchaser complies with the necessary formalities of the Promoter in this respect. The amount standing to the credit in the account of the Applicant after forfeiting the amount as per the terms contained herein will be transferred to the account of the purchaser. Further, in case the bank/financial institution asks the Promoter to cancel the booking of Apartment and call for repayment of outstanding loan amount, then the Promoter may cancel the booking and after forfeiting the amount as per the terms contained herein, pay the balance amount to the bank/financial institution against outstanding loan amount for and on behalf of the Applicant.

- b. That the terms of the financing agency/bank shall exclusively be binding and applicable upon the Applicant alone
- x. The Applicant shall abide by all laws as applicable to the Apartment/Project including inter-alia all regulations, bye-laws, directions and guidelines framed/issued thereunder of the concerned Municipal/Development Authority. He shall comply with and carry out from time to time, after he has been put in possession or deemed possession of the Unit, all the requirements, requisition, usages, demands and repairs as may be and as are required to be complied with by the concerned Municipal Authority or any other competent Authority in respect of the Apartment and the Said Land at his own cost and shall keep the Promoter indemnified, secured and harmless against all costs, consequences and damages, arising on account of non-compliance with the said requirements, requisitions and demands.
- xi. The Applicant shall sign all such applications, papers and documents and do all such acts, deeds and things as the Promoter may reasonably require for safe guarding the interest of the present booking/allotment or for securing the interests of the Applicant and/or itself, as the case may be.
- xii. The Applicant shall not create any encumbrance, charge or lien on any rights, accruing to him under the Letter of Allotment/Agreement for Sale/Sub-Lease without prior written permission from the Promoter.
- xiii. The Applicant undertakes that, he shall become member of the association/society of the apartment owners in the Project, as may be formed with respect to the Project in terms of Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (hereinafter "Association") and shall pay the fees, subscription charges thereof and shall also complete such documentation and formalities, as may be required by the Promoter/Association for this purpose, as and when the Association is formed. The use of the Apartment shall be subject to strict compliance of the rules and regulations that may be formed by the said Association, in addition to the terms and conditions contained herein.
- xiv. The Applicant hereby covenants with the Promoter to pay the amounts which he is liable to pay as per the Application and/or as may be specified in the Letter of

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- Allotment/Agreement for Sale/Sub-Lease and to observe and perform all the covenants and conditions contained herein/therein, and to keep the Promoter and its representatives, estate and effects, indemnified and harmless to the fullest extent from and against all and any actions, suits, claims, proceedings, costs, damages, judgments/orders, amounts paid in settlement and expenses (including without limitation to the attorney's fees and disbursements, and reasonable out of pocket expenses) relating to or arising out of:
- i. any inaccuracy in or breach of the representations, warranties, covenants or agreements made by the Applicant herein;
  - ii. any other conduct by the Applicant or any of his representatives as a result of which, in whole or in part, the Promoter or any of its representatives are made a party to, or otherwise incurs any loss or damage pursuant to any action, suit, claim or proceeding arising out of or relating to such conduct;
  - iii. any action undertaken by the Applicant, or any failure to act by the Applicant when such action or failure to act is a breach of the terms and conditions herein;
  - iv. any action or proceedings taken against the Promoter in connection with any such contravention or alleged contravention by the Applicant.
- xv. Only the common area and services shall be handed over to the Association of the apartment owners in the Project complex. Any area demarcated to be Limited Common Area shall be owned by the Applicants/Allottee(s) to whom the said areas are allotted for exclusive use and any area demarcated to be Independent Area shall be owned by the Promoter. Any such Limited Common Area and Independent Area shall not be handed over to the Association of the Apartment Owners.
- xvi. **FORCE MAJEURE EVENTS:** If completion of the Apartment/Project is delayed by reason of a court decision, non-availability or scarcity of steel and/or cement and/or other building materials and/or water supply and/or electric power and/or slow down strike, sudden economic downturn and/or due to a dispute with the construction agency employed by the Promoter, lock out or civil commotion or any militant action or by reason of war, or enemy action, or earthquake or any act of God or if non-delivery of possession is as a result of any law or as a result of any restrictions imposed by a Governmental Authority or delay in the sanction of building/zoning plans/grant of completion/occupation certificate by any Governmental Authority or for any other reason or action beyond the control of the Promoter (all such events referred to as "**FORCE MAJEURE EVENTS**" herein and each individual event referred to as a "**FORCE MAJEURE EVENT**"), the Promoter shall be entitled to a reasonable extension of time for delivery of possession and the proposed date of delivery of possession shall stand extended automatically. In any of the above circumstances, the Applicant shall not be entitled to claim compensation of any nature whatsoever for the period of delay of the scheme.
- xvii. The time consumed by the occurrences of Force Majeure Events shall be excluded while computing the time for the delivery of possession of the said Apartment for the purposes of delay. The compensation shall be payable only for the period of delay beyond the grace period of 6 months. Any such compensation as mentioned hereinabove shall be payable by the Promoter to the Allottee(s) only after the Indenture of Conveyance has been executed /registered, payment of Consideration and the payment of all other charges as detailed herein.

