Requisite Stamp(s)

(First/Sole Applicant) (Second Applicant) (Promoter)

THE RIVULET
meandering down happy lanes

AGREEMENTTOSUB EASE
(Without possession)

This Agreement to Sub- Lease together with all schedules **("Agreement")** is executed at Greater Naida on this _____day of _____, 20_____

AMONGST

Grand Realtech Limited (CIN: U70102DL2013PLC346127), a company incorporated under the provisions of the Companies Act 2013, having its registered & corporate office at A-6, Ground Floor, Yojana Vihar, Master Somnath Marg, Delhi- 110092 (PAN: AAFCG1435P), represented by severally its Authorised Signatory(s) Yogesh Goyal, Kanika Khandelwal, Arya Gupta authorized vide board resolution dated 1st April 2023, hereinafter referred to as the **"Promoter"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor- in- interest, and permitted assigns).

AND

FIRST APPLICANT				
Name				
S/o, W/o, D/o				
Aadhaar No.		PAN No.		
Email ID		Mobile No.		
Address				
SECOND APPLICANT				
Name				
S/o, W/o, D/o				
Aadhaar No.		PAN No.		
Email ID		Mobile No.		
Address				

(Hereinafter collectively referred to as the **"Buyer"** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/ her/ their respective successors, legal heirs, representatives, nominees, successors and assigns), being party of the **SECOND PART;**

The parties to this Agreement i.e., the Promoter and the Buyer are hereinafter collectively referred to as the**"Parties"** and sometimes individually referred to as **"Party".**

	Unit No.		Tower		Floor	
	Sale Area		Sq. ft.		Sq.m.	
	Carpet Area		Sq. ft.		Sq.m.	
	Car Parking	One Open	One Covered	Two Covered - Single Bay Single Exit		

(First/Sole Applicant) (Second Applicant) (Promoter)

DEFINITIONS

In this Agreement, unless repugnant or contrary to the context, the following terms shall have the following meanings assigned herein -

Act		means Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
Allotment Letter	Recital G	meaning assigned to it under Recital G herein
Apartment Ownership Act		shall collectively mean and refer to The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the Uttar Pradesh Apartment Rules framed thereunder as amended from time to time.
Application	Recital F	meaning assigned to it under Recital F herein
Applicable Laws/ Prevalent Laws		shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policie etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter.
Approvals		shall means and include any permit, license, consent, grant, certificate, authorization.decision, direction, determination, instruction or approval obtained or required to be obtained from a Competent Authority or any other person in relation to the Project.
Association		the condominium / association of the allottees / sub-lessees at the Project and/or township as the case may be, which shall be formed by the Promoter under the Applicable Laws

WHEREAS

Authority		means Uttar Pradesh Real Estate Regulatory Authority.
Booking Amount	Clause 1.8	meaning assigned to it under Clause 1.8 herein
Buyer's Event of Default	Clause 10.3	meaning assigned to it under Clause 10.3 herein
Car Park Space		means covered/ open car parking space, forming integral and indivisible part of the Unit exclusively assigned for parking light motorized vehicles in the Project.
Carpet Area		means the net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Buyer or veranda area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Buyer, but includes the area covered by the internal partition walls of the Unit.
Claims	Clause 32	meaning assigned to it under Clause 32 herein
Common Areas and Facilities		such areas and facilities in the Project which are meant for common use, enjoyment and access of the st:Jb lessees at the Project, as described in **Schedule V** hereto (but excludes areas therein which are to be reserved / restricted for any other allottee / sul3 lessee / right-holder at the Project or a group thereof or otherwise transferable by the Promoter to third parties as per Applicable Laws, such as shops, commercial areas, club, etc.).

Competent Authority		any Central or State judicial, quasi-judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Total Lands and/or the Project or phase.
Completion Time Period	Clause 7.1	meaning assigned to it under Clause 7.1 herein
Unit Cost Estimation & Payment Schedule		shall mean the said amount mentioned in **Schedule VI.**
Declaration		Means the 'Declaration' as defined in Section 3(m) of the Apartment Ownership Act
Exclusive Areas		means the exclusive balcony appurtenant to said Unit for exclusive use of the Buyer.
Fit-outs		the fixtures, fittings, electrical devices, and other equipment, systems, furniture, partitions, temporary walls and ceilings, etc. that may be installed by the Promoter in the Unit, whether fixed or otherwise, to make it suitable for use.
Force Majeure		shall mean (a) .war, pandemic, civil commotion or act of God; (b) any notice, lockdown, order, rule, notification of the Government and / or other public competent authority/ court.
Government		means the Government of Uttar Pradesh
Goods and Service Tax(GST)		means any tax imposed on the supply of goods or services or both under GST Law.
GST Law		means Integrated Goods & Service TaxAct, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST and all related ancillary legislations, rules, notifications, circulars, orders.
Hazard		an event which by reason of its physical, chemical, reactive, toxic, flammable, explosive, corrosive, radioactive or infectious characteristics causes or is likely to cause grave danger to the health of persons in the Project or to the environment in and around the Project.
Holding Charges	Clause 7.4	meaning assigned to it under Clause 7.4 herein.
Interest		shall mean interest at the rate of 12% p.a. Simple Interest. Or 1% per month as may be prescribed under the Act/ Rules from the date they fall due till date of receipt/ realization of payment.
Limited Common Areas & Facilities		means those common areas and facilities which have been designated in writing by the promoter as reserved for the use of certain apartment or apartments to the exclusion of the other apartments;
Maintenance Agency	Clause 12.2	meaning assigned to it under Clause 12.2 herein.
Maintenance Charges	Clause 12.3	meaning assigned to it under Clause 12.3 herein.
NOC		No Objection Certificate
Non- Refundable Amount		shall collectively mean(i) Interest on any overdue payments; and (ii) brokerage paid by the Promoter to the broker in case the booking is made by the Buyer through a broker and (iii) any Taxes paid by Promoter to the statutory authorities and (iv) subvention cost (if the Buyer has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in Installments or paid directly by the Promoter to the bank (v) administrative charges as per company policy; (vi) any other Taxes,charges and fees payable by the Promoter to the government authorities included but not restricted to the Pass-Through Charges.

Pass Through Charges		shall refer to all charges, fees, Taxes/duties, impositions as may be levied by the Competent Authority/ Tribunal (s), such as, labour cess, interest free maintenance security, meter charges, GST, property tax, land under construction tax, or any future increase thereof or imposition by Competent Authority.
Possession Notice	Clause 7.3.1	meaning assigned to it under Clause 7.3.1 herein.
Possession Notice Expiry Date	Clause 7.3.2	meaning assigned to it under Clause 7.3.2 herein.
Project	Recital E	meaning assigned to it under Recital E herein.
Regulations		means the Regulations made under the Real Estate (Regulation and Development Act, 2016)
Rules		means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended from time to time.
Section		Means a section of the Act.
Sub-Lease Deed	Clause 1.1	meaning assigned to it under Clause 1.1 herein.
Termination Date	Clause 10.5	meaning assigned to it under Clause 10.5 herein.
Total Lands	Recital A	meaning assigned to it under Recital A herein.
Unit		Unit along with Car Park Space for [open /covered]; the floor plans whereof are provided in Schedule- III hereto and -specifications whereof have been set out in Schedule IV
Taxes		includes Goods and Services Tax (GST), land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Applicable Laws or any amendments thereto pertaining or relating to the sale of Unit.

A. The Promoter is the absolute and lawful owner plot no. GH-048, Sector-12, Greater Naida West, Gautam Budh Nagar, Uttar Pradesh totally admeasuring 30,000 square meters vide sale/ lease deed dated 29'" April 2016 registered in the office of the sub- Registrar Greater Naida in book No.-1 Volume 20345 at pages 131 to 174 as documents No. 10911 on dated 29'"April 2016.

8. The Said Land is earmarked for the purpose of building a residential project in 02 Phases, the first phase comprising 06 multi-storeyed apartment buildings (Tower K, L, M, S, T, U) andcommercial shops and the said project shall be known as **The Rivulet Phase 1** ("Project") on land admeasuring 30,000 sq. meters **("Project Lands" shown in Schedule** II). The common areas ofTHE RIVULET- PHASE 1 and THE RIVULET- PHASE 2 will be the same irrespective of the phase in which such common areas are developed and the respective phases shall have their respective RERA Registration Numbers.

C. The Promoter has registered The Rivulet Phase-1 with the Uttar Pradesh Real Estate Regulatory Authority under the provisions of the Real Estate (Regulation & Development) Act, 2016 read with Uttar Pradesh Real Estate Registration Rules and the Authority has granted Registration vide registration bearing no. _____

D. The Promoter has, as on date, obtained the Approvals as listed in **Schedule VIII** which permit commencement of construction on Project/Total Lands as per Applicable Laws. Any future approval that may be required for during the course of development shall be obtained by the Promoter as and when necessitated by the Applicable Laws. The Promoter agrees andundertakes that it shall not make any changes to the approved plans

except in strict compliance with Section 14 of the Act and as Applicable Laws. The said Approvals are available on up- rera.in.

E. 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 Project Land on which Project is to be constructed have been completed.

F. The Buyer has vide his **("Application")** applied for the allotment of a Unit (defined hereinafter) in the Project.

G. The Promoter has, vide an **("Allotment Letter"),** allotted and agreed to transfer the sub-lease rights over the Unit along with right to use the Common Area and Facilities, Limited Common Areas and Facilities and exclusive right to use Car Park Space, in favour of the Buyer.

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the rights and obligations detailed herein.

I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project especially Section 14 of the Act;

J. The Parties relying on the confirmation, 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;

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties the Promoter hereby agrees to sell and the Buyer hereby agrees to purchase Unit as specified in definition clause.

NOW THEREFORE in furtherance to acceptance of the Application of the Buyer and issuance of the Allotment Letter by the Promoter, and in furtherance to compliance by the Buyer of the terms and conditions of the Allotment Letter, the Parties are executing this Agreement for recording the understanding for sub-lease of lease hold rights of the Unit along with exclusive right to use the Car Park Space (defined hereinabove) along with right to use the Common Areas and Facilities and Limited Common Areas and Facilities, on the terms and conditions mutually agreed by and between the Parties and contained in this Agreement.

