

AGREEMENT FOR LEASE

This Agreement for Lease ("**Agreement**") executed on this [▪] day of [▪], 2022 at Noida, Gautam Budh Nagar, Uttar Pradesh:

BY AND BETWEEN

Noida Cyber Park Pvt. Ltd. a company incorporated under the provisions of the Companies Act, 1956, having its registered office address at DGL006, Ground Floor, DLF Galleria, Mayur Vihar, Phase-I, New Delhi represented by its authorized signatory [▪] (Aadhar no. [▪]) duly authorized vide board resolution dated [▪] (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, executors, representatives and permitted assigns);

AND

[If the Allottee(s) is an Individual]

Mr./Ms. [▪], (Aadhar No. [▪]) son/ daughter of [▪], aged about [▪], residing at [▪], (PAN No. [▪]), and Mr. /Ms. [▪], (Aadhar No. [▪]) son/ daughter of [▪] aged about [▪], residing at [▪], (PAN No. [▪]) (hereinafter called the "**Allottee(s)**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee(s) is a Partnership]

[▪], a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [▪], (PAN No. [▪]), represented by its authorized partner [▪], (Aadhar No. [▪]) authorized vide [▪], (hereinafter referred to as the "**Allottee(s)**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/ her/ their assigns).

[OR]

[If the Allottee(s) is a Company]

[▪], (CIN No. [▪]) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [▪], (PAN No. [▪]), represented by its authorized signatory [▪] (Aadhar No. [▪]) duly authorized vide board resolution dated [▪] (hereinafter referred to as the "**Allottee(s)**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns).

[OR]

[If the Allottee(s) is a HUF]

Mr. [▪], (Aadhar No. [▪]) son of [▪] aged about [▪] for self and as the Karta of the Hindu Joint Mitakshara Family known as [▪] HUF, having its place of business / residence at [▪], (PAN No. [▪]) (hereinafter referred to as the "**Allottee(s)**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[Please insert details of other allottee(s), in case of more than one allottee]

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

For the purpose of this Agreement:

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

DEFINITIONS:

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

- (i) **"Act"** mean the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (ii) **"Authority"** means Uttar Pradesh Real Estate Regulatory Authority;
- (iii) **"Common Areas, Amenities and Facilities of the Project"** shall mean such common areas, amenities, facilities, equipment and spaces in the Project and more particularly detailed in **Schedule G** attached hereto.
- (iv) **"Non-Refundable Amount"** shall collectively mean (i) interest on any overdue payments; (ii) brokerage paid by the Promoter to the broker; (iii) Taxes paid by Promoter to the statutory authorities; (iv) stamp duty and registration charges to be paid on this Agreement, deed of cancellation of this Agreement; and (v) development charges, charges for additional compensation payable to NOIDA, lease rent and any other pass through charges which are collected from the Allottee(s) and are paid to NOIDA or any other governmental authority.
- (v) **"Rules"** means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended from time to time under the Act;
- (vi) **"Regulations"** means the Regulations made under the Act;
- (vii) **"Section"** means a section of the Act;
- (viii) **"Taxes"** means Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called imposed by the competent authority in future; and

WHEREAS:

- A. Vide lease deed dated April 26, 2006 bearing Book no. I, Volume no. 733, at pages 1/38 on 4767 to 4768 in the office of Sub Registrar I, Noida- G.B Nagar (U.P), Noida Cyber Park Pvt. Ltd. a company incorporated under the provisions of the Companies Act, 1956, having its registered office address at DGL006, Ground Floor, DLF Galleria, Mayur Vihar, Phase-I, New Delhi ("NCPL") acquired the entire leasehold rights of institutional land bearing plot no. 28 and 29, Block No. C, Sector-62, Noida, admeasuring 44099.25 sq. mtrs. ("Demised Plot") along with all rights, title, interest, privileges, easements and obligations thereto.
- B. The Demised Plot is earmarked for the purpose of building an IT/ITES/Commercial Complex, comprising of retail shops, office and commercial space, etc., and the said project shall be known as [▪] ("**Project**").
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Demised Plot on which the Project is to be constructed;
- D. The Promoter has represented that it has obtained building plans of the Project vide letter dated April 01, 2022 from the New Okhla Industrial Development Authority ("**NOIDA**"). The Promoter agrees and undertakes that it shall not make any changes to this building plan except under requirement of any applicable law and in strict compliance with Section 14 of the Act.

- E. The Promoter has registered the Project with the Uttar Pradesh Real Estate Regulatory Authority ("**Authority**") under the provisions of the Act on [▪] under registration no. [▪].
- F. The Allottee(s) had applied for allotment of an IT/ITES office/Commercial Unit in the Project by way of application no. [▪] dated [▪] and has paid a sum of Rs. [●] ("**Booking Amount**") towards booking of an office space in the Project. Subsequently, the Allottee(s) has been allotted unit no. [▪] having carpet area [▪] square feet and built-up area [▪] square feet, type [▪] on [▪] floor [tower/ block/ building] no. [▪] ("**Building**") as permissible under the applicable law and of pro rata share in the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G** (hereinafter referred to as the "**Unit**" more particularly described in **Schedule A** and the floor plan of the Unit is annexed hereto and marked as **Schedule B**).
- G. The Allottee(s) has inspected the site where the Project is proposed to be constructed along with the documents referred in Recital A and B along with other related documents and hereby acknowledges that the Promoter has readily provided all information and clarifications as required. Further, the Allottee(s) is satisfied about the right, entitlement and interest of the Promoter in the Demised Plot and is also content with the authority an entitlement of the Promoter to sub-lease the Unit and receive the Total Price (*as defined hereunder*).
- H. The Allottee(s) has also inspected and verified all available approvals/permissions, including the approved layout plan and/ or building plan, the sanctioned plans, specifications applicable to the Project as available in the office of the Promoter.
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Allottee(s) has relied solely on his personal judgment in deciding to enter into this Agreement and to purchase the Unit.
- J. 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.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sub-lease and the Allottee(s) hereby agrees to acquire the Unit.

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

1. TERMS.

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sub-lease to the Allottee(s) and the Allottee(s) hereby agrees to take on sub-lease, the Unit, more particularly described in **Schedule A** and the floor plan of the Unit is annexed hereto and marked as **Schedule B**.
- 1.2 The Total Price for the Unit based on the carpet area is Rs. [▪]/- (Rupees [▪] only) ("**Total Price**") the details of which are mentioned in **Schedule C** hereto.