For Promoter's Authorised Signatory



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- xviii. In the event that a Force Majeure Event occurs, the Promoter has the right to alter the terms and conditions of allotment contained herein or if the Force Majeure Events so warrant, the Promoter may suspend the performance of its obligations for such period as it may consider expedient and no such suspension shall constitute a breach of the obligations of the Promoter herein.
- xix. The Applicant shall, after taking possession or deemed possession of the Apartment, as the case may be, or at any time thereafter, have no objection to the Promoter undertaking construction of or continuing with the construction of the Project or other building(s) adjoining the building within which the Apartment is located.
- xx. **EXTENSION OF THE DATE OF DELIVERY:** It is hereby clarified that the total construction period as may be stipulated in the Letter of Allotment/Agreement for Sale/Lease shall stand automatically extended, without any further act or deed on the part of the Promoter, by the period during which a Force Majeure Event occurs. Provided that the Promoter shall be the sole judge of the existence of a Force Majeure Event, however that judgment shall not be unreasonably exercised.
- xxi. The Applicant shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress over or in respect of the open spaces and all or any of the common areas/facilities etc. in the Said Land and all this shall remain property of the Promoter. The Promoter can, as per applicable laws, transfer and assign the common area/facilities to a govt. body or association of apartment owners. The Applicant shall not be entitled to claim any separate exclusive demarcation or partition or right to use any of the common areas/facilities and to any area which is not specifically sold, allotted or transferred to the Applicant.
- xxii. The Applicant hereby covenant with the Promoter that from the date of offer of possession or deemed possession, as provided hereinbefore, he shall, at his own cost, keep the Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenable condition, repair and maintain the same properly and ensure that the safety of the structure of the Project is in no way damaged or jeopardized.
- xxiii. The Promoter will permit, the Applicant to carry out interior works after taking over possession of the Apartment to be carried out in such a manner so as not to cause any undue nuisance, annoyance or disturbance to the other occupants of the Project. It is made clear to the Applicant that the interior fitouts/works shall be allowed to be carried out during the normal working hours i.e. between 09.00 AM to 6.00 PM on all working days and no interior fitouts/works shall be carried out on Saturdays, Sundays and public holidays. The Applicant further understands that such interior fitouts/works in the Apartment shall not cause any damage to the Project and the existing structure/systems installed by Promoter in the Project and the internal air-conditioning, electrical systems, plumbing, firefighting system and any other structural/finishing work done internally within the Apartment by the Applicant shall not pose any fire, electrical, structural, pollution and health hazards to other occupants of the Project complex and in the event any such damage or hazard is caused, the Applicant shall fully reimburse the Promoter the costs of rectification thereof.
- xxiv. **LIABILITY OF THE PROMOTER IN THE FIXTURE AND FITTING IN THE UNIT:** The Promoter shall be responsible for a maximum period of 6 (Six) months from the offer/notice of possession or physical possession, whichever is

For Project Manager



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- earlier, for any deficiency if observed and reported by the Applicant in the fixtures and fittings provided in the Apartment and the Promoter shall rectify the deficiency so reported. However, if the deficiency is caused due to any fault of a third party manufacturer/ vendor or the Applicant or due to any fixture which has been affixed by the Applicant or his agent, then he shall not hold the Promoter responsible and/or the Promoter shall not be liable for the same.
- xxv. The Promoter shall be responsible for providing internal services within the peripheral limits of the Project, which inter-alia include (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of internal electric lines and rain water harvesting. However, it is understood that, external or peripheral services, such as, water, sewer, storm water drains, road, horticulture etc. shall not be the responsibilities of the Promoter and they shall be as provided by the Government or the concerned Local Authority.
- xxvi. The Applicant after taking possession of the Apartment or receiving deemed possession, shall have no claim against the Promoter in respect of any item or work in the Apartment, which may be said not to have been carried out or completed or for non-compliance of any designs, specifications, building material or for any other reason whatsoever.
- xxvii. In addition to the built-up area, the Applicant, if and as mentioned in the Letter of Allotment/Agreement for Sale/Sub-Lease, may get exclusive usage rights to certain areas attached with the Apartment but no construction, either permanent or temporary, shall be allowed in such areas. The maintenance of these areas shall be the exclusive responsibility of the Applicant.
- xxviii. It is admitted, acknowledged and so agreed by the Applicant that the Applicant shall, under no circumstances be allowed to carry out any change whatsoever in the elevations and/or outer colour scheme of the Apartment or make any such additions/alterations in the Apartment that affect the structural stability of the building in which the Apartment is located. This provision shall be applicable even after handing over of the physical possession and execution/registration of Indenture of Conveyance. In case of non-compliance of this provision by the Applicant the Promoter shall be at liberty to restore the original elevations and/or outer colour scheme without any further notice to the Applicant. Such restoration of original elevations and/or colour schemes shall be got done at the cost and risk of the Applicant and the cost shall include all formal and informal charges.
- xxix. The Applicant shall not do any work which would be prejudicial to the soundness or safety of the Apartment/Project or reduce the value thereof or impair any easement or hereditament or shall add any material structure or excavate any additional basement or cellar or alter the external facade without first obtaining the consent of the Promoter and all Applicants of other units in the Project.
- xxx. All natural products such as tiles, marble stones and timber etc. used in the Apartment may have variations in texture, colour and behaviour and may have surface cracks for which the Promoter shall not be held responsible.
- xxxi. The Applicant agrees that he will use the Apartment for the permissible/intended purpose alone and not for any other purpose which may or likely to cause nuisance or annoyance to the owners/occupants of other apartments in the Project or to crowd the passages to use it for any illegal or immoral purpose. The Applicant shall not do or

cause to be done anything in or about the Apartment which tend to cause damage to any flooring or ceiling of any apartment over or below or adjacent to the Apartment or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.