1. TERMS

1.1 In consideration of the payment made and/or to be made by the Buyer to the Promoter in the manner stated hereinafter and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Buyer stated hereinafter, the Promoter hereby agrees to transfer sub-lease rights and entitlements over the Unit free from all encumbrances along with all easements, privileges, rights and benefit attached thereto; along with exclusive right to use and occupy the Car Park Space; along with right to use the Common Areas and Facilities (which shall be co- used/ shared along with other sub-lessees/ occupants in the Project, and shall be dealt with Promoter in accordance with Applicable Laws) in favour of the Buyer at the price / consideration mentioned in Clause 1.4 hereinafter and the Buyer hereby agrees to acquire the same. The Unit shall be transferred in favour of the Buyer through due execution of a tripartite sub-lease deed duly stamped and registered with the jurisdictional Sub Registrar of Assurances **("Sub-Lease Deed")** along with other documents as envisaged in this Agreement or as may be required under the Applicable Laws or by GNIDA or by the Promoter.

1.2 Both the parties confirm that they have read and understood the provisions of Section-14 of the Act.

1.3 Any change so prescribed by the Act shall be deemed to be automatically included in this agreement to sub-lease and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

1.4 The total price as mentioned in **Schedule VI ("Unit Cost Estimation & Payment Schedule")** include the Goods and Services Tax (GST) and lease rent paid/ payable by the Promoter to the Competent Authority, up to the date of handing over the possession of the Unit in terms of this Agreement.

Provided that, in case there is any change/ modification in the Taxes/ charges/ fees/ levies etc., the subsequent amount payable by the Buyer to the Promoter shall be increased/ decreased based on such change/ modification.

Provided further, if there is any increase in the Taxes/ charges/ fees/ levies etc. after the expiry of the scheduled Completion Time Period of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Buyer.

1.5 The Promoter shall periodically intimate in writing to the Buyer, the amount payable as per Payment Plan set out in **Schedule VI ("Unit Cost Estimation & Payment Schedule")** of this Agreement and the Buyer shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Buyer(s) the details of the Taxes/ fees/ charges/ levies etc. paid or demanded.

1.6 The Total Price of Unit includes recovery of price of land, development/ construction of (not only of the Unit) but also of the Common Areas and Facilities, Limited Common Areas and Facilities (if applicable), internal development charges, infrastructure augmentation charges, GST/ fees/ levies etc., cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles(if applicable), tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit as agreed in the present agreement.

1.7 The Buyer shall be liable to make payment of the installment as per the Payment Plan. The Buyer shall be obligated to pay the Installments by the due dates as mentioned under the time linked milestones or construction linked milestones as provided in **Schedule VI.** The Promoter shall periodically intimate in writing to the Buyer, the amount payable and the Buyer shall make payment demanded by the Promoter within the time and in the manner specified therein. It being further clarified that the Promoter shall not be under any obligation to send reminders for making the payment as per Schedule VI and/or for the invoice raised by the Promoter. If the Buyer fails to pay any installment within the stipulated time the same shall constitute Buyer's Event of Default under this Agreement. The Buyer shall be liable to pay Interest on any delayed payments from the due date till the date of such payment is actually received by the Promoter as mentioned in clause 10.3 (i).

1.8 It has been specifically agreed between the Parties that 20% of the Cost of Property, shall be construed, considered and treated as earnest money under this Agreement, to ensure the performance, compliance and fulfilment of the obligations and responsibilities of the Buyer underthis Agreement. However, in case of bank loan/ subvention scheme the Earnest Money shall be the sum paid by the borrower which is other than the amounts contributed by the lending bank, subject to the maximum of 20% of the Cost of Property. Booking amount shall be payable as per the payment Plan.

1.9 The Cost of Property is escalation-free, save and except increases which the Buyer hereby agrees to pay due to increase on account of development fee payable to the Competent Authority, additional charges including any enhanced compensation payable to GNIDA under the land acquisition proceedings **("Additional Charges")** 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 Buyer for increase in development fee, Additional Charges, cost/charges imposed by the Competent Authority, the Promoter upon the written request of the Buyer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Buyer, which shall only be applicable on subsequent payments. If the Buyer fails to pay any such development fee, Additional Charges and cost/charges imposed by the Competent Authority within the stipulated time under the demand notice/invoice/applicable law raised by the Promoter for the same shall constitute Buyer's Event of Default under this Agreement as specified in Clause 10.3, and the Promoter may, at its sole discretion, terminate this Agreement in the manner specified in the present Agreement and the consequences entailed therein shall follow. However, the Buyer shall be liable to pay Interest on such delayed payments plus applicable indirect taxes (if any) (or at such rate as may be prescribed under the Applicable Laws) from the due date till the date of such payment is actually received by the Promoter.

Provided that if there is any new imposition or increase of any development fee, Additional Charges, cost/charges imposed by the Competent Authority after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Buyer.

It is being clarified that the benefit/credit that may be eligible for the Promoter on account of enactment of Section 171 of the Central Goods and Services Tax Act, 2017 has already been factored in the total price

1.10 The floor plans of the Unit have been provided in **Schedule** Ill hereto.

1.11 It is agreed that the Promoter shall not make any additions and major alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in respect of the Unit, as the case may be, without the previous written consent of the Buyer as per the provisions of the Act except any alteration or addition required by any Government authorities or due to change in law.

Provided that the Promoter may make such minor additions or alterations as may be required by the Buyer, or such changes and alterations as required by the Competent Authority or such minor changes or alterations as per the provisions of the Act. The decision of the architect of the Promoter shall stand final and binding upon the Buyer(s) in the said scenario.

1.12 The Promoter shall confirm the final Total Area that has been allotted to the Buyer after the construction of the Unit is complete and the occupation certificate will be granted by the Competent Authority, by furnishing details of the changes, if any, in the Total Area. The Cost of Property payable for the Total Area shall be recalculated upon confirmation by the Promoter.If there is reduction in the Total Area then the Promoter shall adjust the excess money paid by Buyer without any Interest from the date from the next installment as provided in the Payment Plan. If there is any increase in the Total Area (and in case of Carpet Area such increase is not more as prescribed under the Prevalent Laws), allotted to Buyer, the Promoter shall demand that from the Buyer as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per squaremeter/square foot as mentioned in **Schedule VI.**

1.13 Upon payment of Cost of Property and registration of Sub-Lease Deed, the Buyer shall have exclusive

ownership of the Unit. The sub-lease rights, use and occupation of the Unit, and the rights of the Buyer to use the Common Areas and Facilities (which shall be co used/ shared along with other sub-lessees/ occupants at the Project Lands, as the case may be) and Limited Common Areas and Facilities shall always be subject to the Applicable Laws and the terms of this Agreement for transfer and maintenance thereof, and the Buyer agrees and confirms to adhere and comply with the same at all times to come. It is an essential and basic term of this Agreement and the proposed transfer of the Unit to the Buyer, that the said Unit and the right to use the Common Areas and Facilities and Limited Common Areas and Facilities shall at all times be held by the Buyer and his successors, heirs, transferees or assignee(s), as the case may be, together as a single unit and shall not be transferred separately and independently from each other. The said condition shall run with the Unit and be binding on all persons to whom the title/ ownership of the same shall pass in future.

1.14 The Buyer has the right to visit the Project site to assess the extent of development of the Project and his Unit, as the case may be. However, the Buyer shall take prior appointment and abide by all the terms and conditions as decided by the Promoter at the time of visit to the Project site.

1.15 The Buyer(s) is aware that the Total Price does not include any charge towards right to use covered/open Car Park Space and the same is being provided free of cost along with the Unit. The Buyer(s) understands that the Car Park Space shall form part of Limited Common Area and Facilities and shall be allocated by the Promoter. The Buyer(s) further agrees and undertake that Buyer(s) shall have no concerns towards the identification and allotment/allocation of Car Park Space done by the Promoter, at any time and shall not challenge the same anytime in future. The open Car Park Space as allocated by the Promoter shall be ratified by the Association. It is clearly understood by the Buyer(s) that the Buyer(s) shall at no time have the ownership or title over the Car Park Space, except for the exclusive right to use the same for himself. It is clearly understood by the Buyer that the Car Park Space cannot be transferred/ leased/ sold or dealt otherwise by the Buyer independently of the Unit. The Apartment along with the Car Park Space will be treated as a single indivisible unit for all purposes including but not limited for the purposes of the Apartment Ownership Act. As the Car Park Space is an integral and indivisible part of the Apartment, the Buyer undertakes not to transfer the exclusive right to use in favour of any third party without transfer and assignment of the Apartment. All clauses of this Agreement pertaining to allotment, possession, cancellation etc. shall also apply mutatis mutandis to Car Park Space.

1.16 Upon completion of the present phase, the Common Areas and Facilities and Limited Common Areas and Facilities at the phase shall be provided in the Declaration for the Project which would be filed by the Promoter in compliance with the Apartment Ownership Act. Such Declaration shall be conclusive and binding upon the owners of all Units in the phase/ Project as per Applicable Laws.

The Promoter shall, as part of the Common Areas and Facilities, play area, gardens, green landscape areas, half basketball court, badminton court, **("Amenities")** in accordance with the permission/ sanctions of Competent Authority, for the enjoyment of all the unit buyers at the Project. The Buyer understands and agrees that the Promoter may engage a third party tooperate and manage the Amenities.

1.17 It is agreed that the Project is an independent, self-contained Project covering the said Project Land and is not a part of any other project or zone and shall not form a part of and/ or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure forthe benefit of the Buyer. It is clarified that Project's facilities and amenities other than declared as independent areas in Declaration shall be available only for use and enjoyment by the Buyers of the Project.

1.18 The Buyer understands and agrees that the Promoter may engage a third party to operate and manage the Club. The Buyer's right to use the Club shall at all times be contingent on due and faithful observance by the Buyer of all the rules, regulations, bye laws and conditions as may be notified by the Promoter and/or Association and/or the third-party operator as the case may be. The Buyer shall be liable to pay periodic subscription and usage charges, as may be intimated by the Promoter/Association from time to time. The Buyer understands that the above referred periodic subscription and usage charges are subject to revision and the Buyer undertakes to abide by the same.

