

Date: _____

1. Mr./Ms. _____
S/D/W of Mr. _____
R/o. _____

2. Mr./Ms. _____
S/D/W of Mr. _____
R/o. _____

ALLOTMENT LETTER

Sir/Madam,

This is in furtherance to your application dated _____, whereby you requested us to make allotment of Flat in our Group Housing Project named GSP Divine Homes being developed at GH-A(GH - 6 to G-13), Housing Sector, Talanagri Industrial Area, Ramghat Road, Aligarh, Uttar Pradesh.

Accordingly, a Flat with following details in aforesaid Project has been allotted to you on leasehold basis on the terms and conditions contained in Builder Buyer Agreement.

Flat No.		
Floor No.		
Tower/Block/Building Number		
Carpet Area (in Square Feet)		
Super Area (in Square Feet)		

You have to pay following Consideration for aforesaid Flat

	Head of Charge	:	Consideration (after all discounts, if any)	GST (as per rate prevailing on date of application)	Total
(a)	Sale Price	:			
	Total				

Total Price (in Rupees), (Inclusive of GST at rate prevailing on date of application) after all applicable discounts, if any is Rs. _____ (Rupees _____ only), which is payable by you as per construction linked payment plan.

In case of any change in rate of Tax, the Total Price shall increase/decrease accordingly. Stamp Duty and Registration charges as applicable shall be payable by you at the time of registration of Builder Buyer Agreement as well as conveyance deed/Tri Partite Sub Lease Deed. Transfer Charges and all other charges as may be levied by UPSIDC for granting permission for Sub-Lease of Flat in favour of allottee will be borne by applicant/allottee

Subject to Force Majeure Conditions the Date of Completion of Project as per RERA Registration as well as date of offer of possession of Unit by Promoter is 15.06.2026 [Fifteen June Two Thousand Twenty Six]. In case of extension of time by Real Estate Regulatory Authority for completion of construction, the date mentioned in this clause shall change accordingly extend.

With effect from offer of possession of Flat by the promoter, you shall be responsible to bear and pay reasonable charges to promoter/maintenance agency for providing maintenance services and common facilities in the Group Housing Colony. All Taxes and charges (including service charge) levied by UPSIDC, Government Authorities or Municipal Corporation with effect from date of offer of possession of flat will be payable by flat owners/allottees (including you).

Please note that your Customer ID in our records is _____. Please quote this Customer ID in all your future correspondences.

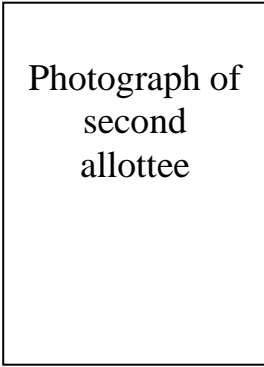
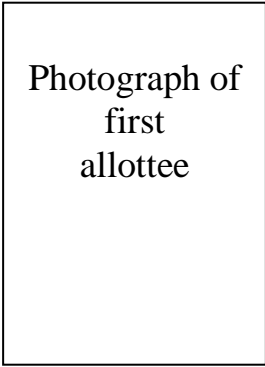
Thanking you,

Yours faithfully,
for M/s. Ozone Promoters Private Limited

Authorised Signatory

Received and Accepted

Allottee(s)



AGREEMENT

This Agreement is executed on this ____ day of _____, 20____,

Between

Ozone Promoters Private Limited, a company incorporated in India, under the Companies Act, 1956 having its office at B-2/16, Mohan Cooperative Industrial Estate, New Delhi – 110 044 hereinafter referred to as ‘Promoter’ which expression unless repugnant to the context or subject shall mean and include its successors, representatives and assigns

AND

Mr./Ms. _____ S/D/W of Mr. _____
Resident of _____

and Mr./Ms. _____ S/D/W of Mr. _____
Resident of _____

_____, hereinafter collectively referred to as “allottee”, which expression unless repugnant to the context or subject shall mean and include their respective legal heirs, successors, representatives, assigns, administrators and executors

[OR]

no. _____) a company incorporated under the provisions of the Companies Act, 1956/2013, having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, duly authorized vide board resolution dated _____, hereinafter referred to as “allottee”, which expression unless repugnant to the context or subject shall mean and include its successors, representatives, assigns, administrators and executors.