- xxxii. The Applicant shall be responsible for any damage to any equipment in the Project e.g. lifts, fire- fighting equipments, motor panels, water pumps or any other items if it occurs due to his malfunctioning or willful act or negligence.
- xxxiii. The Allottee(s) agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format with the Promoter/the Association of Apartment Owners/the maintenance agency as appointed for maintenance and upkeep of the Project. Execution of the maintenance agreement and payment of IFMS deposit shall be a condition precedent for handing over possession of the Apartment by the Promoter and also for executing the conveyance/sub-lease deed of the Apartment.
- xxxiv. In addition to the rights of the Association of Apartment Owners/Promoter/maintenance agency for unrestricted access of all Common Areas for providing maintenance services, the Allottee(s) agrees to permit the Promoter or the maintenance agency or their authorised personnel/workers to enter into the Apartment or any part thereof, after due notice during the normal working hours to inspect the Apartment and/or to carry out any repair work relating to construction/development that may be impacting the Apartment or the adjoining apartments or the Building/the Common Areas. The Allottee(s) agrees and undertakes that either itself or through the Association of Apartment Owners, he shall not carry out any unauthorised maintenance or usage of common areas.
- xxxv. Upon timely and due payment of common area maintenance charges, the Applicant shall have the right to use the common services/facilities. However, it is clarified for the purposes of abundant clarity that the Applicant shall not have the right to use the common services/facilities till possession of the Apartment has been taken by the Applicant.
- xxxvi. **MAINTENANCE OF THE APARTMENT:** The maintenance of the Apartment including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the Applicant from the date of possession. Provide further that the Applicant will neither himself do nor permit anything to be done which may damage any part of the building, the staircases, shafts, common passages, adjacent units etc, or violate the rules or bye-laws of any Government/Local Authority or the Maintenance Agency.
- xxxvii. All common electricity, water charges and power backup charges for running all the common services shall be paid by the Applicant on equal basis in addition to the maintenance charges.
- xxxviii. **REPLACEMENT/CONTINGENCY/SINKING FUND:** The Applicant may be required to pay a monthly contribution (to be decided later) for creating a replacement/sinking fund. As and when any plant and/or machinery installed within the Project including but not limited to generating sets, firefighting arrangements, electric sub-station, pumps, or any other plant/equipment of capital nature etc. require replacement and/or up-gradation, the cost thereof shall be met out of the replacement/sinking fund so created. In case the sum available in the said fund falls

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insufficient to meet the requirement of the occasion, the Applicant shall be required to pay his additional proportionate share to meet the cost of the same. The Promoter or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up-gradation, addition etc. Including its timing and/or the cost thereof and the Applicant agrees to abide by the same.

- xxxix. The Promoter shall be entitled to construct and/or install such other things as may be required for the operation and maintenance of the Project including but not limited to sidewalks, pavements, sewers, water mains and other local improvements, as may from time to time be deemed necessary by the Promoter and/or the Maintenance Agency.
- xl. Security arrangements are proposed to be provided in the Project. The Promoter/Maintenance Agency shall have a free hand to restrict the entry of outsiders into the Project. The provision of such security would not create any liability of any kind on the Promoter or the Maintenance Agency for any mishap resulting at the hands of any miscreants.
- xli. **ELECTRICITY SUPPLY, CHARGES FOR CONNECTION AND DISTRIBUTION SYSTEM:** The electric supply in the Project shall be made available either from a single point bulk electric connection obtained by the Promoter through prepaid distribution system. A separate agreement shall be entered into between the parties in this respect at the relevant time OR the electricity supply to apartments in the Project shall be available through multipoint electricity connections to be obtained by the Applicant/Allottee(s) of the respective apartment owners for their respective units from the electricity department by paying the requisite charges/fees to the department directly and complying with other formalities of the department. The Promoter shall provide the electricity line to the point where the electricity meter for the Apartment can be installed by the department. In this mode of supply, the electricity supply for the common services shall be through a single electricity connection to be obtained by the Promoter. The Applicant shall be liable to pay his share for the cost of electricity connection for common services/areas and the monthly charges incurred towards running the common services on pro-rata basis.
- xlii. The Power Back through DG Supply is proposed to be provided in the Project. The Applicant shall be required to mandatorily obtain minimum DG load of 1 (one) KVA for his Apartment by paying the requisite charges. The periodical fixed and consumption charge of DG power shall be payable by the Applicant as per the agreed rates regularly in addition to the Common Area Maintenance Charges.
- xliii. The Promoter/Maintenance Agency shall be entitled to access to the Apartment at such time as fixed by the Promoter/Maintenance Agency for the purpose of carrying out general repair and service of any common areas and services and equipment including but not restricted to pipes, cables, drains etc. passing through the walls, flooring and ceiling of the Apartment and for that purpose to remove, break or dismantle the walls, floor, ceiling or any covering thereon as may be considered necessary for the purpose of carrying out the desired activity. Provided, however, the Promoter/Maintenance Agency shall endeavour to restore the walls/floor if broken/dismantled to its original.