2. MODE OF PAYMENT

2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Buyer shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through cheque/ demand draft/ pay order/ wire transfer, payable at par drawn in favour of **Grand Realtech Ltd. - RERA Collection Ale The Rivulet Phase 1** and/ or any other account as stipulated by the Promoter from time to time. The Buyer shall mention his/her/its customer ID, name, Unit no. and tower no. applied for behind the cheques/demand drafts. The payments made by cheques are subject to realization. Date of actual credit shall be treated to be the date of realization of the cheque. In case payments are made through wire transfer it shall be sole responsibility of the Buyer to provide the wire details to Promoter. It is clarified that the payment date for a particular demand shall be construed as the date (or next working day if date of communication is not on a working day or after banking hours) on which the Buyer communicates the details of the said wire transfer in writing. The Buyer shall also be liable to bear and pay all present and future applicable Pass-Through Charges and/or any increase thereto, either prospectively or retrospectively and/or by virtue of court order or applicable laws, which may be imposed by the Competent Authority, as and when demanded by the Promoter. It is agreed by the Allottee that the Promoter has the discretion to raise invoices for the milestones which has been completed/ achieved irrespective of sequences of milestones.

2.2 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Buyer is not honoured for any reason whatsoever, then the same shall be treated as default under Clause 10.3 (ii) below and the Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonour charge of Rs.5,000/- (Rupees Five Thousand only) for dishonour of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

2.3 The Promoter will not accept payment by cash and/ or deposit of cash in the designated account of the Promoter and such payment shall not be accepted and continue to appear as outstanding against the Unit. The Promoter shall accept payments towards Total Price from the account(s) of the Buyer and/ or joint Buyer only. If any payments of Installments are made by any third party by or on behalf of the Buyer, the Promoter shall not be responsible towards any such third party and such third party shall not have any right in Unit. Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Buyer account only, the exception being ODs/Banker's Chequereceived from the mortgagor bank of the Buyer.

2.4 The Buyer has to deduct the applicable tax deduction at source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Any failure to deduct or deposit TDS would attract interest & penalty as per provisions of Income Tax

Act, 1961. The Buyer shall submit the original TDS certificate in the prescribed timelines mentioned in the Income Tax Act, 1961. If the Buyer fails to submit the TDS certificate to the Promoter on the TDS deducted within the stipulated timelines as per Income Tax Act, the Buyer shall be liable to pay penalty as per provisions of IncomeTaxAct, 1961.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Buyer, 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 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 the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Buyer 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 Buyer shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Buyer subsequent to the signing of this Agreement, it shall be the sole responsibility of the Buyer 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 Buyer and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Buyer only when the necessary payment is received from the Buyer's account.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Buyer authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Buyer against the Unit, if any, in his/her name and the Buyer undertakes notto object/demand/directthePromoter to adjust his payments in any manner.

5. TIME IS OF ESSENCE

5.1 Time is of essence for the Promoter as well as the Buyer. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/Flat to the Buyer and the Common Areas to the Association after receiving the occupancy certificate or the completion certificate or both, as the case may be.Similarly, the Buyer shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Promoter as provided in this Agreement.

6. CONSTRUCTION OF THE PROJECT AND UNIT

6.1 The Buyer has seen all documents/ papers as available with the Promoter in relation to the Project, including but not limited to the title documents, building plans sanction and other approvals obtained from the Competent Authority and the present Agreement is being entered into by him after being fully satisfied about the rights, title

and interest possessed by the Promoter over the same and quality of construction at the Project and after having full knowledge of the Applicable Laws, to which the Promoter and/or the Project are or be subject to in future.

6.2 The Promoter agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may be imposed by the GNIDA or any other Competent Authority. The Promoter shall, before offer of possession of the Unit to the Buyer, obtain from the Competent Authority, the necessary occupation certificate in respect of the said Project, as may be required under the Applicable Laws.

6.3 The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities.

6.4 The Promoter may complete the Project in part and obtain part occupation certificates for the same as the Promoter may deem fit. The Buyer confirms and gives his specific consent to the same and shall not raise any objection in this regard. In such event if the Buyer is offered possession of the Unit in such completed part or portion of the Project/phase, the Promoter and/or its agents or contractors shall be entitled to carry on the remaining work including construction/ completion of Units or areas near/ adjacent to the Unit, including further and additional construction work in the Project including the part or portion where the Unit is situated, and if any inconvenience is caused to the Buyer due to such construction activity or incidental/ related activities during the said works or construction, the Buyer shall not object or make any claim (including for any damages) from the Promoter in this regard.

6.5 Until the Sub-Lease Deed or other appropriate deeds and documents in respect of all the Units in the Project Lands have been executed by the Promoter in favour of the prospective buyers and/or treating the common areas in the Project Lands in accordance with Applicable Law, the Promoter shall have control and authority in respect of all matters concerning the construction at the Project Lands, including with respect to the unsold units and the disposal thereof and the management and administration of the Project Lands. The Promoter shall always be entitled to sell, let, sublet, lease, give on leave and license, or under any arrangement to persons of its choice or to use, in such manner as it may deem fit, any of the unsold units and to receive consideration, however, subject to payment of all rates Taxes, cesses, assessments and outgoings in respect of such unsold units. However, it is clarified that the Promoter shall not be liable to pay any maintenance, subscriptions charges for any unsold or unoccupied Units.

6.6 The Promoter may, either by itself and/or its nominees/ associates/ affiliates also retain some units in the Project which may be subject to different terms of use, as may be permissible under law and the Buyer gives his unequivocal consent for the aforesaid.

6.7 The Buyer hereby consents to the Promoter dividing the basement into car parking spaces, store rooms, storage spaces and any other areas as may be decided by the Promoter.

7. POSSESSION OF THE UNIT

7.1 Schedule for possession of the said Unit - The Promoter agrees and understands that timely delivery of possession of the Unit to the Buyer and the Common Areas to the Association of Buyers, as the case may be, is the essence of the Agreement. The Promoter shall offer the possession of the Unit to the Buyer, after obtaining the occupation certificate for the said Phase 1 of the Project on or before , subject to the Buyer being in compliance of all its obligations under this Agreement including timely payments of amounts. Provided,

however, the Completion Time Period shall stand extended on account of (i) any Force Majeure events and/or (ii) reasons beyond the control of the Promoter and/or its agents and/or (iii) due to non- compliance on the part of the Buyer including on account of any default on the part of the Buyer.

7.2 Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Buyer agrees and confirms that, in the event it becomes impossible for the Promoter to implement the ProjecVphase due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Buyer the entire amount received by the Promoter from the allotment within the time period prescribed in the Prevalent Laws. The Promoter shall intimate the Buyer about such termination at least thirty days prior to such termination. After refund of the money paid by the Buyer, the Buyer agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.3 Procedure for taking Possession

7.3.1 The Promoter, upon obtaining the occupation certificate from the Competent Authority shall and the Buyer performing and fulfilling its obligations as mentioned in this Agreement, the Promoter shall issue a written notice **("Offer of Possession"),** to the Buyer to complete all the payments against the Unit take the possession of the Unit within (2) two months from the date of issuance of the "Offer of Possession" or within such further period as permissible under the Prevalent Laws.

7.3.2 The Parties shall execute the Sub-Lease deed within the timelines as prescribed under the Prevalent Laws.

7.3.3 The Buyer shall complete the following tasks within such period as mentioned in the Possession Notice issued by the Promoter:

(i) Pay to the Promoter the balance of the Total Price, together with all dues, outstanding and arrears thereto (if any) and Possession Charges &Additional Charges (if any);

(ii) stamp duty and registration charges for the Sub-Lease Deed to relevant authorities;

(iii) On demand pay to the Promoter legal cost, charges and expenses, including professional costs of advocates of the Promoter in connection with formation of the Association/ apex body and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering Sub-Lease Deed with respect to undivided proportionate title in the common areas in the Project in favour of the Association.

(iv) Execute necessary documents, declarations, indemnities, undertakings etc. as the Promoter may require;

The date on which the period specified in the Offer of Possession shall expire shall **bethe"Possession Notice Expiry Date".** The Buyer further agrees and acknowledges that the Promoter's obligation of delivering possession of the Unit shall come to an end on the **Possession Notice Expiry Date.** Once the Buyer does not take possession till the Possession Notice Expiry Date, the Buyer shall be deemed to have accepted the Unit, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Promoter, with respect to any item of work alleged not to have been carried out or completed.

7.3.4 The Buyer shall execute the Sub-Lease Deed with the Promoter in the format prescribed and get it duly stamped and registered with the Sub Registrar Greater Naida within such time period as permissible under the Act. All costs, charges, expenses etc. towards the said execution and registration of the Sub-Lease Deed

including but not limited to documentation, printing, stamp duty, registration and other miscellaneous expenditure that may be required for the same shall be borne and paid by the Buyer. In the event the Buyer fails to pay the said costs, charges, expenses etc. then the Promoter shall be entitled to postpone the execution and registration of Sub-Lease Deed and handover of possession of the Unit till the time Buyer pays all such costs, charges, expenses etc. In case Buyer fails to pay the said costs, charges, expenses etc. within the Possession Notice Expiry Date then the same shall be a Buyer's Event of Default under this Agreement and the Promoter shall be entitled to terminate this Agreement in terms of Clause 10.3(ii) hereof.

7.4 **Failure of Buyer to take Possession of Unit** - Upon receiving the Possession Notice from the Promoter, the Buyer shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the Buyer. Notwithstanding anything contained in the Agreement, in case the Buyer defaults to comply with its obligations as stated in the present agreement and/or fails to take over the possession of the Unit as stipulated in the Possession Notice, then the Buyer shall also be liable to pay to the Promoter holding charges of Rs. 100 (Rupees One Hundred only) per month per square meter **("Holding Charges")** of the Total Saleable Area for the period beyond three months till the actual date of possession and applicable maintenance charges towards upkeep and maintenance of the Common Areas and Facilities and Limited Common Areas and Facilities for the period of such delay, which shall be payable by the Buyer within the time period stipulated by the Promoter. During the period of said delay, the Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Buyer in relation to its deterioration in physical condition.