Block/Building/Tower no. [▪] unit no. [▪] Type [▪] Floor [▪]	Rate of Unit per square feet
Carpet Area (sq. ft.)	[▪]

Super Area (sq. ft.)	[▪]
Covered Area (sq. ft.) (Built Up Area)	[▪]
Basic Price (on the basis of Carpet Area)	[▪]
Preferential Location Charges (PLC)	[▪]
GST	
Total price (in Rupees)	[▪]
Other Charges <i>(To be decided and charged at the time of offer of possession)</i>	

- (i) The Total Price above includes the Booking Amount paid by the Allottee(s) to the Promoter towards the Unit.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, and Cess or any other similar taxes which may be levied and if applicable as per prevailing norms, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Unit to the Allottee(s) and Common Areas, Amenities and Facilities of the Project to the association of allottee(s) or the competent authority or the maintenance agency, as the case may be, after obtaining the occupancy certificate:

Provided that in case there is any change / modification in the Taxes or additional taxes are imposed, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced based on such change / modification;

Provided further that if there is any increase in the Taxes 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- (iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in Clause 1.2 above and the Allottee(s) shall make payment demanded by the Promoter within the time and the manner as specified herein. In addition, the Promoter shall provide to the Allottee(s) the details of the Taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective. Non-payment of the amounts demanded by the Promoter on the designated timelines shall constitute a default under this Agreement and liable to consequence as mentioned herein.
- (iv) The Total Price of the Unit includes recovery of price of land, construction of not only the Unit but also the pro rata share in the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G**, development charges, infrastructure augmentation charges, Taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Project, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project.
- (v) Any increase/decrease/fresh levy imposed by competent authority (including the NOIDA.) hereafter shall be to the account of Allottee(s) on pro-rata basis who shall pay the same to the Promoter on demand. Provision to this effect shall also be incorporated in the sub-lease deed to be executed by the Promoter in favour of the Allottee(s) which shall be binding upon the Allottee(s).

1.3 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, under this Agreement. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authority (including the NOIDA.), etc., the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges, Taxes, etc., 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule D** ("**Payment Plan**"). The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee(s) by discounting such early payments @ [●] % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee(s) by the Promoter unless agreed upon by the Allottee(s).
- 1.5 It is agreed that the Promoter shall not make any additions and alterations in the building plans, and specifications and the nature of fixtures, fittings and amenities described herein at **Scheduled 'E'** and **Schedule 'F'** in respect of the Unit and the Building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities.
- 1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area of the Unit shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area, which is more than 3% of the carpet area of the Unit allotted to Allottee, then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area, which is not more than 3% of the carpet area of the Unit allotted to Allottee, the Promoter shall demand such excess money from the Allottee(s) as per the next milestone of the Payment Plan as provided in **Schedule D**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.7 Subject to terms of this Agreement, the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Unit as mentioned below:
 - (i) The Allottee(s) shall have exclusive ownership of leasehold rights of the Unit;
 - (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas Amenities and Facilities of the Project as detailed in **Schedule G**. Since the share / interest of Allottee(s) in the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G** is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G** along with other occupants, users, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the undivided proportionate limited usage right in the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G** to the association of Allottee(s) or the maintenance agency after duly obtaining the occupancy certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the Unit includes recovery of price of land, construction of not only the Unit but also the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G**, development charges, Taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Project, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Project.
- 1.8 The Promoter has made it specifically clear to the Allottee(s), that the computation of the Total Price does not include or cover (i) cost of running, maintenance and operation of Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G** and Common Areas, Amenities and Facilities reserved for the Allottee(s) as detailed in **Schedule G**; or (ii) any rights and interest over the un-allotted Commercial Units in the

Project; or (iii) any rights over areas reserved/ restricted for any other allottee/user/sub-lessee at the Project; or (iv) any area forming part of the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G**,

1.9 The Allottee(s), by giving prior intimation of a week, has the right to visit the Project site on any working day to assess the extent of development of the Project and the Unit. The Allottee(s) shall be bound to follow and observe the health and safety guidelines/procedures stipulated by the Promoter and/ or its maintenance agency.

1.10 It is made clear by the Promoter and the Allottee(s) agrees that the Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Demised Plot and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s), namely sewage and water supply lines, generally as may be available. It is however clarified that the charges for such shared area facilities will be charged by the Promoter to the Allottee(s), as part of the maintenance charges.

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottee(s) (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee(s) understands that the provision of the parking in the common parking area in the Project is provided by the Promoter/ its maintenance agency/ its nominee on "park and pay" basis. The Allottee(s) undertakes to park its vehicles only in the dedicated parking areas allotted to the Allottee, and not anywhere else in Project.

1.12 The Allottee(s) has paid the Booking Amount and other/construction-linked installments, if any, being part payment towards the Total Price of the Unit at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan as detailed in Schedule D, within the time and in the manner specified therein. Provided that if the Allottee(s) delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

1.13 The Allottee(s) may, for the purpose of facilitating the payment of the Total Price obtain financial assistance from bank(s)/financial institution(s) after obtaining prior written permission from Promoter. Any such arrangement / agreement shall be entered into by the Allottee(s) at his sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or loan from any bank/financial institution, Promoter may issue the permission / NOC as may be required by the banks / financial institution subject however, that Promoter shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Allottee(s) may obtain from such bank/ financial institution. The Allottee(s) shall keep the Promoter indemnified from all costs, expenses, injuries, damages etc. which the Promoter may suffer for any breach / default that may be committed by the Allottee(s) to the third party(ies) / banks/ financial institution. In this regard, the Promoter may at the request of Allottee(s), enter into a tripartite agreement with the Allottee's banker / financial institution to facilitate the Allottee(s) to obtain the loan from such bank / financial institution for purchase of Unit. The Allottee(s) hereby agrees that the Promoter shall be entitled to cancel this Agreement at the request of the Allottee's banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Allottee(s). Further, any refusal/ delay by any bank/ financial institution in granting financial assistance and/ or disbursement of loan or any subsequent installment, on any ground whatsoever, shall not entitle the Allottee(s) to use it as an excuse for delay or defaulting in making any payment of installment(s) which have fallen due and any such delay or default in making

payment of the installment, as per the Payment Plan shall make the Allottee(s) liable to pay the stipulated interest as time is of essence of this Agreement. Further, in case the Allottee(s) seeks cancellation of his allotment on the above mentioned ground, the Promoter will refund the money paid by the Allottee(s) in the same manner as provided under Clause 7.5 of this Agreement.