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- xliv. **RECREATIONAL CLUB/FACILITIES:** The recreational club with gymnasium and health club (hereinafter referred to as the "Recreational Facilities"), are proposed to be provided in the Project.
- xlv. The Applicant authorises the Promoter to formulate, at the Promoter's sole discretion, appropriate management structure and policies, rules and regulations for the said Recreational Facilities and upon intimation of the formalities to be complied with by the Promoter, the Applicant undertakes to fulfill the same. It is understood that the Recreational Facilities usage shall be limited to only the occupants of the Project complex and the Promoter may make suitable provision of covenants to this effect in the necessary documents (including but not limited to the Indenture of Conveyance), which the Applicant undertakes to faithfully comply with without raising any objections.
- xlvi. On the Recreational Facilities becoming functional, keeping in view the general requirement of the residents/members, the quantum of facilities available and other incidental factors affecting running and maintenance, the Applicant shall pay charges as prescribed from time to time and also abide by the rules and regulations formulated by the Promoter/Maintenance Agency for proper management of the said facilities. The charges for maintenance of the Recreational Facilities shall be payable by the Applicant additionally.
- xlvii. The Recreational Facilities shall be managed by the Promoter and/or the Maintenance Agency and the Applicant shall in no manner interfere in the same. In all cases, the ownership of these facilities, the equipments, building and construction and right in the land underneath shall continue to vest in the Promoter irrespective of the fact that its management is with the Promoter or its nominee or a third agency appointed for the purpose. The Applicant shall be entitled to avail these facilities as per regulations/rules made in this regard. The Promoter shall not provide any additional space for holding meetings by the Applicants or for any other activities whatsoever.
- xlviii. **INSURANCE:** That the structure of the Project may be got insured against fire, earthquake, floods, riots and civil commotion, militant action etc. by the Promoter or the Maintenance Agency on behalf of the Applicant. The cost of insuring the Project structure shall be demanded/recovered from the flat buyers in the Project and the Applicant hereby agrees to pay his proportionate share. The Applicant shall not do or permit to be done any act or thing which may render void or voidable insurance of any unit or any part of the Project or cause increased premium to be payable in respect thereof and in any such event Applicant shall be solely responsible and liable for the same. However, the contents inside the Unit will be separately insured by the Applicant at his own cost.
- xlix. In case of any natural calamity or any other adverse situation of any kind after possession of the Unit, the Promoter shall in no way be responsible for any of the losses/damages of any kind. The Applicant however be entitled to his proportionate share in the Said Land as described hereinabove.
- L. The Indenture of Conveyance with respect to the Apartment shall be executed in favour of the Applicant by the Promoter after the entire payment of dues in respect of the Apartment are cleared by the Applicant, along with documentation expenses, cost of stamp duty, registration fees and all other incidental/informal expenses and on





- receipt of the necessary NOC from the financing institution, if the Applicant has availed loan against allotment of the Apartment.
- ii. **GST, CESS, PROPERTY TAX ETC.:** The Applicant agrees to pay promptly in addition to the Consideration, the applicable GST, Cess etc. levied/to be levied by the Government on services undertaken/to be undertaken by the Promoter while constructing or developing the Apartment/Project. The Applicant further agrees to pay directly or if paid by the Promoter then reimburse to the Promoter on demand any Govt. levies, Property Taxes, other charges etc. leviable in future on the Said Land and/or the Project developed/constructed on the Said Land, as the case may be, as assessable/applicable in respect of the Apartment and the same shall be borne and paid by the Applicant in proportion to the area of the Apartment to the area of all the apartments as determined by the Promoter. If such charges are increased/made applicable (with retrospective effect) after the Indenture of Conveyance has been executed then such charges shall be treated as unpaid Consideration of the Apartment and the Promoter shall have the first charge/lien on the Apartment for recovery of such charges from the Applicant. Further, any additional expenses borne by the Promoter for any reason for providing external services etc. shall also be payable by the Applicant upon written intimation by the Promoter to the Applicant of the same. The Applicant shall make prompt and due payment of such additional sums within 15 days of such demand by the Promoter.
- iii. **PARKING LOT:** The car parking lot shall be made available in the lower and/or the upper basement. The Cars/Scooters/Two Wheelers/Cycles will be parked within the same parking lot allotted to the Applicant. A separate agreement for the allotment of the Covered Car Parking Lot will be executed between the parties at the time of possession of the Apartment. For security reasons no car/vehicle shall be allowed inside the Project except those which bears a valid reserved car parking sticker. If any vehicle is found parked unauthorizedly the Promoter/Maintenance Agency reserves the right to get it removed from the premises and shall not be responsible for losses and damages, if any.
- iii. **ASSIGNMENT/TRANSFER OF ALLOTMENT:** That the Applicant is not entitled to get the name(s) of his nominee(s) substituted in his place. The Promoter may however, in its discretion, permit such substitution, on such terms and conditions including payment of administrative cost or other costs as it may deem fit. Any change in name (including addition/deletion) of the Applicant shall be deemed as substitution for this purpose. In case of transfer/assignment of the allotment, a fee of 3% (three percent) of the total sale price as prevailing at the time of desired transfer shall be payable by the Applicant. Transfer of allotment/ownership shall however, may be permitted only after 24 Months (Twenty Four Months) of the allotment and even thereafter it shall always be subject to the promoter company's policies adopted from time to time and on the entire discretion of the Promoter. The proposed transferee shall be bound by these terms and conditions of allotment and/or any changes/amendments therein and shall furnish an undertaking to that effect.
- iv. If, after execution of the Indenture of Conveyance in his favour, the Applicant decides to sell the Apartment to a third person, the Applicant shall ensure that such subsequent purchaser of the Apartment executes an undertaking in the form and manner as provided in Form B under Uttar Pradesh Apartment (Promotion of

Construction, Ownership and Maintenance) Act, 2010 and the same is submitted with the Promoter prior to conveyance of the Unit by the Applicant in favour of the subsequent purchaser.