7.5 **Possession by the Buyer** - It is expressly agreed between the Parties that a" Fit-out-Period" of Ninety Days will commence from the date of execution of Sub Lease Deed. The said "Fit-out- Period" is in order to facilitate the Allottee(s) to communicate the exact date by which he/she/they or any of duly appointed attorneys will be taking physical possession of the Unit after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company, registration of sub-lease deed etc. The installation of sanitary-ware, wash-basin, kitchen sink, wooden flooring, hardware accessories, final touch of paint etc. will be done during the said "Fit- out-Period" only.

That in case Allottee(s) fails to take possession of Unit even after the expiry of three months from the date of Fit-out-Period, the booking of unit shall be treated as cancelled without any further notice and the amount received shall be refunded without any interest after forfeiting the Earnest Money and Non Refundable amount, the Buyer shall fully satisfy himself that the plumbing, electric, fixtures and fittings, locking devices, doors, windows, tiles and other items in the Unit are as per specifications stated in **Schedule IV** hereto or its equivalent and after doing so, shall acknowledge the same in writing to the Promoter.

7.6 **Cancellation by Buyer** - In the event, the Buyer intends to cancel/ withdraw his allotment in the Project, prior to receipt of Occupation certificate, without any fault of the Promoter then the Buyer shall give a prior written notice **("Notice")** of 60 (sixty) working days to the Promoter expressing his/her/its intention to terminate this Agreement. Upon receipt of Notice for termination of this Agreement, the Promoter shall be entitled to forfeit the Earnest Money along with the Non- Refundable Amount paid with respect to the Unit. The Promoter shall return 50% (fifty percent) of the balance amount of money paid by the Buyer after the execution of the deed of cancellation and within such the time period prescribed in the Prevalent Laws and the remaining 50% (fifty percent) of the balance amount on re allotment of the Unit or at the end of one year from the date of cancellation/ withdrawal by the Buyer, whichever is earlier. For getting refund of aforesaid amount, the Buyer shall have to execute and register the deed of cancellation or such other document ("Deed") within 15 (fifteen) days of the

date of cancellation, failing which the Promoter shall have the right to proceed for execution/ registration of the Deed with the appropriate Sub- Registrar, including as an authorized constituted attorney of the Buyer and the Buyer hereby acknowledges and confirms the same. The Buyer further confirms that any delay or default in execution/ registration of such Deed shall not prejudice the cancellation, the Promoter's right to forfeit the Booking Amount along with the Non-Refundable Amount and refund the balance to the Buyer and the Promoter's right to sell/transfer the Unit to any third party.

7.7 Except for occurrence of a (i) Force Majeure event, if the Promoter fails to complete or is unable to offer possession of the Unit on or before the Completion Time period; or for any other reason; the Promoter shall be liable, to pay the Buyer, Simple Interest@ 1 % per month on the total amount paid till date by the Buyer for every month of delay, till the offering the possession of the Unit to the Buyer. The Promoter and Buyer further agree to adjust the payable amount on account of delay against the final demand raised at the time of Offer of Possession against the Unit.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Buyer as follows:

(i) The Promoter has clear and marketable title with respect to the Total Lands except as stated in Clause 18 and has the requisite rights to carry out development upon the Total Lands and also has actual, physical and legal possession of the Total Lands for the implementation of the Project;

(ii) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be incompliance with all Applicable Laws in relation to the Project, said land, and unit and Common Areas and Facilities.

(iii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Buyer in the manner contemplated in this Agreement.

(iv) At the time of execution of the Sub-Lease deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Buyer and the Common Areas to the association of Buyers, as the case may be.

9. FORMATION OF ASSOCIATION

The Buyer understands and agrees that the Promoter may, as may be required under Applicable Laws, form

(i) Separate company/ condominium/ society/ association of apartment owners **("Association")** for Project and /or each phase in the Project;

(ii) or form a single Association forall the phases in the Project. Further, in case the Promoter forms separate Association for each of the phase in the Project, the Promoter may form an apex body over and above all Association. The Association shall adhere to their respective bye laws and guidelines as may be formulated by the Promoter in accordance with Applicable Laws. Further, the Association shall, independent of the other, manage and conduct the affairs relating to respective projects/land parcel and the rights, entitlements and obligations of the buyers with respect to the Common Area and Facilities. The Common Area and Facilities within the Project shall be transferred to the Association by the Promoter in accordance with Applicable laws upon obtaining occupation certificate. The Buyer shall also from time to time, be required by the Promoter or the Association, to sign and execute the application for membership and other papers, instruments and documents in this regard and return the same to the Promoter or Association within fifteen days from the same

being forwarded to the Buyer. The Buyer shall on demand pay to the Promoter legal cost, charges and expenses, including professional costs of advocates of the Promoter in connection with formation of the Association/ apex body and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering sub-lease deed with respect to undivided proportionate title in the common areas in the Project in favour of the Association. On the formation of Association, rights of the Buyer to the Common Areas and Facilities and Limited Common Areas and Facilities shall be regulated by the bye laws and other rules and regulations. The Promoter may become a member of the Association to the extent of all unsold and/or un-allotted premises, areas and spaces in the Project.

10. EVENTS OF DEFAULTS AND CONSEQUENCES

10.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide the offer of possession of Unit to the Buyer within the time period specified in the Prevalent Laws or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause, possession of Unit means Units for which occupation certificate, has been issued by the competent authority;

10.2 In case of Default by Promoter under the conditions listed above a non-defaulting buyer is entitled to be paid, by the Promoter, Interest, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Buyer within the time period prescribed under the Prevalent Laws.

10.3 The Buyer shall be considered under a condition of Default, on the occurrence of the following events **(Buyer's Event of Default):**

(i) In the event if the Buyer fails or neglects to make the payment of Installment(s) as per Payment Plan in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Buyer as mentioned in this Agreement on due dates, despite having being issued notice in this regard, the Buyer shall be liable to pay Interest@ 12% per annum (as defined in the definition clause) to the Promoter on the unpaid amount.

(ii) In case the default of the Buyer mentioned above continues for a period of 3 (three) consecutive months in-spite of the Promoter issuing notice to the Buyer in that regard, the Promoter shall be entitled, at its sole option, to terminate this Agreement and forfeit the Earnest Money along with the Non-Refundable Arnaunt.

(iii) In the event if the Buyer fails to comply with its obligations, terms, conditions as set out in this Agreement and fails to rectify the default within the aforesaid period of 90 days except for Clause 10.3(i), then the Promoter shall be entitled, at its sole option, to terminate this Agreement and forfeit Earnest Money along with the Non-Refundable Amount.

The Promoter shall intimate the Buyer about such termination at least 30 (thirty) days prior to such termination.

10.4 After the said forfeiture, the Promoter shall refund the balance amounts, if any, to the Buyer or to his banker/ financial institution, as the case may be, without any liabilities towards interest/ cost/ damages. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Promoter's right to forfeit various amounts paid/due from the Buyer subject to the provisions/limits as

prescribed under Applicable Laws and refund the balance to the Buyer and the Promoter's right to sell/transfer the Unit to any third party;

10.5 On and from the date of such termination on account of Buyer's Event of Default as mentioned herein above **('Termination Date"),** the Parties mutually agree that:

(i) The Buyer shall be left with no right, title, interest, claim, lien, authority whatsoever either in respect of the Unit or under this Agreement and the Promoter shall be released and discharged of all its liabilities and obligations under this Agreement. The Buyer acknowledges that the present clause shall survive the termination of the present agreement.

(ii) The Promoter shall be entitled, without any claim or interference of the Buyer, to convey, sell, transfer and/or assign the Unit in favour of third party(ies) or otherwise deal with it as the Promoter may deem fit and appropriate, in such a manner that this Agreement was never executed and without any claim of the Buyer to any sale proceeds of such conveyance, sale, transfer and/or assignment of the Unit in favour of third party(ies).

(iii) The said refund by the Promoter to the Buyer as stated in Clause 10.3 above, sent through cheque/ demand draft by registered post acknowledgement due or by courier at the address of the Buyer mentioned herein, shall be full and final satisfaction and settlement of all claims of the Buyer under this Agreement, irrespective of whether the Buyer accepts/ encashes the said cheque/ demand draft or not.

(iv) In the case of allotment of Unit in favour of multiple holders then, unless a duly executed instruction by all such holder(s) is provided to the Promoter at the time of termination, all payments/ refund to be made by the Promoter to the Buyer under the terms of this Agreement upon termination, shall be made to the first mentioned Buyer, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint holders/allottee(s)

11. TRANSFER

11.1 Only After payment of the Total Cost of Property by the Buyer, the Buyer may transfer his rights, title and interest in the Unit under this Agreement to any third person/ entity provided the Buyer is in compliance of all terms and conditions of this Agreement. Any such transfer/ assignment/ nomination by the Buyer shall be subject to Applicable Laws, notifications/ Governmental directions; the Buyer submitting documentary proof as may be required by the Promoter; payment of the monies due and payable by the Buyer under this Agreement; and payment of applicable administrative fee of upto 4% of the Total Cost of The Property as per the prevailing price list at the time of transfer. The Buyerunderstands that the Promoter may grant or refuse permission,and if so, granted the same shall be subject to the conditions/ compliances as may be required to be fulfilled by the Buyer. However, there shall be administrative charges of Rs 51,000/- (Rupees Fifty-One Thousand Only) are payable if the transfer/ assignment is proposed to be made in favour of a blood relative of the Buyer including spouse, provided in such case, the Buyer submits documentary proof as may be required by Promoter. However, any charges with respect to the registration/amendment/transfer payable to the authority shall be borne by the Buyer alone.

11.2 On such transfer recorded / endorsed by the Promoter, Buyer along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Promoter, to abide by all the terms and conditions of this Agreement. The Buyer shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.

11.3 The Buyer has understood and agrees to comply with the terms and conditions of the transfer of the Unit as set forth in this Clause 11 of this Agreement and has understood his rights, obligations and liabilities in respect thereto. The Buyer agrees to abide by all the Applicable Laws which are applicable or will be applicable to the jurisdiction in general and to said Project including the Unit in particular.

12. MAINTENANCE OF THE SAID UNIT/ PROJECT

12.1 The Promoter on its own or through a third party engaged by it 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 Buyers as per Applicable Laws.