- 1.14 This Unit is allotted by the Promoter with the belief that all the rules and policies as laid down by the appropriate governmental authorities have been complied with. In case however, at subsequent stage if the status of the Project is adversely affected by any action, directions or the orders of the governmental authorities which may also adversely affect the title of this Unit then the Promoter shall not be liable to pay for any damages to the Allottee; and in such a situation the money deposited by the Allottee(s) with the Promoter shall be refunded by the Promoter, subject to deduction of Non-Refundable Amount. Upon refund of the said amount, the Allottee(s) shall not have any other claim against the Promoter for damages, interest or allotment.
- 1.15 That the Allottee(s) has fully satisfied himself/herself with respect to the soundness of construction, conditions and descriptions of all fixtures and fittings installed and/or provided therein and also the common amenities and passages, appurtenant to the said Unit and also the nature, scope and extent of the undivided benefit of interest in Common Areas, Amenities and Facilities reserved for the Allottee(s) as detailed in **Schedule G** and the interest, right and entitlement of the Promoter in the Demised Plot on which the Unit will be constructed and has further understood all limitations and obligations in respect thereof and no more investigation is required by the Allottee(s) in this respect.
- 1.16 The Allottee(s) agrees and acknowledges that the rights under and in relation to the un-allotted Commercial Units in the Project including the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G**, shall vest solely with the Promoter. It is hereby clarified that the Promoter shall have the sole right and authority to deal with the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G** in any manner as it may deem fit, however, the same shall not restrict or hinder the rights of the Allottee(s) under this Agreement.
- 1.17 The Promoter shall have the exclusive right to either itself or through its nominee(s) or a third party to identify the tenants/ lessees for first lease of the Unit; and the Allottee(s) shall sign the sub-lease deed with such tenant/ lessee identified by the Promoter at the cost and expenses of the Allottee(s); and any such cost and expenses for the capital expenditure for leasing of the Unit shall be solely borne by the Allottee(s). Further, the Allottee(s) shall also execute all such authorizations, power of attorneys in favour of the Promoter or its nominee(s) as may be required by the Promoter/ its nominee(s) to execute the sub-lease deed.

2. MODE OF PAYMENT.

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan as mentioned in Schedule D through A/c Payee cheque/demand draft or online payment (as applicable) in favour of [▪] payable at [▪].
- 2.2 The Allottee(s) shall comply with the provisions of the Income Tax Act, 1961, and shall accordingly deduct applicable tax deduction at source and deposit the same with the concerned authorities within the stipulated time period. The Allottee(s) shall submit the TDS Certificate certifying the deposit of tax with the competent authority not later than 30 (thirty) days from the date due for payment. The Allottee(s) shall be solely responsible for any non-compliance with the provision as stated above and in such an event, the Promoter shall be entitled to recover the same from the Allottee(s) together with any other costs/penalties as may be incurred by the Promoter.
- 2.3 For all payments, the date of clearance of the demand draft/ pay order/cheque shall be taken as the date of payment. In the event any cheque is dis-honoured by the bank for any reason whatsoever, then the same shall be treated as Allottee(s)'s Event of Default as defined under this Agreement and the Promoter may at his/ its option be entitled to exercise the recourse available thereunder. Further, the Promoter may, at his/ its sole discretion, without prejudice

to his/ its other rights, charge cheque dis-honour (i.e. bounce) charges of [Rs. [•]/- (Rupees [•] Only)] or any other amount as may be notified from time to time, with applicable taxes per event of dishonor/ bouncing and such other charges/ taxes as may be levied by the bank in respect of the same from time to time besides interest for the delayed payments and direct the Allottee (s) to issue demand drafts to the Promoter for all the future payments of the Total Price in accordance with the Payment Plan. The Allottee(s) confirms that payment of the aforesaid dis-honour charges shall be in addition to the liability of the Allottee(s) of payment of interest on the delayed payments as per the terms of this Agreement.

- 2.4 The Allottee (s) shall be issued an acknowledgement receipt by the Promoter against the demand draft/ cheque issued by the Allottee (s) subject to the clearance of the said demand draft/ cheque. The receipt of the payment shall be issued by the Promoter in the name of the Allottee(s), irrespective of the fact that payment is being made by any other person or from any other account of any third party, on behalf of the Allottee(s).
- 2.5 The Allottee(s) further understands and agrees that except as specifically expressed under this Agreement, the Promoter is not required to send reminder/ notices to the Allottee(s) in respect of the payment obligations and other obligations of the Allottee(s) as set out in this Agreement to be met by the Allottee(s) and the Allottee(s) is required to adhere to the timelines and comply with all his/ her obligations on his/ her own.
- 2.6 Without prejudice to the other rights of the Promoter hereunder, the Allottee(s) shall not be entitled to transfer his/ her rights under this Agreement, in any manner whatsoever, without making full payment of all due amounts payable by the Allottee(s) as on such date, under this Agreement, to the Promoter. The right under this clause 2 shall be in addition to any other right available to the Promoter under this Agreement and or any applicable laws.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES.

- 3.1 The Allottee(s), 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 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/lease/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable laws. The Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS.

The Allottee(s) authorizes the Promoter without further consent to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee(s) against the Unit, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any manner otherwise than as decided by the Promoter. The Allottee(s) further agree, understand and confirm that all payments made by the Allottee(s)

shall first be adjusted towards outstanding interest, then statutory charges, thereafter towards principal outstanding from the Total Price and thereafter towards any other charges or dues.

5. TIME IS ESSENCE.

- 5.1 The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Allottee(s) and the Common Areas, Amenities and Facilities of the Project to the association of the allottee(s) or the competent authority or the maintenance agency, as the case may be, subject to the Allottee(s) completing the formalities as per the terms of this Agreement; complying with the representations, warranties and covenants under this Agreement and making payments as per the Payment Plan and other dues as payable by the Allottee(s) in a time bound manner.
- 5.2 Similarly, the Allottee(s) agree that time is essence with respect to payment of Total Price and other charges, deposits and amounts payable by the Allottee(s) as per this Agreement and/or as demanded by the Promoter from time to time and also to perform/observe all the other obligations of the Allottee(s) under this Agreement. The Promoter is not under any obligation to send any reminders for the payments to be made by the Allottee(s) as per the schedule of Payment Plan and for the payments to be made as per demand by the Promoter or other obligations to be performed by the Allottee(s).