[OR]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____

_____), represented by its authorized partner, _____) authorized *vide* _____, hereinafter referred to as “**allottee**”, which expression unless repugnant to the context or subject shall mean and include heirs of partners, their successors, representatives, assigns, administrators and executors).

[OR]

Mr. _____ Son of _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, hereinafter referred to as the “**Allottee**” which expression unless repugnant to the context or subject mean and include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees.

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

WHEREAS Promoter is developing a Real Estate Project named GSP Divine Homes on Plot of land measuring 10,665 Square Meter bearing No. GH-A (GH-6 to G-13), Housing Sector, Talanagri Industrial Area, Ramghat Road, Aligarh, which is hereinafter referred to as “Project”.

AND WHEREAS Promoter has offered to transfer and Allottee has agreed to take a flat on Leasehold basis in the Project. Parties hereto have arrived at an agreement, as per following terms and conditions.

NOW THE PARTIES HERETO DECLARE, UNDERTAKE AND AGREE AS UNDER

Definitions

- (i) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)
- (ii) “Authority” means Uttar Pradesh Real Estate Regulatory Authority

- (iii) “Carpet Area” shall have the same meaning as defined in the Act as on date of execution of this agreement.
- (iv) “Earnest Money” means 10% of Total Price mentioned at Serial No. 3 in Schedule A
- (v) “Flat” means Flat in the Project particulars of which are mentioned at Serial No. 1(a) to 1(f) of Schedule A.
- (vi) “Force Majeure Conditions” mean and include anything which may be beyond the control of Promoter including but not limited to act of God (like flood, earthquake, fire, epidemic/pandemic); act of Government and Government departments (like passing of any law, order, etc.); act of Courts/Tribunals (like passing of any injunction/direction/order, etc.) and will also include the period till situation return to normal.
- (vii) “Government” means the Government of Uttar Pradesh
- (viii) “Land” means Plot of land measuring 10,665 Square Meter bearing No. GH-A (GH-6 to G-13), Housing Sector, Talanagri Industrial Area, Ramghat Road, Aligarh.
- (ix) “Project” means Group Housing Project named GSP Divine Homes, which is being developed by Promoter on Land.
- (x) “Regulations” mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (xi) “Rules” means Rules framed under Real Estate (Regulation and Development) Act, 2016
- (xii) “Schedule” means Schedule A or Schedule B or Schedule C or Schedule D appended/attached to this agreement
- (xiii) “Section” means a section of the Act.
- (xiv) “UPSIDC” means Uttar Pradesh State Industrial Development Corporation Limited.

Whereas:

- (A) Vide Lease Deed dated 31.03.2014, duly registered with the Sub Registrar, Tehsil Kol, District Aligarh on 31.03.2014 in Book No. 1 Volume No. 11022 at Serial No. 3861 followed by Lease Deed dated 27.06.2014, duly registered with the Sub Registrar, Tehsil Kol, District Aligarh on 16.07.2014 in Book No. 1 Volume No. 11274 at Serial No. 8181, UPSIDC granted lease of Land to Promoter for a period of 90 (ninety) years commencing from 19.04.2011.
- (B) The Land is earmarked for the purpose of building a Group Housing Colony.
- (C) Promoter prepared the building plans for the Project, which have been approved by UPSIDC vide Letter bearing Memo No. _____ dated _____. Promoter agrees and undertakes that it shall not make any changes to the above mentioned approved building plans except in strict compliance with Section 14 of the Act and other laws, as applicable.
- (D) Promoter has registered the Project under the Provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at _____ on _____ under registration No. _____.
- (E) Allottee has applied to Promoter for allotment of the Flat. Promoter has accepted Allottee's application. Hence this agreement for sale of Flat on leasehold basis is being executed between the parties.
- (F) Promoter is fully competent to enter into this Agreement.
- (G) The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- (H) The parties hereto confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the project;
- (I) 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.