12.2 The Buyer is aware that the Project requires proper and periodic maintenance and upkeep and unless the Project including its Common Areas and Facilities and Limited Common Areas and Facilities are maintained in proper form with neat and clean environs, the full utility of the Project cannot be availed by the users/ occupants. It is for these, amongst other reasons, that the Buyer has agreed to purchase the Unit on the specific understanding that the right to use Common Areas and Facilities shall be subject to payment of maintenance charges by him, amongst other charges, as determined by the Promoter or the Association. The Promoter/ Association, for the purposes of carrying out such maintenance services at the Project, may employ/ hire a maintenance agency **("Maintenance Agency")** appointed for the said purposes. The Buyer agrees to comply with all rules, regulations, directions etc. framed by Promoter/ Association/ Maintenance Agency and/or under the Applicable Laws with regard to provision of maintenance services in the Project.

12.3 The Buyer hereby accepts that the provisions of such maintenance services and use and access to the Common Areas and Facilities and Limited Common Areas and Facilities in the Project shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc. **("Maintenance Charges")** to the Association or Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Buyer under this Agreement. The rates of maintenance and service charges shall be fixed by the Association or the Maintenance Agency, as the case may be, keeping the prices of commodities, services, wages, official levies, fees(s), Taxes, water and electricity charges, diesel consumption charges etc. prevalent at that point of time. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned in case the Buyer fails to pay the Maintenance Charges, to the Promoter/Maintenance Agency/ Association as the case may be, the Promoter /Maintenance Agency/ Association as the case may be, shall be entitled to adjust the arrears of Maintenance Charges fromthe interest free maintenance security as mentioned in schedule VI.

12.4 The Buyer acknowledges that Advance Maintenance Charge (calculated at an estimated rate) for a period of 02 (two) years from the Completion Time Period will be part of Possession Charges for the Unit. Further, if the RWN AOA is not formed within 02(two) years from the Completion Time Period, the Promoter shall be entitled to collect from the Buyers amount equal to the amount of maintenance 10 (ten)% in lieu of price escalation for the purpose of maintenance for next 1 (one) year and so on. On and from the Possession Notice Expiry Date or the date of execution of the Sub-Lease Deed, whichever is earlier, the Buyer shall pay Advance Maintenance Charges as part of Possession Charges.

12.5 That as and when any plant, machinery, equipment etc. within the Project including but not limited to lifts, DG sets, electric substation, pumps, firefighting equipment, etc. requires replacement, up gradation, addition etc. the cost thereof shall be contributed by all the buyers/ occupants of the Units at the Project on pro-rata basis

(i.e., in proportion to the Total Area of the Unit to the total area of all the units in the Project).

12.6 The Buyer agrees and understands that certain Units at the Project have attached to the same exclusive areas, balconies, lawn, terrace etc. which are intended to be sold/ conveyed along with the said Units only. The Buyer having agreed to purchase the Unit as per the floor plans provided in **Schedule** Ill and specifications of the Unit as detailed in **Schedule IV** shall not raise a demand or claim upon the Promoter to provide any other areas, balconies, terrace etc. which do not form part of the description and specifications of the Unit being subject matter of this Agreement nor object or interfere with the enjoyment of such areas, balconies, terrace etc. by the respective Unit owners.

13. DEFECT LIABILITY

13.1 If the Buyer brings to the notice of the Promoter any structural defect or any other defect in workmanship, quality or provision of services in the Unit within the time period as specified under the Prevalent Laws by the Buyer from the date of handing over possession or the date of obligation of the Promoter to offer possession to the Buyer, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within such time period prescribed under Prevalent Laws. However, Parties agree and confirm that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the Unit or defective material being used or regarding workmanship, quality or provision of service. Additionally, the Promoter shall not be liable including but not limited to/of the following:

(i) structural defects caused or attributable to the Buyer including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose;

(ii) structural defects caused by accidental breaking offire or any kind of explosion of gas cylinder etc.;

(iii) structural defects induced by force majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.;

(iv) structural defects occurring in the Unit or unit that has undergone unauthorised civil renovations by the Buyer.

13.2 After the Completion Time Period, any damage due to wear and tear of whatsoever nature iscaused tothereto (save and except the defects as mentioned in Clause 13.1 above) the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Buyer/s and the Buyer/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

14. RIGHT TO ENTER THE APARTMENT/ PROJECT FOR REPAIRS

14.1 The Promoter/Maintenance Agency *I*Association and their representatives, surveyors, architects, agents etc. shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Buyer agrees to permit the Association of Buyers and/or Maintenance Agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14.2 The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project and any common rights of ways with the authority to grant such rights to the Buyer and/or other allottees at the Project (present and future) at all times and the right of access to the Project for the purpose of installing, repairing, maintaining and inspecting

the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, etc. situated at the Project Lands and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project and if necessary to connect the drains, pipes, cables etc. under, over or along the Project appurtenant to each and every building to be constructed at the Project without in any way obstructing or causing nuisance to the ingress and egress of the Buyer/ other occupants of the Units constructed at the Project. Further, in case of exigency situations like fire, short circuits, leakages on the floor above or below or adjacent etc. of the Unit, the Buyer authorize/s the Promoter and/ or Maintenance Agency to break open the doors/windows of the Unit and enter into the Unit to prevent any further damage to the other apartments in the Project. In such a case, the Promoter and/ or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Buyer on account of entry to the Unit as aforesaid and he Buyer hereby expressly consents to the same.

15. 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, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Buyer shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Buyers formed by the Buyers for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

The Buyer represents, undertakes, confirms, and warrants to the Promoter as under -

16.1 The Buyer shall from the Possession Notice Expiry Date or the date of execution of the Sub- Lease Deed, whichever is earlier, be liable to bear all costs and expenses to keep the Unit in a good and tenantable state and condition. The Buyer shall carry out, at his own cost and expenses, all internal repairs to the Unit and maintain the same and not do or suffer to be done anything in or to the Unit or in the Project which may be against the rules, regulations and bye laws of the Association or the Competent Authority. In the event the Buyer is guilty of any act or omission in contravention of this provision, the Buyer shall be responsible and liable for the breach and also for the consequential lossor damage, to the Promoter or Association or the Competent Authority, as the case may be.

16.2 The Buyer shall use the Unit as per the provisions of this Agreement, and bye laws of the Association and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other Units in the Project nor for any illegal or immoral purposes.

16.3 The Buyer shall neither cause or cause to be done any structural changes or alteration to the superstructure, floor, ceiling, walls, beams, columns, shear walls, construction of boundary wall around the P-line of the Unit etc. nor remove any walls or change the position of the doors and windows, increase the area of the Unit whether temporary or of a permanent nature. The Buyer shall also not change the colour scheme of the outer or paintings of the exterior side of the doors and windows etc. of the Unit. The Buyer shall, with the prior written consent of the Promoter, be at liberty to fix safety grills on the windows of the Unit, of such design as the Promoter may specify (so as to obtain uniformity of design in the Project). In the event such written consent has not been obtained by the Buyer or there is a deviation from the specifications prescribed by the Promoter; the Promoter shall be entitled to remove, at the cost and risk of the Buyer, all such grills which may have been fixed

at the Unit together with any decorations, alterations, additions or improvements in the Unit made by the Buyer in contravention to the provisions of this Agreement. The Buyer shall not fix or erect sun screens or weather shades, whether temporary or permanent, on the exterior of the said Unit in any manner whatsoever. The Buyer agrees and confirms that in the event the Buyer takes any such steps as stated in this sub clause the same shall be at the sole responsibility, risk and consequence of the Buyer and the Buyer shall indemnify the Promoter towards all losses, damages that may be suffered or costs, charges, fines etc., that may have to incurred by the Promoter.

16.4 The Buyer hereby declare/s, agree/sand confirm/s that the monies paid/payable by the Buyer under this Agreement towards the Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively **"Money Laundering Regulations").** The Buyer further declare/s and authorize/s the Promoter to give personal information of the Buyer to any statutory authority as may be required from time to time. The Buyer further agree/sand confirm/s that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoter shall at its sole discretion be entitled to terminate this Agreement. Upon such termination the Buyer shall not have any right, title or interest in the Unit neither have any claim/demand against the Promoter, which the Buyer hereby unequivocally agree/sand confirm/s. In the event of such termination, the monies paid by the Buyer shall be refunded by the Promoter to the Buyer in accordance with the terms of this Agreement only after the Buyer furnishing to the Promoter a no-objection/ consent letter from the statutory authorities permitting such refund of the amounts to the Buyer.

16.5 The Buyer shall neither encroach upon the Common Areas and Facilities and Limited Common Areas and Facilities, passages, corridors or interfere with the amenities and services available for common use in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.

16.6 The Buyer shall not be entitled to install its personal/ individual generator(s) for providing power back up to the Unit.

16.7 The Buyer shall not store in the Unit or bring into the Project any goods or articles of hazardous,combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project or which is objected to by the Promoter or the Association. If any damage is caused to the Unit, Common Areas and Facilities, Limited Common Areas and Facilities orto the Project on account of any act, negligence or default on part of the Buyer or his employees, agents, servants, guests, or invitees, the Buyer shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoter or the Association or Maintenance Agency, as the case may be, whose decision in this regard shall be final and binding on the Buyer.

16.8 The Buyer shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the Common Area and Facilities or any portion of the Project.

16.9 The Buyer shall not (i) undertake any act, deed or thing; or (ii) cause anything to be done; which may on its own or have the effect of, sub-dividing (directly or indirectly) the Unit or land underneath or lands forming part of Common Areas and Facilities and the Limited Common Areas and Facilities.

16.10 The Project shall always be known as **"The Rivulet"** and this name shall not be changed by anyone including the Buyer or his lessees/ occupant(s) / transferee(s) / assignee(s) /Association etc. However, the name of the Project may be changed at the sole discretion of the Promoter and the Buyer shall not be entitled to raise any objection/hindrance on the same.