6. CONSTRUCTION OF THE PROJECT/ UNIT.

- 6.1 The Allottee(s) has seen, verified and has satisfied himself/ herself with the building plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said building plans, floor plans and specifications, amenities and facilities. The Allottee(s) confirms and acknowledges that he/ she is not in anyway influenced and/ or relied on any advertisements, offerings, brochures, or any type of promotion material by the Promoter or his/ its nominated persons/ assignees/ channel partners/ brokers, and has willingly and after due inspection, physical verification of the Project site as well as verification of the above and all approvals related to the Project, has agreed to enter into this Agreement.
- 6.2 Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the NOIDA and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act and/or as otherwise agreed herein, and breach of this term by the Promoter shall constitute a material breach of the Agreement.
- 6.3 The Allottee(s) agree and confirm that Project, where the Allottee(s) has been allotted his/her Unit is a self-contained independent commercial complex. The Allottee(s) hereby agrees that the Promoter is free to integrate the infrastructure including but not limited to connect the electric, water, sanitary, power back up, air-conditioning, drainage fittings on the future and additional construction/development with the existing infrastructure in the overall interest of the Project and that of the Allottee(s).
- 6.4 The Allottee(s) understands and agrees that the Promoter shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc., however, it is understood that the external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, drainage lines, roads, electricity, and other such integral services are to be provided by the appropriate government and/ or the local authorities and the Promoter is dependent on the appropriate government for providing such external linkage and the Promoter shall bear no responsibility for such unfinished work. It is further clarified and the Allottee(s) agrees and acknowledges that in the event the appropriate government fails to provide the external linkages for water lines, sewer lines, electrical lines by the time the Promoter offers possession of the Unit to the Allottee(s), the Promoter shall make arrangements for water supply through private sources, and electricity supply through DG sets, the charges for

which shall be proportionately payable by all Allottee(s), which shall be calculated on the basis of actual cost plus applicable taxes thereon.

- 6.5 Further to as stated in Clause 6.1 herein, the Allottee(s), has agreed that any additional FAR received/receivable under the bye-laws and provisions prescribed under any applicable law will be usable by the Promoter as applicable on the entire or any part of the Demised Plot without any further consultation/approval, provided the same does not alter the size of the Unit or its dimensions or its floor and location.

7. POSSESSION OF THE UNIT.

- 7.1 **Schedule for possession of the Unit:** The Promoter agrees and understands that timely delivery of possession of the Unit and the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G** to the association of allottee(s) or the competent authority or to the maintenance agency, as the case may be, is the essence of the Agreement. The Promoter, based on the approved building plans and specifications, assures to hand over possession of the Unit along with ready and complete Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G** with all specifications, amenities and facilities on [•], unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project or delay in Government clearances, environment, NGT, issue of occupancy certificate & court injunction(s) without any fault of and beyond the control of the Promoter ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of such possession of the Unit provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount in the proportion received by the Promoter from the allotment, subject to deduction of Non Refundable Amount, within 45 days from that date. The promoter shall intimate the Allottee(s) about such termination at least 30 days prior to such termination. After refund of the money paid by the Allottee, the Allottee(s) 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.

The Allottee(s) further confirms and undertakes that, it shall bring to the notice of the Promoter any deficiency in relation to the workmanship/ quality or services provided by the Promoter in the Unit as mentioned in the **Schedule D**, within a period of [•] days from the date of taking possession of the Unit. The Allottee(s) understands that due to the changes made by the Allottee(s) in the Unit, the Promoter will not be in a position to carry out any rectification work, unless the same is brought to the notice of the Promoter in the aforesaid period. The Unit shall be sold to the Allottee(s) as per the agreed specifications as mentioned in **Schedule D** and there shall be no obligation, whatsoever on the part of the Promoter to repair, renovate, improvise or to do anything concerning the Unit, in any manner.

- 7.2 **Procedure for taking possession:** Upon obtaining the occupancy certificate from the competent authority, the Promoter shall offer in writing possession of the Unit to the Allottee(s) to be taken within 3 months from the date of issue of occupancy certificate. The Allottee(s), after taking such possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottee(s)/maintenance agency, as the case may be after the issuance of the occupancy certificate for the Project. The Promoter shall hand over the occupancy certificate of the Unit to the Allottee(s) at the time of sub lease of the same for the un-expired period of the Transfer Deed.

The Allottee(s) further confirms and acknowledges that under no circumstances, shall the possession of the Unit be offered to the Allottee(s) and the Allottee (s) shall not be entitled to the possession of the Unit and enforce the timelines of completion of the Project on the Promoter, unless and until the full payment of the Total Price and any other charges and dues payable under this Agreement have been remitted to the Promoter and all obligations undertaken under this Agreement more specifically as listed below, have been fulfilled by the Allottee (s) to the complete satisfaction of the Promoter:

- (i) All payment as per the Payment Plan or as may become due to the Promoter from time to time with respect to the said Unit;
- (ii) All other payment, dues, charges, etc., agreed to be paid by the Allottee(s) under this Agreement;
- (iii) Stamp Duty, registration charges and any other incidental charges or dues required to be paid for due execution and registration of the sub lease deed;
- (iv) Maintenance charges, holding charges payable by the Allottee(s) to the Promoter from the due date of possession mentioned in the letter for offer of possession as per Clause 7.2, till the actual date of hand over of possession; and
- (v) Execution of all documents of assurance as may be prescribed by the Promoter to better enforce the obligations of the Allottee (s) hereunder including the affidavits, undertakings, indemnity bonds, etc.

Fulfilment of the aforesaid conditions shall be a condition precedent for offer of possession of the Unit to the Allottee (s) and subsequent execution and registration of sub lease deed. Refusal to fulfil any of the conditions listed above by the Allottee (s) shall be treated as Allottee(s) event of default as mentioned in this Agreement and the Promoter may at his/ its option be entitled to exercise the recourse available thereunder.

7.3 Failure of Allottee(s) to take possession of Unit: Upon receiving a written intimation from the Promoter and fulfillment of the conditions as per Clause 7.2 above, the Allottee(s) shall take such possession of the Unit from the Promoter by executing the sub lease deed, and the Promoter shall give such possession of the Unit to the Allottee(s). In case the Allottee(s) fails to take such possession within the time provided in Clause 7.2 or fails to complete any of the conditions listed in Clause 7.2 above, such Allottee(s) shall continue to be liable to pay maintenance charges as specified in Clause 7.2 along with holding charges as may be determined by the Promoter and applicable municipal and other taxes, if any.

7.4 Possession by the Allottee: After obtaining the occupancy certificate and handing over such possession of the Unit to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G**, to the association of the allottee(s) or the competent authority or the maintenance agency, as the case may be, as per the local laws. Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G**, to the association of allottee(s) or the competent authority or the maintenance agency, as the case may be, within 30 days after obtaining the occupancy certificate.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the 10% of the Total Price of the Unit ("**Earnest Money**") paid by the Allottee(s) along with Non-Refundable Amount. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within 45 days of such cancellation.

7.6 Compensation: The Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the Demised Plot, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being enforce.