- iv. **REGISTRATION OF THE AGREEMENT FOR SALE/SUB-LEASE:** The Applicant binds himself and agrees to have the Agreement for Sale/Sub-Lease registered through the Promoter in his favour within 30 days of its execution at his cost and expenses and keep the Promoter fully absolved and indemnified in this respect.
- vi. Any delay or indulgence by the Promoter in enforcing the terms contained herein and/or in the Letter of Allotment/Agreement for Sale/Sub-Lease or any forbearance or giving of time to the Applicant shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of the Letter of Allotment/Agreement for Sale/Sub-Lease by the Applicant nor shall the same in any manner prejudice the rights of the Promoter. No waiver of any provision hereof shall be effective or binding unless made in writing and signed by the Promoter.
- vii. In consequence of the Promoter abandoning the Project, the Promoter's liability shall be limited only to the refund of the amount paid by the Applicant, without any liability whatsoever with regard to interest, damages or compensation of any sort.
- viii. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Applicant and such third party shall not have right in the application/allotment of the Apartment. The Promoter shall issue receipts for payment in favour of the Applicant only.
- lix. It is agreed that the Promoter shall be liable to compensate or to pay interest for delay in delivery of the Apartment for the period of delay beyond the agreed grace period of 6 (six) months for completing construction after the date of offer of possession.
21. **BINDING EFFECT:** Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on part of the Promoter or the Allottee(s) until: (1) the Allottee(s) 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(s) and (2) appears for registration of the same before the concerned Sub-Registrar as and as when intimated by the Promoter. If the Allottee(s) defaults, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the Booking Amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.
- Provided that, if there is non-compliance or delay in registration of this Agreement for reasons not attributable to the Promoter, this Agreement shall create a binding obligation on the Parties on compliance of condition (1) above.
22. **ENTIRE AGREEMENT:** This Agreement, along with its schedules and the Apartment Booking Application constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/Building, as the case may be.

For Promoter/Resident, ...



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23. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.

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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Apartment/Plot, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. **WAIVER NOT A LIMITATION TO ENFORCE:**

- i. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive a breach by the Allottee(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee(s).
- ii. Failure on 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 under other Applicable Laws, such provisions of this 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 the Act or the Applicable Laws, 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(s) has to make any payment, in common with other Allottee(s)/purchasers/occupiers in the Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project.

28. **FURTHER ASSURANCES:** Both the Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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 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

Signature  
Authorized Signatory

Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s) in Uttar Pradesh. After the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the Agreement shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Ghaziabad, Uttar Pradesh.

**30. NOTICES:**

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

**To the Allottee(s):**

Name of Allottee: -----

Postal Address:-----

E-mail address:-----

**To the Promoter:**

M/s Prateek Realtors India Pvt. Ltd.

Prateek Pro-Menage, A-42, Sector-67,

Noida, Gautam Budh Nagar, Uttar Pradesh

- ii. It shall be the duty of the Allottee(s) 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(s), as the case may be.
31. **JOINT ALLOTTEE(S):** In case there are Joint Allottee(s), all communications shall be sent by the Promoter to the Allottee(s) 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 Allottee(s).
32. **OTHER TERMS:** In addition to the rights, entitlements, powers, authorities and discretions of the Promoter and the information and disclosures referred to, contained and made elsewhere in this Agreement, the Promoter has informed, and made the Allottee(s) aware, of the following matters and the Allottee(s) agrees to and accepts the same, inter-alia, on the basis and strength of which the Promoter has entered into this Agreement:
- i. The Promoter has the right, in the Promoter's discretion, to receive, collect to itself, appropriate, apply and utilize the entire sale consideration/Total Price received from the Allottee(s)/purchasers of the premises in the Project;
- ii. The Project is, and shall be, undertaken and implemented, by the Promoter in the manner it may deems fit and with an entitlement to develop the entire development potential, in its discretion, on or before Project Completion subject to Force Majure Events. No persons or parties, including Allottee(s) and the Association of Apartment Owners, shall interfere, obstruct or in any manner deal with any matters relating to the Project;
- iii. The Promoter shall take all necessary steps and invoke remedies available to it in case of any impediments on the Said Land/ Project because of any issues which emerge in the jurisdiction of the Said Land or part thereof as whole;

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- iv. Governmental Authority has set out, and may set out, any terms, conditions and restrictions which may apply to and have to be complied with, by the Promoter and/or the purchasers and Allottee(s) of the Premises in the Project;
- v. The Promoter shall be entitled in its discretion as it deems fit to allocate and distribute all vehicle parking spaces in respect of the Project.

**33. OTHER RIGHTS & POWERS OF THE PROMOTER:**

- i. The Promoter has availed of and/or may avail financial assistance, including any construction/corporate loans, infrastructure loans, from bank(s), financial institution(s) and/or person(s) against security of any part of the Said Land and/or in respect of the Project, or any part thereof, or any receivables, which have been, or may be mortgaged, or charged to such bank(s) and/or financial institution(s) and/or other person(s) as security for repayment of the financial assistance taken from them. As part of any such arrangement by the Promoter, all or any of the responsibilities and/or obligations and rights of the Promoter under this Agreement may be transferred to any other persons in compliance with the provisions of RERA. The Promoter agrees that simultaneously with or before the registration of the Conveyance Deed, the Promoter shall obtain a letter releasing mortgage of charge of such bank(s) and/or financial institution(s) and/or person(s) over the Apartment alone, enabling the Promoter to complete the allotment to the Allottee(s), free of the same
- ii. The Promoter shall not be liable to bear or pay any contributions, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums or any other accounts, charges or liabilities whatsoever to the Association of Apartment Owners to be formed in respect of the Project, as the case may be, in respect of any unsold/unallotted Premises.
- iii. The Promoter and/or its affiliates shall in its discretion, control and placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon and in the Project and/or any part thereof till such time the Project is completed/sold and Common Areas are handed over in favour of the Association of the Apartment Owners to be formed in respect of the Project. Further, the Promoter and/or its affiliates shall have full complete and unrestricted access to such hoardings and signage. Without prejudice to the generality of the foregoing provisions, the Promoter and/or its affiliates shall have full rights in its/their discretion, to install its/their names and any other intellectual property of the Promoter at one or more places or in or upon the Said Land and/or upon the Project and/or any Common Areas and/or any Limited Common Areas & Amenities and/or at the entrances and exists thereof. The Promoter and its affiliates have, shall and reserve to themselves full and free right of way and means and access to such places for the purpose of installing, maintaining and replacing such hoardings and signage.
- iv. The Promoter shall have right, in its discretion to promote, manage and undertake all public events (including sales events etc.) held in or upon any Limited Common Areas & Amenities and/or Common Areas up-to the Project Completion/sold and to apply the net revenues generated therefrom towards costs incurred by the Promoter in undertaking its diverse obligations in relation to the Project.