16.11 The Buyer agrees and confirms that the present Agreement and the payment made hereunder do not create or bring into existence any lien/ encumbrance over the Unit in favour of the Buyer against the Promoter other than rights and interests as contemplated under this Agreement. Further, the Buyer agrees that he shall not, without the written approval of the Promoter, create any encumbrance, mortgage, charge, lien, on the Unit, by way of sale, agreement of sale, lease, license, loan, finance agreement, other arrangement or by creation of any third-party interest whatsoever, till the date of execution and registration of the Sub-Lease Deed in his favour by the Promoter. However, the Buyer may, for the purpose of facilitating the payment of the Cost of Property and any other amounts payable under this Agreement apply for and obtain financial assistance from banks/financial institution after obtaining prior written permission from the Promoter. The Buyer may enter into such arrangements/ agreements with third parties, as may be required, which may involve creation of a future right, title, interest, mortgage, charge or lien on the Unit only when the ownership/ title in the same is conveyed/ transferred in his favour by virtue of execution and registration of the Sub-Lease Deed. Any such arrangement/ agreement shall be entered into by the Buyer at his sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter may issue the permission/ NOC as may be required by the banks/ financial institution subject however, that the Promoter shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Buyer may obtain from such bank/ financial institution. The Buyer shall, at the time of grant of permission or NOC by the Promoter, furnish an undertaking/ declaration to the Promoter to indemnify the Promoter for all costs, expenses, injuries, damages etc. which the Promoter may suffer for any breach/ default that may be committed by the Buyer to the third party(ies) /banks/financial institution.

In this regard, the Promoter may at the request of Buyer, enter into a tripartite agreement with the Buyer's banker/ financial institution to facilitate the Buyer to obtain the loan from such bank/ financial institution for purchase of the said Unit. The Buyer hereby agrees that the Promoter shall be entitled to terminate this Agreement at the request of the Buyer's banker/ financial institution in the event of any breach of the terms and conditions under the loan agreement/ tripartite agreement committed by the Buyer.

16.12 The Buyer shall not put up any name or sign board, neon sign, publicity or advertisement material within or outside the Unit, in the Common Areas and Facilities, the Limited and Common Areas and Facilities within the Project or on the external fac;ade of the Project. However, the Buyer may affix name plates/ name boards only at the designated areas and of such sizes as may be previously approved in writing by the Promoter or the Association, as the case may be. The Buyer agrees to obtain a prior written approval from the Promoter or the Association, as the case may be, in respect of format, type, design, size, colour, material and lettering of the aforesaid sign board/ name plates, etc.

16.13 From the Possession Notice Expiry Date or the date of execution of the Sub-Lease Deed, whichever is earlier, and till the time each such Unit in the Project is not separately assessed, the Buyer agrees to pay on demand all Taxes, charges, dues, demands etc. and/or any enhancement thereof whether leviable now or in future, on the Project, as the case may be, in proportion to the Total Area of the Unit. Such apportionment of the Taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Promoter or the Association, as the case may be, and the same shall be conclusive, final and binding upon the Buyer.

16.14 The Buyer hereby agrees and undertakes to be a member of the Association to be formed of all the unit owners in the Project and to sign and execute the application for registration, other papers and documents, pay necessary membership fees, legal charges etc. necessary for the formation of and registration of such Association. The Buyer shall observe and perform all the rules, regulations of the Association that may be specified in detail under the bye laws of the Association, including but not limited to the following:

(i) The entrances in the Project shall not be obstructed or used for any purpose other than ingress to and egress from the Unit;

(ii) The Buyer shall not make or permit any disturbing noises in the Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other buyers/ occupants. The Buyer shall not use any loud speaker in the Unit which shall disturb or annoy other buyer I occupants in the Project;

(iii) Water-closets and other water apparatus in the Project shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Buyer if found to be in default;

(iv) No bird or animal shall be kept or harboured in the Common Areas and Facilities and the Limited Areas and Facilities in the Project. In no event shall dogs and other pets be permitted in any other part of the Project unless they are accompanied by someone;

(v) No television aerial shall be attached to or hung from the exterior of the said Unit;

(vi) Garbage and refuse from the said Unit shall be deposited in such place only in the Project and at such time and in such manner as the Promoter/ Association/ Maintenance Agency may direct;

(vii) The Buyer undertakes not to park his vehicles outside the Unit or any other area not specifically designated for his use as car parking. No vehicle belonging to a Buyer or to a family member, guest, tenant, employee of the Buyer shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Project.

The Buyer shall adhere to the rules and regulations mentioned at (i) to (vii) herein above and such further rules and regulations as may be made out by the Promoter from time to time. The Buyer shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other out-goings as may be demanded or called upon by the Association or Maintenance Agency, as the case maybe.

16.15 In case of termination of this Agreement, all documents executed/ received by the Buyer(s) in furtherance thereto shall stand terminated for all intents and purposes and the Buyer(s) shall return all documents (in original) to the Promoter.

16.16 The Cost of Property is exclusive of the statutory deposits to be made by Promoter to Competent Authorities towards electricity, water and other facilities at the Project. The same shall be payable by the Buyer on a pro-rata basis as and when demanded by Promoter/ Competent Authority.

16.17 The Buyer further confirms having sought detailed explanations and clarifications from the Promoter and that the Promoter has readily provided such explanations and clarifications and after giving careful consideration to all facts terms conditions and representations made by the Promoter, the Buyer herein has signed this Agreement and has paid the money(ies) hereunder being fully conscious of his liabilities and obligations.

16.18 The Buyer hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement/ communications and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification and/or services or cannot

be construed as the same. The Buyer has/have not relied on the same for his/her/their/its decision to acquire the Unit in the Project.

16.19 The Buyer acknowledges(s), agree(s) and undertake(s) that the Buyer shall neither hold the Promoter or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/ offer(s) made by any third party to the Buyer nor make any claims/demands on the Promoter or any of its sister concerns/ affiliates with respect thereto.

16.20 The Buyer shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Buyers and/or Maintenance Agency appointed by Association of Buyers. The Buyer shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16.21 The Buyer agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Unit by concerned authorities due to non-payment by the Buyer or any other apartment/flat purchaser of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments.

16.22 Save and except the information/ disclosure contained herein the Buyer confirm/sand undertake/snot to make any claim against Promoter or seek cancellation of the Unit or refund of the monies paid by the Buyer by reason of anything contained in other information/ disclosure not forming part of this Agreement including but not limited to publicity material/ advertisement published in any form or in any channel.

16.23 The Buyer hereby consents that the Promoter may and shall always continue to have the right to place/erect hoarding/son the Project, of such nature and in such form as the Promoter may deem fit and the Promoter shall deal with such hoarding spaces as its sole discretion until conveyance to the Association and the Buyer agree/s not to dispute or object to the same. The Promoter shall not be liable to pay any fees/ charges to the Association for placing/ putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Promoter and/or by the transferee (if any).

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 CompetentAuthority(ies) and disclosed, except for as provided in the Act.

The Buyer understands that the Promoter is developing the Project Lands in phased manner. As such the total FAR on the Total Lands may be allocated by the Promoter to each phase at its sole discretion, which may or may not correspond to land area comprised in the said relevant phase, the Buyer has understood the same and undertakes not to raise any dispute in this regard. The Buyer agrees and understands that if the FAR is increased by the Competent Authority beyond the current applicable FAR, the Promoter shall have the exclusive right and ownership on the additional FAR. The Promoter shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings on the Total Lands as per the approvals granted by the Competent Authorities and as per Applicable Laws. The Buyer further agrees and confirms that any such additional construction shall be the sole property of the Promoter, which the Promoter shall be entitled to dispose of in any manner it chooses. The Buyer shall give its consent as required under the Applicable Law. All FAR at any time available in respect of the Project Land or any part thereof shall always belong absolutely to

the Promoter, till the time the development of the entire Project as contemplated by the Promoter is completed by the Promoter and building(s) / Land is conveyed to the Association/ apex body/ apex bodies in the manner set out herein below.

18. MORTGAGE OR CHARGE

The Buyer acknowledges that the Promoter may avail construction finance from Bank/ NBFC/ FI for the Project and the receivables along with the Project Land from the Project will be hypothecated for the same. The said mortgage or charge shall not affect the right and interest of the Buyer who has taken or agreed to take on sub-lease the present Unit and NOC shall be provided as and when required.

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

The Promoter has assured the Buyers that the Project in its entirety is in accordance with the provisions of the Apartment Ownership Act or any other Prevalent Laws.

20. BINDING EFFECT

Forwarding this Agreement to the Buyer by the Promoter does not create a binding obligation on the part of the Promoter or the Buyer until, firstly, the Buyer 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 Buyer and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Buyer(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Buyer and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Buyer for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Buyer, the present allotment shall be treated as cancelled/ withdrawn by the Buyer and refund of amount shall be dealt in terms of the Application form signed by the Buyer.

The applicable stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for execution and registration of this Agreement and Sub-Lease Deed in respect of the said Unit and sub-lease of undivided proportionate title in common area in favour of the Association shall be borne and paid by the Buyer as and when demanded by the Promoter. The proportionate share of stamp duty and registration fee, as may be applicable, for formation of the Association; and any additional stamp duty and registration charges, in the event the same becoming payable due to change or interpretation of Applicable Law, notification, order etc. including the stamp duty and registration fee which may be demanded by the Competent Authority due to under valuation of stamp, shall be borne and payable by the Buyer as and when demanded by the Promoter.

21. ENTIRE AGREEMENT:

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement supersedes the Application and the Allotment Letter issued by the Promoter. The Buyer hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Promoter and/or its agents to the Buyer and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Buyer in any manner to enter into this Agreement. This Agreement may only be amended through written consent of the Parties.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON BUYER/ SUBSEQUENT BUYERS:

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

23. WAIVER NOT A LIMITATION TO ENFORCE:

23.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Buyer 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 Buyer that exercise of discretion by the Promoter in the case of one Buyer shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Buyers.

23.2 The failure of any non-defaulting Party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of the non-defaulting Party. The Parties acknowledge that a waiver of any term or provision hereof can only be given by a written notice issued on that particular occasion by the non-defaulting Party to the Party in default.

24. SEVERABILITY:

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void shall, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alters the terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

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

Wherever in this Agreement it is stipulated that the Buyer has to make any payment, in common with other Buyer(s) in Project, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the Project or the phase as the case may be.

26. FURTHER ASSURANCES

The Buyer 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.