1. BASIC AGREEMENT:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter hereby agrees to transfer and the Allottee hereby agrees to purchase on Leasehold basis, the Flat particulars of which are mentioned at Serial No. 1(a) to 1(f) of Schedule A. Layout Plan of Flat is annexed herewith as Schedule B.
- 1.2 Total Price for the Flat payable by Allottee to Promoter is mentioned at Serial No. 3 of Schedule A. Breakup and Description of charges included in Total Price is mentioned at Serial No. 2 in Schedule A. Rate Per Square Feet of Carpet Area of Flat is mentioned at Serial No. 4 in Schedule A.
- 1.3 Allottee shall have right to park one car in car parking bays, inside the boundaries of Project.

Explanations/Notes:

(i) Total Price includes the booking amount paid by allottee to Promoter for Flat;

(ii) Total Price includes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Flat to the allottee:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the Promoter shall be increased/reduced based on such change / modification and Total Price payable by allottee to Promoter shall accordingly increase/decrease.

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount of instalment of Total Price payable by Allottee and the Allottee shall make payment of amount demanded by the Promoter within the time and in the manner specified therein.;

(iv) In case Court or Government or UPSIDC, enhances the cost of Land, enhanced amount alongwith interest if any, shall be borne by allottees of different Flats on Land and therefore Total Price [as well as per square feet rate mentioned atSerial No. 4 of Schedule A] payable by allottee to Promoter shall increaseaccordingly.

(v) Cost of electricity connection and electricity meter for the Flat is not included in Total Price, which allottee will bear and pay separately at the time of taking electricity connection for the Flat.

(vi) Stamp Duty, Registration Charges and Expenses involved in registration of Tri-Partite Sub-Lease Deed for the Flat as well as this agreement shall be borne by allottee separately. Transfer Charges and all other charges as may be levied by UPSIDC for granting permission for Sub-Lease of Flat in favour of allottee will be borne by Allottee.

- 1.4 Allottees leasehold rights in the Flat shall be till Promoter's remaining duration of Lease of Land i.e., till 18.04.2101 (Eighteenth April Two Thousand One Hundred One).
- 1.5 Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay in terms of this agreement and due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the allottee.
- 1.6 Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.7 Specifications of Flat are mentioned in Schedule D. Construction of Project will be of ordinary nature. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in Schedule 'D' without the

previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee or minor changes or alterations as per the provisions of the Act.

- 1.8 Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within 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. If there is any increase in the carpet area allotted to Allottee, the Promoter may demand that from the Allottee as per next milestone of the Payment Plan. All these monetary adjustments shall be made at same per square feet rate as mentioned at Serial No. 4 in Schedule A with modification therein with change in Total Price as per this agreement.
- 1.9 Subject to clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Flat as mentioned below:
- (i) The Allottee shall have exclusive rights of the Flat.
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act.
 - (iii) Computation of the price of Flat includes recovery of price of land, cost of construction of [including the cost of Common Areas], internal development charges, external

development charges, taxes, common lifts, fire detection and fire fighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Project;

- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Flat to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Flat to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11 Allottee has paid booking amount being part payment towards the Total Price of the Flat at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Flat as prescribed in the Payment Plan as may be demanded by the Promoter within such time and in the manner specified therein.

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules for the period of default.

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of Agreement, Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through banking channels (like A/c Payee cheque/demand draft/bankers cheque/RTGS/NEFT/online payment) in favour of Ozone Promoters Private Limited.