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**34. ADDITIONAL COVENANTS AND OBLIGATIONS OF THE ALLOTTEE(S):**

- i. The Allottee(s) is/are fully and completely informed and is/are aware that all Informative Materials and/or all matters related or incidental thereto, have been and always will be merely for the sake of convenience, whereby the terms, conditions and provisions of this Agreement shall solely and exclusively apply and control.
- ii. The show/sample apartment/unit including all furniture, items, electronic goods, amenities etc., if any, are only for representational purposes for depicting lifestyle and illustrating a possible option of the design and layout of the apartment/unit. The Promoter is not liable or obligated to provide the Apartment as per show/sample apartment/unit with furniture, items, electronic goods, amenities etc. therein. What the Promoter is under an obligation to deliver to the Allottee(s) under this Agreement, is only the Apartment as per the specifications and facilities agreed herein.
- iii. On and after the Date of Offer of Possession, the Allottee(s) shall: (a) use the Apartment and permit the Apartment to be used only for residential purpose, and (b) use the Parking Space(s) and permit the same to be used, solely for parking the Allottee(s)'s own two wheeler/four wheeler (light motor) vehicles only.
- iv. The Allottee(s), with the intention to bind all persons in whosever's hands the Apartment may come, hereby understands, agrees, confirms, undertakes and covenants with the Promoter:
  - a. to submit plans and specifications in respect of permissible alterations to the Apartment and only after obtaining Promoter's prior written approval in respect thereof to make such alterations;
  - b. to rectify and make good any unauthorised and/or unlawful alterations and/or damage thereto within 7 (seven) days from the date of receipt of a written notice from the Promoter and/or from any Governmental Authorities, in that regard;
  - c. to bear and pay all increases in the Taxes, as well as all water charges, insurance premia and other levies, imposed on account of any change permitted (as provided herein) to be made in the user of the Apartment by the Allottee(s);
  - d. to observe, perform and comply with the terms, conditions and covenants of the Transfer Deed (as and when executed), the rules and bye-laws imposed by UPAVP and all other rules, regulations and bye-laws which the Promoter and/or any Governmental Authorities may specify and those which the Association of Apartment Owners (as and when formed and registered by the Promoter in respect of the Project), as the case may be, may adopt or frame at its/their inception, and any modification thereof, from time to time;
  - e. not to let, sub-let, transfer, assign or part with any interest or benefit under this Agreement or part with the possession of the Apartment (if the Date of Offer of Possession has occurred and the Allottee(s) has taken possession of the Apartment in terms and in accordance with this Agreement) until the Allottee(s) has complied with all his obligations under this agreement;
  - f. that he shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners regarding the maintenance, repair, management and administration of the Project/Apartment and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;





- g. to contribute his share of expenses towards painting, repairs, waterproofing, refurbishment and structural audits and fire audits (including fire safety audits) of the Project and the Common Areas at such intervals as may be stipulated by the Promoter and/or the Association of the Apartment Owners and/or the designated maintenance agency;
- h. that on and after the Allottee(s) is permitted to enter upon the Apartment, after the Date of Offer of Possession in terms of Article 7, to make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the Apartment. In case such debris is not removed by the Allottee(s), the Allottee(s) shall pay/reimburse to the Promoter, the cost incurred in the removal of such debris;
- i. that availability of electricity and/or water to the said Apartment are and shall be dependent upon the concerned supplier/provider/authority thereof;
- j. not to store in the Apartment any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of the Project, or the storing of which goods, objects or material is objected to or prohibited by the Promoter and/or the PMC, and/or any Governmental Authorities, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or may be likely to damage the lifts or the entrances, staircases, common passages or any other structure or other part of the Project and to be liable for all damage that may be caused thereto by the Allottee(s);
- k. that the wet and dry garbage generated in and from the said Apartment shall be separated by the Allottee(s) and the wet garbage generated in and from the Project shall be treated separately by the Association of the Apartment Owners of the Project;
- l. not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the compound or any portion of the Project and/or the Common Areas other than the place designated for the purpose, if any;
- m. that not without the prior written permission of the Promoter, and/or the maintenance agency, and discretion shall always be with the Promoter and/or the maintenance agency, to permit or not to permit:
  - i. to carry out or undertake any painting, decoration, or other work to the exterior or outside, the Apartment;
  - ii. to affix/install any sign, name or display boards or any hoardings or neon lights in or outside the Project and/or the Common Areas;
  - iii. to cover or enclose in any manner whatsoever, the open terraces, the open balcony/balconies, or other open spaces (if any) forming part of or appurtenant to the Apartment as also the Parking Spaces(s) and/or to affix/install any grills to the windows only as approved by the Promoter to maintain uniformity of grills or safety doors to the main doors of the Apartment;
- n. not to hang clothes, garments or any other thing from the windows or balcony/ies of or appurtenant to the Apartment;
- o. to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Project, and/or any of the Common