27. REPRESENTATIONS BY THIRD PARTIES

The Buyer acknowledges(s), agree(s) and undertake(s) that the Buyer shall neither hold the Promoter or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Buyer nor make any claims/demands on the Promoter or any of its sister concerns/ affiliates with respect thereto.

28. PLACE OF EXECUTION

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Registered Office, and after the Agreement is duly executed by the Buyer and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Greater Naida.

29. NOTICES:

That all notices to be served on the Buyer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Buyer by Courier/Registered Post/E-mail at their respective addresses mentioned herein above.

It shall be the duty of the Buyer to inform the Promoter of any change in address subsequent to the execution of this Agreement in the above address by a written request failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Buyer, as the case may be.

30. JOINT BUYERS

That in case there are Joint Buyers all communications shall be sent by the Promoter to the Buyer 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 Buyers.

31. 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 laws of India for the time being in force and the courts at Delhi will have the jurisdiction for this Agreement. Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of the Act and the Rules and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

32. INDEMNITY

The Buyer undertakes to indemnify and keep the Promoter, its nominees and its officers/employees harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs **("Claims")** which may be faced, suffered, inflicted or incurred by the Promoter as consequence of breach of any of the terms and condition of this Agreement as also of any of its representations or warranties not being found to be true at any point of time or any other act or omission on the part of the Buyer or on the part of his/her/its/their personnel and/or representatives. It is agreed that the Buyer shall be responsible for the failure to comply with the obligations herein or for the occurrence of any Hazard within the Unit due to the Buyer's wilful misconduct and/or negligence. In such an event, the Buyer shall keep and hold the Promoter fully indemnified for the quantum of loss, penalty caused or borne by the Promoter, claims or demands raised on the Promoter due to such willful misconduct and/or negligence on the part of the Buyer.

33. RIGHT TO TRANSFER BY THE PROMOTER

The Promoter may sell, assign, mortgage or otherwise deal with or dispose of all their rights, titles and interests in the total Lands or Project or Group Housing Complex or any part thereof to third party(ies) as may be permitted under the Applicable Laws.

In addition to the above, the Promoter reserves the right to assign/ transfer all or any of its rights and obligations

in respect of the Project in favour of any group company or associate company or a subsidiary company or an **LLP** or a special purpose vehicle to be formed/ formed for the purpose of the execution of the Project in accordance with Applicable Laws. With effect from such date of assignment, all the letters and correspondence exchanged with the Buyer including the monies paid there under shall automatically stand transferred in the name of such new company/entity without any alterations in the original terms and conditions. The Buyer has no objection to the same and shall continue to perform all his obligations towards such new company/entity in accordance with the terms hereof.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sub-lease in the presence of attesting witness, signing as such on the place and date first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Please affix a latest colour photograph and sign across the photograph DO NOT STAPLE	Please affix a latest colour photograph and sign across the photograph DO NOT STAPLE	Please affix a latest colour photograph and sign across the photograph DO NOT STAPLE
(1st Applicant)	(2nd Applicant)	(Promoter)

Witnesses:

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

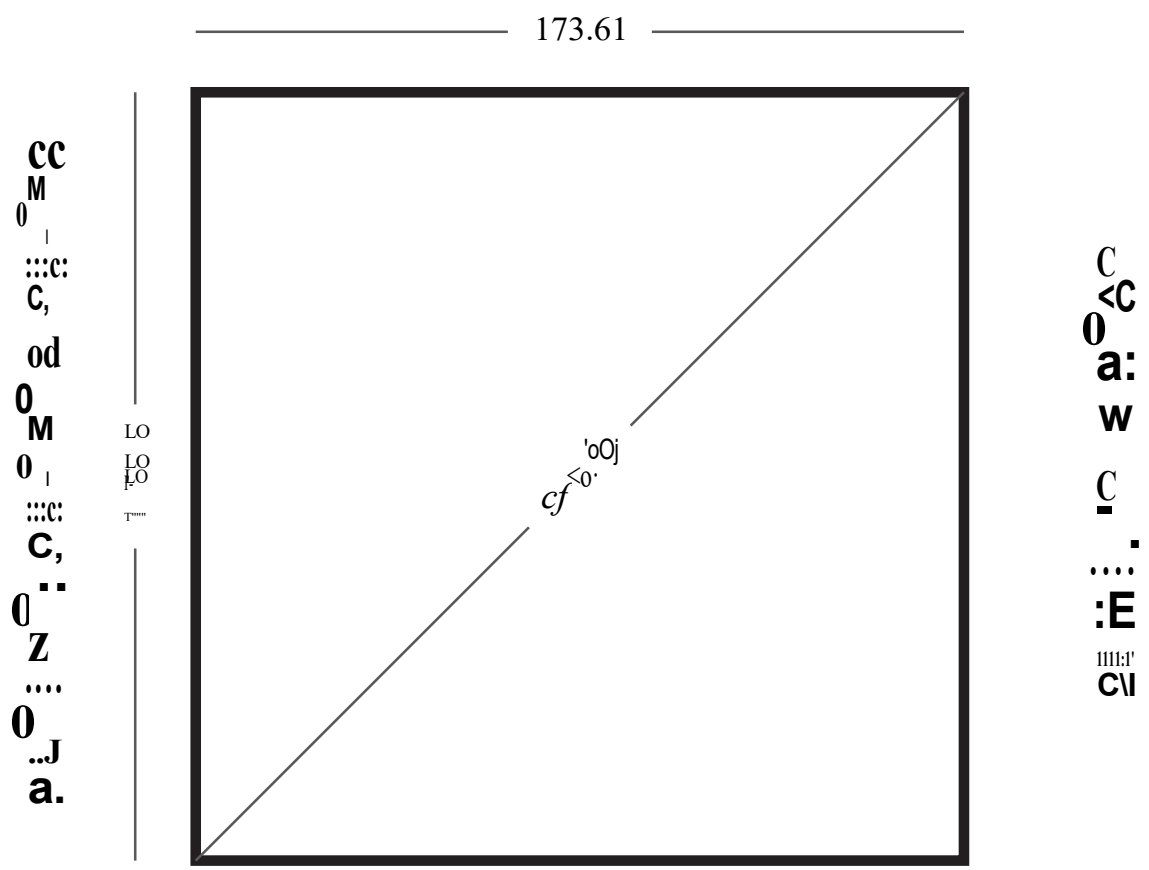
2. Name ..... Address ..... Signature _____

(First/Sole Applicant)	(Second Applicant)	(Promoter)

Schedule -1

TOTAL LANDS

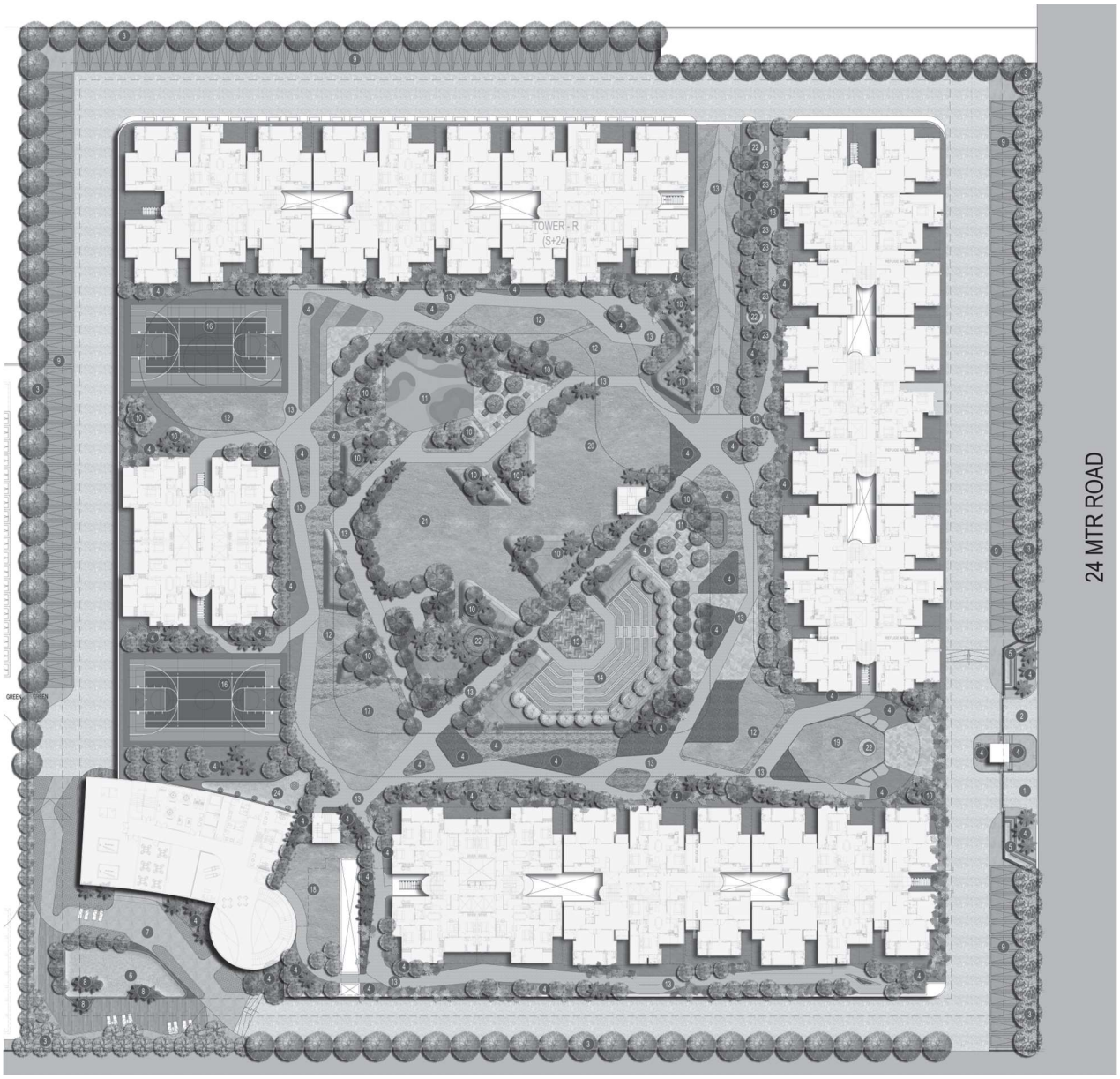
PLOT NO: GH-04A



(First/Sole Applicant) (Second Applicant) (Promoter)

Schedule - II

LAYOUT PLAN OF THE PHASE



LEGENDS

1. ENTRY
2. EXIT
3. DRIVEWAY
4. PARKING
5. ENTRANCE WATER FEATURE
6. TOWER DROP OFF
7. PATHWAY UPTO PODIUM
8. JOGGING TRACK
9. SWIMMING POOL
10. POOL DECK
11. CELEBRATION LAWN
12. TRANQUIL PAVILION
13. YOUTH PLAZA
14. KIDS BUTTERFLY GARDEN
15. KIDS PLAY AREA
16. MOUND
17. HERB GARDEN
18. OUTDOOR GYM
19. CONTEMPLATION PAVILION
20. YOGA MEDITATION LAWN
21. CENTRAL LAWN
22. AMPHITHEATRE
23. MULTIPURPOSE COURT

(First/Sole Applicant) (Second Applicant) (Promoter)

Schedule - Ill
FLOOR PLANS

(First/Sole Applicant) (Second Applicant) (Promoter)

Schedule - IV
SPECIFICATIONS OF THE UNIT

STRUCTURE

- Earthquake resistant RCC structure in Aluminium Formwork.