2.2 In the event any cheque deposited by allottee is dishonoured by the bank for any whatsoever reason, the Allottee shall be liable to pay the cheque dishonour charges @ Rs.1000/- (Rupees One Thousand Only) or any other amount as may be notified from time to time, with applicable taxes per event of dishonour / bouncing and/or such other charges/taxes as may be levied by the bank in respect of the same from time to time. Payment of aforesaid charges shall be in addition to the liability of Allottee for payment of interest on the delayed payments as per the terms of this Agreement.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

3.2 The Promoter accepts no responsibility in regard to matters specified in clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any

Allottee and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Flat, if any, and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. It is clarified that payments made by Allottee shall be first adjusted towards the payment / satisfaction of any outstanding or past interests/dues/amounts, if any, and thereafter same shall be adjusted towards current demand/total price.

5. TIME IS THE ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with Real Estate Regulatory Authority and for handing over the Flat to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be. Similarly allottee shall make timely payment of instalments and other dues payable by him/her as per Payment Plan.

6. CONSTRUCTION OF THE PROJECT/ FLAT:

The Allottee has seen and accepted the specifications of the Flat, Payment Plan and Layout Plan of Flat, annexed with this agreement. The Promoter shall develop the Project in accordance with the said approved layout plans and annexed floor plan and specifications. Subject to the terms contained in this Agreement, the Promoter undertakes to strictly abide by building plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by Law/Competent Authority and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act.

7. POSSESSION OF THE FLAT:

7.1 Schedule for possession of the Flat - The Promoter agrees and understands that timely delivery of possession of the Flat to the allottee is the essence of the Agreement. The promoter based on the approved plans and specifications assures to handover possession of Flat by the date mentioned at Serial No. 6 in Schedule A unless there is delay due to Force Majeure Conditions. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. Allottee shall not be entitled to any interest or compensation for the period during which Force Majeure Conditions were existing. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter in respect of allotment within 120 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any interest, right, claim etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Without subjecting itself to any legal obligation, promoter has represented that it may offer possession of Flat to allottee by the tentative date mentioned at Serial No. 5 in Schedule A. Allottee confirms that he has not entered into this agreement/transaction on the basis of tentative date of possession mentioned at Serial No. 5 in Schedule A and allottee will not raise any grievance or claim any interest or compensation in case possession is not offered by the date mentioned at Serial No. 5 in Schedule A. Confirmed date of offer of possession of Flat by promoter to allottee remains the date mentioned at Serial No. 6 in Schedule A.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flat, to the Allottee in terms of this Agreement and Allottee shall take possession within thirty days from the date of issue of such notice. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or

Association of allottees, as the case may be. All Taxes and charges (including service charge) levied by UPSIDC, Government Authorities or Municipal Corporation with effect from date of offer of possession of flat as well as Common Area Maintenance Charges will be payable by flat owners (including allottee).

- 7.3 **Failure of Allottee to take Possession of Flat** - Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and documents, and the Promoter shall give possession of the Flat to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges, as applicable and allottee shall be further liable to pay to promoter holding charges at the rate of Rs. 5/- (Rupees Five Only) per square feet of Super Area of the Flat for the period beyond 3 (three) months till actual date of possession. During this period of delay, Flat shall be at sole risks and consequences of Allottee.
- 7.4 **Possession by the Allottee**—After obtaining the occupancy certificate and handing over physical possession of the Flat to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws.
- 7.5 **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project, the Promoter herein is entitled to forfeit the earnest money and interest paid/payable by allottee for delay in payments. The promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 90 (ninety five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the apartment / plot or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier. The promoter shall inform the previous allottee the date of re-allotment

of the said apartment / plot and also display this information on the official website of UP RERA on the date of re-allotment.