7.7 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration of the Project with the Authority under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received

by him in respect of the Unit, with interest at the rate specified in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due.

Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay, till the handing over of such possession of the Unit which shall be paid by the Promoter to the Allottee(s) within 45 days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER.

The Promoter hereby represents and warrants to the Allottee(s) as follows:

- 8.1 The Promoter has absolute, clear and marketable leasehold rights with respect to the Demised Plot; the requisite rights to carry out development upon the Demised Plot and absolute, actual, physical and legal possession of the Demised Plot for undertaking construction and development of the Project;
- 8.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 8.3 The Project and /or the Demised Plot is mortgaged and the details of which are specified hereunder:

[•]
- 8.4 There are no litigations pending before any court of law or Authority with respect to the Demised Plot, Project or the Unit;
- 8.5 All approvals, licenses and permits issued by the competent authorities with respect to the construction and development of the Project, Demised Plot 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 in compliance with all applicable laws in relation to the construction and development of the Project, Demised Plot, Building and Unit and Common Areas, Amenities and Facilities of the Project and the and Common Areas, Amenities and Facilities of the Project;
- 8.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- 8.7 The Promoter has not entered into any agreement to lease/transfer and/or development agreement or any other agreement / arrangement with any person or party with respect to the Demised Plot, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- 8.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from sub-leasing the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- 8.9 At the time of execution of the sub lease deed of the said Unit, the Promoter shall handover lawful, vacant, peaceful, possession of the Unit to the Allottee(s) and the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G** to the association of the allottee(s) or the competent authority or the maintenance agency, as the case may be;
- 8.10 The Demised Plot and /or the Project is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the same;
- 8.11 The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other out goings, whatsoever, payable with respect to the Project to the competent authorities till the occupancy certificate has been issued and possession of Unit, or Building, as the case may be, along with Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G** has been handed over to the association of allottee(s) or the competent authority or the maintenance agency, as the case may be.

8.12 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Demised Plot and/or the Project.

8.13 Except the Common Areas, Amenities and Facilities of the Project, the Promoter reserves its right, title and interest in all the Common Areas, Amenities and Facilities of the Project and the Allottee(s) and/or the association of allottee(s) shall not have any right or claim over the same.

9. EVENTS OF DEFAULTS AND CONSEQUENCES.

9.1 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 ready to move in possession of the Unit to the Allottee(s) within the time period specified in Clause 7.1 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, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest at the rate prescribed in the Rules within 45 days of receiving the termination notice in the event of Default by the Promoter:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay till the offer of the possession of the Unit by the Promoter, which shall be paid by the Promoter to the Allottee(s) within 45 days of it becoming due.

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

- (i) In case the Allottee(s) fails to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard by the Promoter, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond 2 consecutive months, the Promoter may cancel the allotment of the Unit in favour of the Allottee(s) and refund the amount money paid to him by the Allottee(s) after deducting the Earnest Amount along with Non-Refundable Amount, and this Agreement shall thereupon stand terminated. Provided that the

Promoter shall intimate the Allottee(s) about such termination at least 30 days prior to such termination.

- 9.4 The termination stated above shall take effect upon the Promoter sending a notice in writing to the Allottee(s). Notwithstanding the same, the Allottee(s) shall be under obligation to sign and execute all documents that the Promoter may require the Allottee(s) to sign. The Allottee(s) undertakes to present himself/herself for surrender /cancellation of this Agreement, upon termination/cancellation of this Agreement/ as may be required under the applicable laws, at the office of the concerned sub-registrar of assurances. The Allottee(s) undertakes to pay applicable, registration charges, legal expenses and all other miscellaneous and incidental expenses for termination/cancellation of this Agreement. Refund of any amount by the Promoter to the Allottee(s) under this Agreement shall be subject to the Allottee(s) signing and registering such documents at the instance of the Promoter.
- 9.5 The Allottee(s) hereby irrevocably and unconditionally grants, agrees, undertakes and acknowledges the Promoter/ his/ its nominee as a power of attorney holder for the purposes of execution of the cancellation deed of this Agreement. In the event, the Allottee(s) fails to present himself/ herself and register the cancellation deed of this Agreement within the timeline communicated by the Promoter, then the Promoter or his/ its nominee shall as a power of attorney holder of the Allottee(s) have the right to execute and register such cancellation deed and will be entitled to allot the said Unit to any third party without any recourse to the Allottee(s).
- 9.6 The Promoter shall upon termination as aforesaid, refund the amount (as the case may be), either by way of (i) personal hand delivery of cheque(s) to the Allottee(s), or (ii) courier of cheque(s) to the Allottee(s) at the aforementioned address mentioned in this Agreement, or (iii) by any other means as the Promoter may deem fit. In the event Allottee(s) is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall place the balance refund amount in an interest free escrow account of a bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter's liability shall end on such date. Such refund shall be in the name of the Allottee(s) /lender (in case the Allottee(s) has procured a loan from a bank/ financial institution), as the case may be.
- 9.7 The Allottee(s) shall not have any right, title and/ or interest with respect to the Unit upon the cancellation and/or termination of the Agreement/allotment of the Unit as aforesaid and the Promoter shall be at liberty to re-allot/lease or otherwise deal with the Unit with any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, absolute and unfettered discretion think fit and proper and the Allottee(s) waives his/her right to raise any objection or dispute in this regard.
- 9.8 In case of termination of this Agreement for any reason, all documents executed/ received by the Allottee(s) in furtherance thereto shall stand terminated for all intents and purposes and the Allottee(s) shall return all documents (in original) to the Promoter.

10. SUB - LEASE OF THE UNIT.

- 10.1 The Promoter, on receipt of Total Price of the Unit as per Clause 1.2 under the Agreement from the Allottee(s) and such other amount as agreed to be paid hereunder by the Allottee(s), shall execute a sub-lease deed and transfer the leasehold rights of the Unit together with proportionate indivisible share in the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G** within 3 months from the issuance of the occupancy certificate, to the Allottee. However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the notice, the Allottee(s) authorizes the Promoter to withhold registration of the sub lease deed in his/her favour till the payment of all outstanding dues and stamp duty and registration charges to the Promoter is made by the Allottee(s). The Allottee(s) further agree and undertake to be present before the competent authorities for this purpose on the date(s) as may be communicated by the Promoter. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, the Registration Act, 1908 and/or other applicable

laws, including any actions taken or deficiencies / penalties imposed by the competent authority.