- Areas, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Allottee(s);
- p. not to do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the Allottee(s)s, purchasers or occupiers of any other premises in Project or in the Said Land;
  - q. not to demand or claim any partition or division of the Allottee(s)'s ultimate interest as provided herein, in the Project and/or Said Land including the Project Land and/or the Common Areas, or any part thereof, it being expressly agreed, understood and confirmed by the Allottee(s) that his interest therein will, if the allotment and transfer herein is completed, be impartible;
  - r. that the deck, balconies or open spaces (as specified by the Promoter) forming part of, and attached/appurtenant to any of the apartment in the Project are intended for and shall be exclusively used occupied by the respective Allottee(s)s/purchasers of the concerned apartments who shall never be entitled to enclose such open spaces without the prior permission in writing of the Promoter and the Governmental Authorities, and in case such permissions are granted by the Promoter and the Governmental Authorities, the concerned Allottee(s)s/purchasers of such apartment in the Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof;
  - s. that the Allottee(s) shall, if and whenever requested by the Promoter hereafter, and within 15 (fifteen) days of receiving the Promoter's written intimation in this regard, sign, execute and deliver to the Promoter in such form as may be desired by it, any applications, consents, deeds, writings etc. recording the confirmations and consents given in this Agreement, and shall attend the office of the Promoter for this purpose;
  - t. that the Allottee(s) undertakes to pay timely rent and other charges as may be levied by UPAVP upon the Apartment and/or proportionate charges to the Said Land;
  - u. that notwithstanding that the Allottee(s) may contemplate availing or has availed of a loan in respect of purchase of the Apartment, and/or or the Allottee(s) has mortgaged or will mortgage the Apartment with such bank or financial institution (which is to be subject to the issuance by the Promoter's no objection/consent letter to such bank or financial institution) to secure such loan, it shall be the sole and entire responsibility of the Allottee(s) to ensure payment of the Total Price including IFMS deposit, other charges and every part thereof is completed timely, and the Promoter shall never be liable or responsible for repayment of any loan or any part thereof as availed of by the Allottee(s) and/or any such mortgage; and the Allottee(s) agrees to indemnify and keep indemnified and saved harmless the Indemnified Parties of, from and against all claims, costs, charges, expenses, damages, and losses which they or any of them may suffer or incur by reason of any action that such banks/financial institution may initiate in relation to such loan or mortgage. Notwithstanding anything to the contrary herein, the Allottee(s) hereby agrees and undertakes that the Promoter shall always have first lien and charge over the Apartment in respect of, and to

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secure, the Aggregate Payments due and payable by the Allottee(s), and accordingly, without prejudice, the Allottee(s)'s irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Apartment shall always be subject to the Promoter's aforesaid first lien and charge and subject to all the Promoter's rights, powers and entitlements under this Agreement.

- v. that the Allottee(s) has gone through the representations made by the Promoter on the website of the Governmental Authority as required by the Act and shall keep himself updated with all the matters relating to the Project that the Promoter may upload from time to time;
- w. that the Project shall always be called/known by the name "**Prateek Grand Begonia**".
- x. that all the terms, conditions, covenants, stipulations and provisions contained in any agreement(s), undertaking or writings given, or to be given, to the Governmental Authority, and in respect of Approvals, and/or special rights and privileges and building agreement(s) made or executed or to be made or executed in respect of the Premises in the Project, shall be binding upon the Allottee(s) and all the Allottee(s)/purchasers/occupants of premises in the Project;
- y. that the Allottee(s) agrees and undertakes that he shall observe, perform and comply with all rules, regulations and bye-laws and take the requisite training of the measures/procedures as required by the Promoter and/or Association of the Apartment Owners and/or the statutory authorities with respect to safety (including with respect to natural gas safety) of the Project/the Apartment that are to be followed in case of any emergency. Furthermore, the Allottee(s) and the other Allottee(s)/purchasers of the premises in the Project shall ensure that the Association of the Apartment Owners provide all requisite training to its staff/employee(s)/worker(s) that is to be followed with respect to the safety measure/procedures (including with respect to natural gas safety) to be followed in case of any emergency;
- z. that the Allottee(s) irrevocably agrees, confirms and undertake that covenants and obligations herein, on their part and strict observance and performance thereof, are made, given and to be observed and performed both in his personal capacity and as prospective member of the Association of the Apartment Owners.

35. INDEMNITY: The Allottee(s) hereby agrees and undertakes to indemnify and keep indemnified and saved harmless at all times, the Indemnified Parties, and their effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them incur by reason, or as a result of: (a) any failure, breach, default, non-observance, or non-performance, or non-compliance by the Allottee(s) of any of the terms, conditions and/or provisions of this Agreement and/or (b) any accident or injury caused to, or suffered by, the Allottee(s) or his family members, guests, servants, agents, representatives, and any person residing in or occupying or entering upon the Project including any persons visiting the Allottee(s)'s or his family, guests or visitors or staff and all persons claiming through or under or any of them.



**36. GENERAL PROVISIONS:**

- i. **Allottee(s)'s Obligation of Confidentiality:** The Allottee(s) shall, during the subsistence of this Agreement and at all times thereafter, keep strictly confidential all Confidential Information, and shall not, without the prior written permission of the Promoter, which may be granted, or refused, in the Promoter's discretion, disclose, or divulge, directly, or indirectly to any third party, except to the Allottee(s) advisors and officers (subject always to similar duties or confidentiality), any Confidential Information, except where any Confidential Information:
    - a. is required by Applicable Law to be disclosed;
    - b. is required to be disclosed by any Governmental Authority with relevant powers to which the Allottee(s) is subject or submits;
    - c. is or shall (otherwise than by breach or default of this Agreement) be in the public domain;
    - d. is required in connection with any financing which the Allottee(s) may require or has already obtained in terms and in accordance with the Agreement.
  - ii. Without prejudice to the generality of the foregoing provisions, the Allottee(s) agrees and undertakes that no press releases, statements, interviews, publicity, advertisements, notices, disclosures and/or any other publicity, whether in print or digital media (including social media), of or concerning or related to the agreement for allotment and sale herein, and/or any Confidential Information, shall be directly or indirectly issued, given, made, motivated, distributed, generated or disseminated in any manner by the Allottee(s), without the prior written permission of the Promoter, which permission may be refused by the Promoter, in its sole discretion.
37. **SAVINGS:** Any application letter, allotment letter, agreement or any other document signed by the Allottee(s) in respect of the Apartment or Building, as the case may be, prior to the execution and registration of this Agreement for Sale/Lease for such Apartment or Building, as the case may be, shall not be construed to limit the rights and interests of the Allottee(s) under this Agreement for Sale/Lease or under the Act or the Rules or the Regulations made thereunder.
38. **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 including other Applicable Laws of India for the time being in force.
39. For all intents and purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have been modified and read suitably wherever the Allottee(s) is a joint stock company, a firm, any other body corporate or organisation or an association.
40. **DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled, as the case may be, through the Authority or Adjudicating Officer appointed under the Act.