7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Promoter has requisite rights to carry out development upon Land and actual, physical and legal possession of the area of Land on which Project is being developed;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) Particulars of encumbrance on land, if any, are mentioned at Serial No. 7 in Schedule A;
- (iv) There are no litigations pending before any Court of law or Forum with respect to title of Land, Project or the Flat;
- (v) Promoter shall keep the required approvals, licenses and permits issued by the competent authorities with respect to the Project valid and subsisting at all times. Further, the Promoter shall, at all times, remain in compliance with all applicable laws in relation to the Project, Land, Building and Flat and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Flat which may, in any manner, affect the rights of Allottee under this Agreement;

- (viii) It is hereby confirmed that the Promoter is not restricted in any manner whatsoever from transferring the said Flat to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of Tri-Partite Sub Lease Deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat to the Allottee;
- (x) Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities till the completion certificate has been issued.
- (xii) With effect from date of offer of possession of flat by Promoter to Allottee, all Charges and Taxes, by whatever name be called, demanded by UPSIDC, Municipality or any Government Department for the flat or Group Housing Colony will be payable by the flat holders and allottee without any protest or objection will pay for his flat.
- (xiii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure Conditions, the Promoter shall be considered under a condition of Default, in the following events:
 - (i) Promoter fails to provide ready to move in possession of the Flat to the Allottee within the time period specified [i.e., by the date mentioned at Serial No. 6 in Schedule A]. For the

purpose of this clause, 'ready to move in possession' shall mean that the Flat is in habitable condition and is complete as per specifications.

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Non-Defaulting Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Flat, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules for every month of delay till the handing over of the possession of the Flat.

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

- (i) In case the Allottee fails to make payment of any demand made by the Promoter as per the Payment Plan annexed hereto, allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules for the period of default and Promoter's time for handing over possession of Flat to allottee shall be extended by such number of days during which allottee was in default.

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond three consecutive months after the due date of payment, Promoter may cancel the allotment of the Flat in favour of the Allottee and refund the money paid to Promoter by the allottee by deducting the earnest money and the interest paid & payable by allottee and this Agreement shall thereupon stand terminated.

10. CONVEYANCE DEED OF THE SAID FLAT:

The Promoter, on receipt of Total Price of the Flat under the Agreement from the Allottee, shall cause execution of conveyance deed (i.e., Tri Partite Sub Lease Deed) of the Flat together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate, in favour of allottee. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental & legal expenses etc. so demanded within the period mentioned in the demand letter, Allottee authorizes the Promoter to withhold registration of the Tri Partite Sub Lease Deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges is made by Allottee to the Promoter. Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies). Transfer Charges and all other charges as may be levied by UPSIDC for granting permission for Sub-Lease of Flat in favour of allottee will be borne by applicant/allottee.

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

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the handing over of the maintenance of the project to the association of allottees. The cost of such maintenance services, utility services, common services and facilities in the Project/Building/Complex shall be payable by allottee to the Promoter/Maintenance Agency with effect from date of offer of possession of Flat by Promoter. It is clarified that with effect from date of offer of possession of Flat by Promoter, Allottee shall amongst others, bear proportionate cost of utilities, maintaining parks, cleaning & upkeep of common areas, lightning of common areas, security, insurance of building, etc.

11.2 With effect from date of offer of possession of Flat by promoter, allottee shall bear cost of utilities (like electricity, water, , etc.) consumed in the Flat, Maintenance Charges, Club Charges, Taxes/Charges imposed by Government Departments, UPSIDC, Municipality, etc. Service charge levied by UPSIDC with effect from date of offer of possession of flat will be payable by flat owners(including applicant).

12. **DEFECT LIABILITY:**

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

13. **RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF MAINTENANCE CHARGES**

The Allottee hereby agrees to take the Flat on the specific understanding that his/her right to use the Common Areas shall be subject to timely payment of maintenance charges as determined and thereafter billed by the maintenance agency/promoter or the association of allottees and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency/promoter or the association of allottees from time to time.

14. **RIGHT TO ENTER THE FLAT FOR REPAIRS:**

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Flat 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.

15. **USAGE:**

Use Service Areas: Service areas, if any, as located within the Project shall be earmarked for purposes 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 shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as vehicle parking spaces, and

the same shall be reserved for use by the maintenance agency/association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT:

16.1 Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Flat at his/her own cost, in good condition and shall not do or suffer to be done anything in or to the Building, or the Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Flat and keep the Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good, usable, repaired condition and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

16.2 The Allottee 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 in Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Flat or place any material in the common areas/passages or staircase of the Building. Allottee shall not permit any of its material/equipment/machine to protrude in common passages and/or staircase. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Flat.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter as per the guidelines of association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16.4 Allottee shall use the Flat for residential purposes only in accordance with applicable laws/bye-laws as well as norms/conditions of UPSIDC.