- 10.2 The Allottee(s) hereby agrees and acknowledges that in case the Promoter is willing to execute the sub lease deed in favour of the Allottee(s) within the prescribed period mentioned herein and the Allottee(s) fails to comply the above terms for execution of the sub lease deed, then the Promoter shall not be liable for any claim, loss, damage, cost, etc. reason to such default by the Allottee(s). Further, the Allottee(s) unconditionally agrees to indemnify and keep indemnified the Promoter from all losses, claims, penalty etc. arising from the aforesaid default of the Allottee(s).

11. ASSOCIATION.

- 11.1 The Allottee(s) agrees to join the association of allottee(s) *inter-alia* for the purpose of management and maintenance of the Project and sign and execute the membership application form and other documents, pay necessary membership fees, necessary for the formation /registration/joining of such association of allottee(s). No objection shall be made by the allottee(s) with respect to the same.
- 11.2 The management and maintenance of Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G** and Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G** will be transferred to the association of allottee(s).
- 11.3 It is however clarified that Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G** and the un-allotted Commercial Unit in the Project are not shall not be handed over to the association of allottee(s), and the Promoter is entitled to allot/transfer/lease on such terms and condition it deem fit.
- 11.4 The Allottee(s) shall on demand pay to the Promoter, legal cost, charges and expenses, including professional costs of advocates of the Promoter in connection with smooth functioning of the association of allottee(s) and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering agreement with respect to undivided proportionate title in the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G** in favour of the association of allottee(s). On the formation of association of allottee(s), rights of the Allottee(s) to the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G** shall be regulated by the bye laws and other rules and regulations. The Promoter shall become a member of the association to the extent of all unsold and/or un-allotted Commercial Units in the Project and the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G**.
- 11.5 The Allottee(s) shall observe and perform all the rules, regulations of the association of allottee(s) that may be specified in detail under the bye laws of the association of allottee(s).

12. MAINTENANCE OF THE SAID BUILDING /UNIT/ PROJECT.

- 12.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of the allottee(s) or by the maintenance agency upon the issuance of the occupancy certificate of the Project. The cost of such maintenance till the issuance of the occupancy certificate has been included in the Total Price of the Unit and is further subject to terms as mentioned herein. The Allottee(s) shall further be liable to pay advance maintenance charges of Rs. [●]/- (Rupees [●] only) to the Promoter/ maintenance agency/ association of allottee(s) before handing over possession of the Unit.
- 12.2 The Promoter/ its maintenance agency shall be responsible to provide and maintain essential services in the Project. The Allottee(s) acknowledges that if the association of allottee(s) fails to take over the maintenance services from the Promoter within the said period, the Promoter/ its maintenance agency shall run, operate and maintain the Project and shall be entitled to claim the entire cost of maintenance along with service charge @ [●] % and Taxes from the Allottee(s) at the time of his taking over possession.

- 12.3 The Allottee(s) shall enter into a separate Maintenance Agreement with the maintenance agency appointed or nominated by Promoter for the maintenance of the Common Areas, Amenities and Facilities of the Project, prior to the Allottee(s) taking possession of the Unit. It is agreed between the parties, that such Maintenance Agreement shall always be deemed to be integral part of this Agreement/ sub lease deed.
- 12.4 It is clarified, that the Allottee(s) shall be entitled to utilize the Common Areas, Amenities and Facilities of the Project on permissive usage basis subject to timely payment of maintenance charges and other charges and subject to adherence to the conditions and covenants mentioned in this Agreement and the maintenance agreement to be executed separately.
- 12.5 The Allottee(s) agrees not to cause any misuse/ damage of the Common Areas, Amenities and Facilities of the Project, fire and safety system, CCTV, structure and plumbing line, electrical mains and water supply etc.
- 12.6 The Allottee(s) shall not encroach upon or occupy or cover any open / covered area or any other area outside its Unit boundaries or any Common Areas, Amenities and Facilities of the Project under any circumstances whatsoever. In the event, of any breach of this clause, then Promoter shall be entitled to charge penalty as per the existing policies of the Project / Promoter.
- 12.7 It is clarified that the notwithstanding the payment of maintenance charges or handing over of the maintenance of the Project to the association of allottee(s), the Allottee(s) shall not have any right, title or interest in the Common Areas, Amenities and Facilities of the Project.
- 12.8 The Allottee(s) shall also be liable to pay the shared area facilities charges, which includes maintenance charges including the replacement charges, if any, in respect of shared areas and facilities like sewerage, water supply etc. for and in relation to the Project as per the conditions prescribed under the Transfer Deed. Such charges shall form part of the maintenance charges to be borne and paid by the Allottee(s).

13. DEFECT LIABILITY.

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of 5 years by the Allottee(s) from the date of issuance of occupancy certificate for the Project, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that, the Promoter shall not be liable for any defects that may have been induced by the Allottee(s), by means of carrying out any fit-out in the Unit or otherwise.

Any structural defect pointed by the Allottee(s) in the Unit shall be referred to a registered Architect or Engineer, as deputed by the Promoter and on the basis of the report of the said Architect or Engineer, it shall be concluded whether the defect stated by the Allottee(s) is the structural defect from the inception of the Unit or the same has occurred due to the acts attributable to the Allottee(s). Such report of the Architect or Engineer shall always be the conclusive document stating the defect liability.

14. RIGHT TO ENTER THE UNIT FOR REPAIRS.

The Promoter / maintenance agency /association of allottee(s) shall have rights of unrestricted access of all Common Areas, Amenities and Facilities of the Project (including the Common Areas, Amenities and Facilities reserved for the Allottee(s)), garages/covered parking's and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter and/or association of allottee(s) 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.

15. USAGE.

- 15.1 The Allottee(s) shall use the Unit only for commercial purposes for which it is allotted and in a manner that does not cause nuisance or annoyance to other occupants of the Project. Use of the Unit shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to any flooring, wall or ceiling of the Unit and/or to any unit above, below or adjacent to the Unit and/or anywhere in the Project and/or which in any manner interferes with and/or obstructs the use of the Common Areas of the Project.
- 15.2 **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, S.T.P, Garbage room, Ventilation room, AHU's, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottee(s) formed by the Allottee(s) for rendering maintenance services or as per operational guidelines of the maintenance agency.

16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT.