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41. **JURISDICTION** - The Court situated in Ghaziabad, Uttar Pradesh shall have the jurisdiction for all matters arising out of this Agreement.

**IN WITNESS WHEREOF**, the parties hereinabove named have set their respective hands and signed this Agreement for Sale/Lease at Noida, Gautam Budh Nagar, Uttar Pradesh in the presence of attesting witnesses, signing as such on the day first above written.

**SIGNED BY THE WITHIN NAMED PROMOTER:**

Signature (Authorised Signatory)

Affix a Photo

Name:

Address:

**SIGNED BY THE WITHIN NAMED ALLOTTEE:**

(1) Signature

Affix a Photo

Name:

Address:

(2) Signature

Affix a Photo

Name:

Address:

**In the presence of witnesses:**

(1) Signature

Name:

Address:

(2) Signature

Name:

Address:

For Office Use Only / Nil  
  
\_\_\_\_\_  
Authorised Signatory

**SCHEDULE-A**

**Details of the Apartment & Parking Space**

Name of the Allottee	
Flat No.	
Floor	
Tower	
Apartment Type	
Carpet Area (Sq. ft.)	
Balcony (Sq. ft.)	
Built Up Area (Sq. ft.)	
Total Area (Sq. ft.)	
Car Parking (usage rights):- Covered Car Parking; Back to Back (For Two Cars) Mechanical (For Two Cars)	

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SCHEDULE-B

Floor Plan of the Apartment

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**SCHEDULE-C**

**Details of Total Price & Payment Plan**

<b>A. Basic Cost of the Apartment</b>	Rs.
<b>B. Additional Charges</b>	
1. Car Parking 2. Provision of EV Charging FOR EACH PARKING 3. Power Backup (installation Charges ____ KVA 4. Interest Free Maintenance Security 5. Lifetime Club Membership Charges 6. Provision of infrastructure of Electric Meter Connection 7. Fire Fighting and External Electrification Charges	
<b>C. Other Miscellaneous Charges</b>	
1. Water and Sewerage Connection Charges 2. Labour Cess Reimbursement 3. Fiber to Home Charges 4. IGL Security & Infrastructure Deposit 5. Maintenance Charges 6. Club Monthly Charges 7. Documentation Charges	To be intimated at the time of FDL for possession
<b>Total Price (A + B + C)</b>	Rs.

**Payment Plan**

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**SCHEDULE-D****Specifications of the Apartment**

Area	Walls	Floor	Ceiling	Doors	Windows	Sanitary Ware	Electrical
						Fixtures & Fittings	Fixtures & Fittings
Living/Dining	POP Plumbing Work & Oil Bound Distemper	High End Vitrified Tiles	POP Plumbing Work & Oil Bound Distemper	Designer Entry Door of 3'6" / wide and 8 feet Height	Powder Coated Aluminium / UPVC Windows	-	Modular Electric switches
Master Bedroom	POP Plumbing Work & Oil Bound Distemper	Laminated Wooden Flooring	POP Plumbing Work & Oil Bound Distemper	Skin moulded 43anelled door / laminated Flush door	Powder Coated Aluminium / UPVC Windows	-	Modular Electric switches
Bedrooms	POP Plumbing Work & Oil Bound Distemper	High End Vitrified Tiles	POP Plumbing Work & Oil Bound Distemper	Skin moulded 43anelled door / laminated Flush door	Powder Coated Aluminium / UPVC Windows	-	Modular Electric switches
Toilets	Ceramic Tiles cladded upto 7 feet height	Anti Skid Ceramic Tiles	POP Plumbing Work & Oil Bound Distemper	Skin moulded 43anelled door / laminated Flush door	Powder Coated Aluminium / UPVC Windows	Branded Wall hung W.C., Counter Top Wash Basin, CP Fittings	Modular Electric switches
Kitchen	Ceramic tiles cladded upto 2 feet height above Granite counter	High End Vitrified Tiles	POP Plumbing Work & Oil Bound Distemper	-	Powder Coated Aluminium / UPVC Windows	Branded CP fittings with Single Bowl Stainless Steel Sink	Modular Electric switches
Balconies	External Weather Proof Paint	Anti Skid Ceramic Tiles	-	Powder Coated Aluminium door / UPVC door	-	-	Modular Electric switches
Study Room	POP Plumbing Work & Oil Bound Distemper	High End Vitrified Tiles	POP Plumbing Work & Oil Bound Distemper	Skin moulded 43anelled door / Laminated Flush door	Powder Coated Aluminium / UPVC Windows	-	Modular Electric switches

**Note:** The specifications mentioned hereinabove are indicative & subject to change to the equivalent substitutes due to non-availability of the material. There may be colour variation in tiles due to different manufacturing lots.

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