16.5 Allottee shall not sub-divide/bifurcate the Flat and shall also not amalgamate the Flat with other Flats in the building.

16.6 The terms stated in Clause 16 shall be applicable to everyone (including lessee) who use the Flat.

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

The Allottee is entering into this Agreement for the allotment of Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. Allottee hereby undertakes that he/she shall comply with and carry out from time to time after he/she has taken over for occupation and use the Flat, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of Flat at his/her own cost.

18. 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 has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat.

20. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the U.P. Apartment (Promotion of

Construction, Ownership and Maintenance) Act, 2010. The Promoter shall comply with various laws/regulations as applicable in the State of Uttar Pradesh.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, allottee will be deemed to be in default. Stamp Duty and Registration Charges involved in execution and registration of this agreement shall have to be borne by Allottee.

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

This Agreement may only be amended with written consent of all Parties hereto.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

24.1 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 Flat and the Project shall equally be applicable to and enforceable against and by any subsequent

Allottees of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

- 24.2 With effect from date of execution of this agreement and till execution of Tri Partite Sub Lease Deed, Allottee(s) may transfer/assign his rights/claims/interests in the Flat to any other person subject to payment of Promoter's administrative charges applicable on the date of transfer to promoter for facilitating such transfer.
- 24.3 Further, any request made by allottees for change in particulars of booking including but not limited to change in the status of the Allottee(s) in the agreement or order of the allottee(s) in case of joint allottees or modification in interest/share of allottees shall be subject to approval of the Promoter and as per the policies of the Promoter and shall further be subject to payment of appropriate charges/fees by allottee to promoter for affecting such change.
- 24.4 Document effecting change in the particulars of allottee(s), will be required to be registered with concerned Sub-Registrar. All costs (including Stamp Duty and Registration Charges) for registration of such documents shall have to be borne by Allottee and if allottee fails to comply with this requirement, allottee will himself be responsible for all consequences.

25. WAIVER NOT A LIMITATION TO ENFORCE:

- 25.1 The Promoter may by a written document, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee 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 that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 25.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a

waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY:

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

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

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

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatories at the Promoter's Site Office at Aligarh. After the Agreement is duly executed by all parties this Agreement shall be registered at the office of the concerned Sub-Registrar having jurisdiction over the area wherein Project is situated.

30. NOTICES:

30.1 All notices to be served on the Allottee shall be served at his address mentioned above and shall be deemed to have been duly served if sent to the Allottee by Speed Post or through reputed courier at said address. Promoter shall also have the liberty to serve all communications to allottee at his email address and communications so sent to allottee's email address shall be deemed to have been duly served upon allottee.

30.2 All notices to be served on the Promoter shall be served at its registered office and shall be deemed to have been duly served if sent to the Promoter by Speed Post or through reputed courier at said address.

30.3 It shall be the duty of the Allottee and Promoterto inform each other of any change in their address subsequent to the execution of this Agreement by Speed Post/Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the addressee.

31. JOINT ALLOTTEES:

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

32. INTERPRETATION

Meanings set forth or terms defined in this agreement and all pronouns shall be equally applicable to both the singular and plural, masculine, feminine or neuter forms as the context may require.

33. GOVERNING LAW:

Rights and obligations of the parties under or arising from this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

34. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which efforts shall be made for settlement through the process of mediation with assistance of any reputed mediation centres situated either at New Delhi or at Aligarh and at no other place. In case dispute remains unresolved even after mediation same shall be settled through process of law. Courts and Tribunals at Aligarh shall have exclusive jurisdiction to entertain and adjudicate upon disputes between the parties.