- 16.1 Subject to provisions of this Agreement, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Unit is not in any way damaged or jeopardized.
- 16.2 The Allottee(s) ensures and undertakes that all fit-outs/interior works done internally within the Unit shall not pose any nuisance to the other occupants/purchasers of the Project and also protect against fire, pollution or health hazards, noise, etc. in the Project.
- 16.3 The Allottee(s) shall use the Unit as per the provisions of this Agreement, and bye laws of the association of allottee(s) 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.
- 16.4 Allottee(s) shall, from the date of offer of possession of the Unit, be liable to bear all costs and expenses to keep the Unit in a good and tenantable and condition including structural maintenance, regular painting, seepage etc. The Allottee(s) shall carry out, at his/her 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 of allottee(s) or the competent authority. In the event the Allottee(s) is guilty of any act or omission in contravention of this provision, the Allottee(s) shall be responsible and liable for the breach and also for the consequential loss or damage, to the Promoter or association or the competent authority, as the case may be.
- 16.5 The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance taken or to be taken in respect of the Project or any part thereof or whereby any increase in the premium becomes payable in respect of the said insurance.
- 16.6 The Allottee(s) shall neither encroach upon any part of the Project including but not limited to, 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.

- 16.7 The Allottee(s) 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 of allottee(s). If any damage is caused to the Unit, or to the Project on account of any act, negligence or default on part of the Allottee(s) or his/her employees, agents, servants, guests, or invitees, the Allottee(s) 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 of allottee(s) or maintenance agency, as the case may be, whose decision in this regard shall be final and binding on the Allottee(s).
- 16.8 The Allottee(s), except for the area earmarked for the same, shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in portion of the Project.
- 16.9 The Allottee(s) shall not be entitled to install its personal / individual generator(s) for providing power back up to the Unit. However, they may install UPS systems within the Unit.
- 16.10 The Allottee(s) 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.
- 16.11 The Promoter shall always be known as "[●]". This name shall not be changed by anyone including the Allottee(s) or his/her lessees / occupant(s) / transferee(s) / assignee(s) / association of allottee(s) etc. However, the name of the Project may be changed at the sole discretion of the Promoter and the Allottee(s) shall not be entitled to raise any objection/hindrance on the same.
- 16.12 The Allottee(s) further undertake, assure and guarantee that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas, Amenities and Facilities of the Project except as otherwise permitted by the Promoter and/or the maintenance agency, as the case may be. The Allottee(s) shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design of the Building. Further the Allottee(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. Promoter or the maintenance agency has the right to remove such material without approval of Allottee(s) and without giving any notice to Allottee(s) for removal of such material, the cost of such removal to be borne by the Allottee. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Unit.
- 16.13 The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottee(s) and/or maintenance agency. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.14 The Allottee(s) hereby covenants with Promoter to pay from time to time and at all times the amounts which the Allottee(s) is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep Promoter and its agents and representatives, estate and effects, indemnified and harmless against any loss/liabilities or damages that Promoter may suffer as a result of non-payment, non-observance or non-performance of any of the covenants and conditions stipulated in this Agreement. This will be in addition to any other remedy provided in this Agreement and/or available in law.
- 16.15 Save and except in respect of the Unit hereby agreed to be acquired by the Allottee(s), he shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress in the Project.
- 16.16 Till the time each unit/s in the Project is not separately assessed, the Allottee(s) agree 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

Carpet 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 of allottee(s), as the case may be, and the same shall be conclusive, final and binding upon the Allottee(s).

- 16.17 The Promoter will not be responsible for providing public access road and other civic infrastructure facilities which are controlled by government agencies/statutory authorities. The Promoter has further clarified to the Allottee(s) that the Project may not have the necessary external civic and infrastructure facilities in place as on the date of booking, allotment or at handing over of possession of the Unit, as the same is to be provided by the concerned government or local authority or body. The Allottee(s) agrees that since this is beyond the control and scope of the Promoter, he shall not hold the Promoter responsible for the delay/ non-provision of civic and infrastructure facilities by any authority
- 16.18 The Allottee(s) understand and agree that for better governance and management of open parking area/s and to avoid any confusion among the allottee(s), the Promoter has allocated and will allocate the open parking/bay to the allottee(s) of the Project.
- 16.19 The Allottee(s) acknowledge(s), agree(s) and undertake(s) that the Allottee(s) 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 Allottee(s) nor make any claims/demands on the Promoter or any of its sister concerns/ affiliates with respect thereto.
- 16.20 The Allottee(s) undertakes that the Allottee(s) has/have taken the decision to purchase the Unit in the Project out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee(s) by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.
- 16.21 The Allottee(s) understand and agree that except ownership rights of the Unit area and impartible undivided proportionate interest in the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G**, no rights of any kind shall accrue to the Buyer in any part of the Project, including but not limited to shops/commercial area/ commercial apartment, Common Areas, Amenities and Facilities of the Project as detailed in **Schedule G** on the Demised Plot, and the same shall always remain the property of the Promoter and be dealt in a manner the Promoter may deem fit and proper.
- 16.22 The Allottee(s) and the subsequent allottee(s) shall always comply with the terms and conditions of the Transfer Deed and the conditions stipulated thereto, and the Promoter shall not be held liable for any breach by the Allottee(s) or the subsequent allottee(s) in this regard.

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

The Parties are entering into this Agreement for the allotment of the Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

18. ADDITIONAL CONSTRUCTIONS.

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed except for areas earmarked for future developments and legally acquired additional FAR, density etc., or as provided in the Act . The same, unless expressly conveyed shall always remain the property of the Promoter.

The Allottee(s) agree and understand 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 Demised Plot as per the approvals granted by the competent authority and as per applicable laws. The Allottee(s) 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 Allottee(s) shall give its consent as required under the applicable law.

All FAR at any time available in respect of the Project or any part thereof shall always belong absolutely to the Promoter.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE.

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Unit. The Promoter further assures that such mortgage/ charges/ encumbrances shall be removed before execution of sub lease deed in favour of the Allottee.

20. APARTMENT OWNERSHIP ACT.

The Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership, and Maintenance) Act, 2010, and the rules and regulations of the NOIDA Authority.

21. BINDING EFFECT.

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar office at Gautam Budh Nagar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, it shall be construed as default by Allottee, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 days from the date of its receipt by the Allottee, application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the Booking Amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT.

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

23. RIGHT TO AMEND.

This Agreement may only be amended through written consent of the Parties.

24. NOMINATION, ASSIGNMENT AND TRANSFER OF RIGHTS IN THIS AGREEMENT.

- 24.1 The Allottee(s) shall be permitted to transfer / assign / sale the allotment of the Unit and his rights and obligations under this Agreement to any third party (including blood relatives), provided, the Allottee(s) has made up-to date payments and arrears including late payment charges to the Promoter and no material breach of the Agreement has been committed by the Allottee. All such transfers / assignment shall be subject to the applicable laws, approval from NOIDA and/or any other government authority, and payment to Promoter of transfer / administrative charges as maybe determined by Promoter by the Allottee from the transfers/assignment/sale and execution of requisite undertakings and indemnities by the Allottee and the transferee(s) as may be required by Promoter, NOIDA, or any other government authority.