LIVING & DINING AREA

- Finished walls & ceiling with OBD in pleasing shades
- Vitrified tiles flooring (600 x 600)
- Provision for DTH connection/ ONT (Optical Fibre)

BEDROOMS

- Wooden Textured Tiles (600 x 600) flooring in Master Bedroom.
- Vitrified tiles flooring (600 x 600) in other Bedrooms.
- Finished walls & ceiling with OBD in pleasing shades.

KITCHEN

- Granite working top with stainless steel sink.
- Designer ceramic tiles upto 600mm (2') above working counter.
- Finished walls & ceiling with OBD in pleasing shades.
- Vitrified tile (600 x 600) flooring.

TOILETS

- Ceramic tiles (300 x 450) on walls up to door level.
- Anti-skid ceramic tiles (300 x 300) flooring.
- White sanitary ware with WC, CP fittings and mirror in all the toilets.

DOORS AND WINDOWS

- External Doors and windows in Aluminium Powder coated or UPVC.
- Seasoned Hardwood frames (Height: 2450mm) for all internal frames and laminated Door shutter.

FLOOR TO FLOOR HEIGHT

- 3100mm

Schedule -V

COMMON AREAS AND FACILITIES/ LIMITED COMMON AREA & FACILITIES OF THE PROJECT

S.No.	NAME OF THE COMMON AREAS & FACILITIES	ITS DESCRIPTION / AREA
1.	The parcel of land described in paragraph First of this Deed.	20,000.00 Sq.m.
2.	Basement (if any) (as shown in Exhibit 'A' attached hereto)	Parking And Services Detailed In Respective Heads
3.	Facilities in the basement	Parking, STP, UGT, Lt Panel, Swd Plant
4.	Parking facilities (as shown in Exhibit 'A' attached hereto)	Detailed In Annexure-E
5.	Facilities on the ground floor (as shown in Exhibit 'A' attached hereto)	
(i)	Garden lawns /Landscaped Area/ open Gym	8,504.00 Sq.m.
(ii)	Children playing area	382.00 Sq.m.
(iii)	Swimming Pool i/c deck and pp room	307.00 Sq.m.
(iv)	Community Hall	20.93 Sq.m.
(v)	Multipurpose court	325.00 Sq.m.
(vi)	Meter Room/Guard room/LT panel	200.50 Sq.m.
(vii)	SW disposal facilityNisitor toilet	58.52 Sq.m.
(viii)	Community Building Except Community Hall	1497.51 Sq.m.
(ix)	Any other facility Visitors toilet	64.07 Sq.m.
6.	Common areas & facilities located throughout the building (as shown in Exhibit 'A')	
(i)	Elevator	29 Nos.
(ii)	Area of shaft(s)/ Common areas/ staircase area	Phase-I is 11,418.95 Sq.m. Phase-II is 6,898.88 Sq.m. Total Area is 18,317.83 Sq.m.
(iii)	Elevator shaft extends from basement up to Top Floor	Upto Top Floor
(iv)	No. of stairway 'A', which lead from the ground floor to the roof of the building	21 Nos.
(v)	No. of stairway 'B' (if any), which lead from the open court to the floor basement.	2 Nos. (Area: 48.02 Sq.m.)
(vi)	Ramps	2 Nos. (1 to Basement and 1 to Podium) Area: 691.36 Sq.m.
(vii)	No. of water tank(s)	Underground Tank for Domestic & Fire-fighting. 7 Towers each with 1 No. Domestic and 1 no. Fire Fighting. UGT =669.64 Sq.m. and STP=425.47 Sq.m.
(viii)	Elevator pent-house with corresponding elevator equipment located on the roof of the building.	Machine Room Less Elevator
(ix)	Plumbering network throughout the building	As Per Design
(x)	Electric wiring net-work throughout the building	As Per Design
(xi)	Necessary light(s)	As Per Design
(xii)	Telephone(s)	As Per Design
(xiii)	Public water connection(s)	From Greater Noida Authority
(xiv)	Foundations and main walls, columns, girders, beams and roofs of the building	RCC Raft Foundation, Columns, Slab and Beams in RCC of Designed Grade
(xv)	Tank(s)	As Per Design
(xvi)	Pump(s)	
(xvii)	Motor(s)	

(First/Sole Applicant) (Second Applicant) (Promoter)

Schedule -V

COMMON AREAS AND FACILITIES/ LIMITED COMMON AREA & FACILITIES OF THE PROJECT

S.No.	NAME OF THE COMMON AREAS & FACILITIES	ITS DESCRIPTION / AREA
(xviii)	Fans	Exhaust Fans in Lifts, Axial Fans for Ventilation of Basement
(xix)	Firefighting Equipment(s)	As Per Design
(xx)	Compressor(s)	-N.A.-
(xxi)	Duct(s)	-N.A.-
(xxii)	Central Air Conditioning Equipment(s)	-N.A.-
(xxiii)	Heating Equipment	-N.A.-
(xxiv)	General all apparatus & installation existing for common use	-N.A.-

"LIMITED COMMON AREAS & FACILITIES" (AS DEFINED IN THE ACT AND SHOWN IN EXHIBIT 'A')		
1.	Parking	Basement Parking: 24,274.60 sq.m. (Phase-I+ Phase-II) Stilt Parking : 18,513.30 sq.m. (Phase-I+ Phase-II) Open Parking : 1668.13 sq.m. (Phase-I+ Phase-II)
	Terrace and Lawns attached to apartments	Phase-I is 490.50 Sq.m. and Phase-II is 319.50 Sq.m.
	Community Facilities	Nil

Pis Note: The undivided interest in the 'Limited common areas and facilities shall not be separated from the apartment to which they pertain and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

"INDEPENDENT AREAS" (AS DEFINED IN S.3 (P) OF THE ACT		
1.	Parking	Nil
2.	Servant Quarter	Nil
3.	Club with Independent Access	Nil
4.	Convenient Shops	1,049.621 Sq.m.
5.	Store/ Unused Basement	-N.A.-
6.	Terrace attached to an apartment. *(if applicable)*	Nil

Note: Section 3(p) of the Act has defined the term "Independent Area" which means the areas which have been declared but not included as *common areas for joint use of apartments and may be sold by the promoter without the interference of other apartment owners.*

(First/Sole Applicant) (Second Applicant) (Promoter)

Schedule -VI
UNIT COST ESTIMATION & PAYMENT SCHEDULE

* Other Charges towards Power Back Up, Fire Fighting, Administrative Charges, Site Infrastructure.

** All Taxes, duties, Cess, (whether applicable/payable now or become applicable/payable in future) including but not limited to TDS and/or goods and services tax (GST), land under construction tax, and/or all other direct/indirect taxes/duties, impositions applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies as applicable in respect of the Apartment, will be charged at actual, in addition to above and are subject to revision as may be levied by the government.

Advance maintenance Charge are mentioned at an estimated rate. The actual maintenance charges will be calculated at the prevalent rate at the time of offer of possession.

The Buyer acknowledges that all the discounts as provided to the customer at the time of the Application Form have been proportionately apportioned in the price towards Carpet Area and Exclusive area of the Unit in the present pricing sheet.

(First/Sole Applicant) (Second Applicant) (Promoter)

Schedule - VII
LIST OF APPROVALS

APPROVAL	NUMBER	DATE
Possession Certificate	PROP/BRS/2016/711	20/05/2016
Approved Map	SCR-15478 OT 27/01/2023	03/02/2023
Fire NOC	UPFS/2022/62807/GBN/17750/JD	11/05/2022
NOC from Airport Authority of India	SAFD/NORTH/B/122022/732555	02/01/2023
Structure Certificate (IIT Roorkee)	CED-6430/22-23	17/10/2022

Other Declarations:

That the aforesaid building has a total floor/covered area of 1,76,204.4 Sq.m. (PHASE-I = 1,06,501.30 Sq.m. and PHASE-II = 69,703.11 Sq.m.) on all floors, of which 99,426.60 Sq.m. (PHASE-I = 61,909.50 Sq.m. and PHASE-II = 37,517.10 Sq.m.) will constitute the apartments and remaining 31,511.75 Sq.m. (PHASE-I= 19,621.27 Sq.m. and PHASE-II = 11,890.48 Sq.m.) will constitute the 'common areas and facilities' and 45,266.03 Sq.m. (PHASE-I = 24,970.50 Sq.m. and PHASE-II= 20,295.53 Sq.m.) constitute 'limited common areas and facilities'

PI Note : Covered area is based on Covered area as given in RERA Guidelines. It excludes external walls and balconies and terraces.

(First/Sole Applicant) (Second Applicant) (Promoter)

Endorsements

(First/Sole Applicant) (Second Applicant) (Promoter)

(First/Sole Applicant) (Second Applicant) (Promoter)

(First/Sole Applicant) (Second Applicant) (Promoter)