IN WITNESS WHEREOF parties hereto have signed this agreement on the date and place mentioned herein below

Date
Place

Date
Place

[Ozone Promoters Private Limited]
Authorised Signatory
Promoter

[_____
Allottees

Schedule A

Particulars of Flat agreed to be transferred to Allottee on Leasehold basis					
1(a)	Flat Number	:			
1(b)	Floor Number	:			
1(c)	Tower/Block/Building Number	:			
1(d)	Size of Flat	:	Super Area (in Square Feet) _____ Carpet Area (in Square Feet) _____ Balcony Area (in Square Feet) _____		
1(e)	Project Name	:	GSP Divine Homes		
1(f)	Location of Project	:	Plot bearing No. GH-A (GH-6 to G-13), Housing Sector, Talanagri Industrial Area, Ramghat Road, Aligarh		
Consideration Payable by Allottee to Promoter for Flat					
	Head of Charge	:	Consideration		GST (as per rate prevailing on date of agreement)
			Rate	Amount (Rs.)	
2.	Sale Price	:			
3.	Total Price (in Rupees), payable by allottee (Inclusive of Tax at rate prevailing on date of agreement)	:			
4.	Rate Per Square Feet of Carpet Area (in Rupees) (Inclusive of Tax at rate prevailing on date of agreement)	:			
Date of Possession					
5.	Tentative Date of handing over possession of Flat by Promoter to Allottee	:			

6.	Date of handing over possession of Flat by Promoter to Allottee	:	15.06.2026 [Fifteen June Two Thousand Twenty Six]
Encumbrances, if any			
7.	Encumbrance on Land, if any	:	

SCHEDULE 'B' - Layout Plan of the Flat

SCHEDULE 'C' - Payment Plan

S. No.	When Payable by Allottee	Instalment Number	What is Payable by Allottee
1.	At the time of submission of application form	1 st Instalment/Booking Amount	10% of Total Price
2.	At Start of Excavation	2 nd Instalment	10% of Total Price
3.	On Competition of Casting of roof slab of 1 st Floor	3 rd Instalment	10% of Total Price
4.	On Competition of Casting of roof slab of 3 rd Floor	4 th Instalment	10% of Total Price
5.	On Competition of Casting of roof slab of 5 th Floor	5 th Instalment	10% of Total Price
6.	On Competition of Casting of roof slab of 7 th Floor	6 th Instalment	10% of Total Price
7.	On Competition of Casting of roof slab of 9 th Floor	7 th Instalment	10% of Total Price
8.	Start of internal finishing	8 th Instalment	10% of Total Price
9.	On Competition of external plaster of the Tower	9 th Instalment	10% of Total Price
10.	On offer of possession	10 th / Final Instalment	10% of Total Price + other dues, if any + Stamp Duty, Registration Charges, Registration

			Expenses and 1 year advance Maintenance Charges
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Notes:

- (i) Payment of any instalment for the Flat shall be deemed to be complete only on receipt of such due instalment along with the applicable Taxes like GST.
- (ii) In case Total Price of Flat is Rupees 50 lakhs or more, Allottee shall deduct Income Tax at source at applicable rate (which at present is @1%) and shall deposit such deducted amount with Income Tax Department against Permanent Account Number of Promoter and furnish Challan of such payment to Promoter and on receipt of such Challan, payment of concerned installment shall be deemed to be complete.
- (iii) Whenever allottee makes any payment through On-line mode or through NEFT/RTGS, allottee shall intimate the promoter about payment alongwith UTR Number, failing which promoter shall not give credit of such payment in allottee's account and Allottee shall be held liable for non-payment/delay in payment and consequences arising therefrom, including for allottee's liability for payment of penal interest as per agreement.
- (iv) Stamp duty, registration charges and expenses involved in registration of Builder Buyer Agreement as well as Tri-Partite Sub Lease Deed shall be payable by allottee at the stage of registration thereof.
- (v) Transfer Charges and all other charges as may be levied by UPSIDC for granting permission for Sub-Lease of Flat in favour of allottee will be borne by Allottee.

SCHEDULE 'D' – Specifications of Flat