- 24.2 In the event the Allottee(s) has obtained finance / loan from any financial institution / bank, then a no objection certificate / letter from such financial institution / bank shall be submitted to Promoter, permitting the said assignment / transfer by the Allottee(s). For avoidance of any doubt, any proposal for addition / deletion of names as an Allottee(s) shall be deemed to be a transfer/ assignment of allotment and Allottee(s) will be liable to pay transfer charges to Promoter as per rates determined by Promoter. However, addition/deletion/substitution of name (of blood relatives of the Allottee(s)) shall not attract administrative charges as applicable, subject to the Allottee submitting conclusive documentary evidence to prove that such persons are related to him / her. The Promoter shall have the absolute and exclusive right to waive any transfer charges, at its sole discretion, in case of first transfer up to 24 months from the date of issuance of the allotment letter by the Promoter to the Allottee.]
- 24.3 In cases of transfer by way of succession, there shall not be any such transfer / administrative charges, provided the legal heirs / beneficiary (ies) of the Allottee furnish relevant documents setting out their rights and entitlements in this regard and provide the indemnity in the format required by the Promoter.
- 24.4 In case of transfer / assignment or transfer by way of succession as mentioned in Clauses 24.1, 24.2 and 23.3 respectively, subject to there being no material breach of the Agreement by the Allottee, Promoter shall transfer the amounts received from the Allottee to the credit of the transferee / assignee / legal heirs / beneficiary (ies) of the Allottee, as the case may be.
- 24.5 The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/ nomination.
- 24.6 All the provisions contained herein and the obligations arising hereunder in respect of the Unit shall equally be applicable to and enforceable against any and all transferee / assignee / legal heirs / beneficiary (ies) of the Allottee, as all obligations mentioned herein shall go along with the Unit for all intents and purposes.
- 24.7 The transfer/ assignment/ endorsement of the allotment of the Unit by the Allottee (s) in favour of third party/ nominees may be permitted by the Promoter subject to fulfilment of all the following requisites:
- (i) Clearance of all outstanding monies payable in terms of this Agreement as on date of making such request;
 - (ii) receipt of written request from the Allottee(s);
 - (iii) payment of the administrative charges by the Allottee(s) on the rates as may be determined by the Promoter along with applicable taxes;
 - (iv) signing/ execution by the Allottee(s) of such documents/ applications as may be provided/ required by the Promoter;
 - (v) the Allottee(s) obtaining no objection certificate from the Promoter/association of allottee(s)/maintenance agency, as the case may be;
 - (vi) An affidavit cum undertaking from the assignee/ transferee undertaking to comply with all terms and conditions of this Agreement and executing such documents as may be required by the Promoter in this regard;
 - (vii) all such nomination/ transfer shall be subject to compliance of all applicable laws and notifications from the competent authorities (including NOIDA) from time to time; and
 - (viii) Any other documents, undertakings, indemnities as required by the Promoter.
- 24.8 Further, in case any charges, registration charges, registration fee, administrative charges, levies, duties, taxes, stamp duty or increased stamp duty etc. become payable on account of such nomination/ transfer/ assignment/ addition/ deletion of co-allottee(s), it shall be the

sole liability of the Allottee(s)/ such nominee/ transferee and such nominee/ transferee shall be bound by the terms and conditions of this Agreement.

24.9 Claims, if any, between the Allottee(s) and his/ her nominee/s as a result of any dispute amongst them for any reason, will be settled between themselves only; the Promoter shall not be party to it and in the event the Promoter incur any costs or expenses or losses because of any such dispute between the Allottee(s) and/or his/ her nominee(s), all such expenses or losses will be reimbursed by the Allottee(s) and/ or his/ her nominee(s), which will be over and above the administrative charges. The Allottee(s) hereby unconditionally agrees and undertakes to indemnify the Promoter for any loss, costs, claims or damages that they may incur due to any dispute in succession of the Plot to the legal heirs/ beneficiaries of the Allottee(s).

24.10 The Allottee(s) shall not assign, or to let in tenancy or transfer or part with the possession of the Unit without taking 'No Dues Certificate' from the Promoter/ maintenance agency/ association of allottee(s)/ competent authority.

25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES.

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

26. WAIVER NOT A LIMITATION TO ENFORCE.

26.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee(s).

26.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

27. SEVERABILITY.

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

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) 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.

29. FURTHER ASSURANCES.

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

30. PLACE OF EXECUTION.

The execution of this Agreement shall be complete only upon its execution by the Promoter and the Allottee(s) and simultaneously with the execution, register this Agreement at the office of the Sub-Registrar at Noida, Gautam Budh Nagar. Hence this Agreement shall be deemed to have been executed at Noida, Gautam Budh Nagar.

31. NOTICES.

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

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

32. JOINT ALLOTTEES.

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

33. SAVINGS.

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

34. GOVERNING LAW.

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

35. DISPUTE RESOLUTION.

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

[Intentionally left blank]

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
 Name _____
 Address _____

Please affix
photograph
and sign
across the
photograph

(2) Signature _____
 Name _____
 Address _____

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory)

 Name _____
 Address _____

Please affix
photograph
and sign
across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
 Name _____
 Address _____

2. Signature _____
 Name _____
 Address _____

SCHEDULE ‘A’

DESCRIPTION OF THE UNIT

SCHEDULE ‘B’

FLOOR PLAN OF THE UNIT NO: [•]

SCHEDULE ‘C’

DESCRIPTION OF TOTAL PRICE

DETAILS OF TOTAL PRICE AND OTHER CHARGES

Block/Building/Tower no. [▪] unit no. [▪] Type [▪] Floor [▪]	Rate of Unit per square feet
Carpet Area (sq. ft.)	[▪]
Super Area (sq. ft.)	[▪]
Covered Area (sq. ft.) (Built Up Area)	[▪]
Basic Price (on the basis of Carpet Area)	[▪]
Preferential Location Charges (PLC)	[▪]
GST	
Total price (in Rupees)	[▪]
Other Charges*	

**Note: The Total Price shall not include the Other Charges, and the same shall be charged over and above the Total Price and such Other Charges shall be decided and charged at the time of offer of possession and are liable to change in case of increase or decrease of area and/or levy of any fresh taxes, cesses, charges by the Government and/or other circumstances mentioned in the Agreement.*

SCHEDULE 'D'

PAYMENT PLAN OF THE UNIT NO: [■]

SCHEDULE ‘E’

SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE UNIT

SCHEDULE ‘F’

SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE PROJECT

SCHEDULE G

COMMON AREAS, AMENITIES AND FACILITIES OF THE PROJECT