

## AGREEMENT TO SUB-LEASE

**THIS AGREEMENT TO SUB-LEASE** (hereinafter referred to as the “**Agreement**”) is made at [•] on this the [•] day of [•], 2024;

### BY AND BETWEEN

**HT KAMAKHYA DEVELOPERS**, , a firm registered under the Indian Partnership Act, 1932 with the Registrar of Firms, Meerut, U.P., having its registered office at C-59, Sector – 63, Noida, UP-201301 through its authorized signatory Sh. [DEO SHARMA] (Aadhaar No. [7687 6717 5907]) authorised vide board resolution dated [23.05.2024], (hereinafter referred to as the “**Promoter**” which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the **FIRST PART**;

### AND

*(FOR INDIVIDUALS)*

*Sole / First Allottee*

1. Mr. / Mrs. / Ms. [•] (PAN: [•], Aadhaar No. [•]), son of / wife of / daughter of Mr. [•], resident of [•]

*Second Allottee*

1. Mr. / Mrs. / Ms. [•] (PAN: [•], Aadhaar No. [•]), son of / wife of / daughter of Mr. [•], resident of [•]

(hereinafter individually / jointly, as the case may be, referred to as the “**Allottee**”), which expression shall unless repugnant to the context or meaning thereof, shall mean and include his / her / their respective legal heirs, legal representatives, executors, administrators, successors-in-interest and permitted assigns, of the **OTHER PART**.

### OR

*(FOR PROPRIETORSHIP / HUF / PARTNERSHIP FIRMS)*

M / s. [•], a proprietorship / HUF / Partnership firm, having its registered office at [•] (PAN [•]), through its proprietor / karta / partner Shri / Smt. [•] (Aadhaar No. [•]), duly authorized in this behalf, hereinafter referred to as the “**Allottee**” (which expression, unless repugnant to the context or meaning thereof, shall mean and include its present proprietor, karta / members, partner(s) who may be admitted subsequently and their respective legal heirs, legal representatives, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

### OR

*(FOR COMPANIES)*

[•], (having CIN No. [•], PAN: [•]), a company registered under the provisions of the Companies Act, 1956, having its registered office at [•] acting through its [•] Shri [•] (Aadhaar No. [•]), duly authorized on its behalf, hereinafter referred to as the “**Allottee**”, (which expressions,

unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest, executors, administrators and permitted assignees) of the **SECOND PART**.

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

## **DEFINITIONS**

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

- (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 and rules and regulations made thereunder for the State of Uttar Pradesh, as amended or modified from time to time;
- (b) "**Allotment Letter**" shall mean and refer to the letter of allotment issued to the Allottee(s) by the Promoter, in respect of the Unit;
- (c) "**Apartment Ownership Act**" shall collectively mean and refer to the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the rules framed thereunder, as amended from time to time;
- (d) "**Applicable Laws**" shall mean and include any applicable central, state or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments / modifications thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter;
- (e) "**Applicable Taxes**" / "**Taxes**" includes Goods and Services Tax (GST), land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Applicable Laws or any amendments thereto pertaining or relating to the Said Land / Project / Unit;
- (f) "**Association**" / "**Association of Allottees**" shall have the same meaning as provided in clause 12.1 of this Agreement;
- (g) "**Authority**" shall mean the authority constituted under the Act;
- (h) "**Car Parking(s)**" shall mean and refer to the car parking space(s), if any, assigned to the Allottee for his / her / its exclusive use (as described in **Schedule-B** hereto).
- (i) "**Carpet Area**" shall have the same meaning as ascribed to it under the Act;
- (j) "**Common Areas and Facilities**" shall mean such areas and facilities within the building wherein the said Unit is situated, and as more specifically provided in Deed of Declaration filed before Competent Authorities under Applicable Laws which are meant for common use, enjoyment and access of the allottees / residents. It is hereby clarified that the Common Areas and Facilities shall not include areas which are to be reserved / restricted for any other allottee / right-holder at the Project or a group thereof or otherwise transferable by the Promoter to third parties as per Applicable Laws;

- (k) **“Competent Authority”** means any central or state judicial, quasi-judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Said Land and / or the Project;
- (l) **“Declaration” / “Deed of Declaration”** shall mean the deed of declaration under the Apartment Ownership Act;
- (m) **“Force Majeure Event”** shall mean and include any event beyond the reasonable control of the Promoter which prevents, impairs or adversely affects the Promoter’s ability to perform its obligations under this Agreement inter-alia shall mean and include a case of war, flood, drought, fire, cyclone, earthquake or any other calamity of nature caused by nature affecting the regular development of the Project including but not limited to typhoons, lightning, landslides, accidents, air crashes, acts of terrorism, explosions, plague, pandemic, epidemic, natural disasters, lockdowns, rebellion, riot, strikes, civil commotion, invasion, act of foreign enemies, hostilities, any act of God, Governmental restrictions, state of emergency, inability to procure or general shortage of water, energy, equipment(s), facilities, materials or supplies (such as steel, cement, etc.), failure of transportation, shortage of labour, strikes and lock-outs, change in law, the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Competent Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement, any legislation, policy / guidelines, decisions, order or rule or regulation made or issued by the Government or any other Competent Authority, delay in grant of occupation certificate or part thereof by the Competent Authority, change in Government policy, court orders / judgment such as order of NGT, challenge of land acquisition proceedings, or any other act or if there is a delay beyond the reasonable control of the Promoter or for any reason whatsoever; any event or circumstances analogous to the foregoing;
- (n) **“Government”** means the Government of India and Government of the State of Uttar Pradesh and shall include ministry, department, board, authority, instrumentality, forum, agency, corporation, commission, court or tribunal whether central, state, local, municipal, judicial, quasi-judicial or administrative of the Government of India and Uttar Pradesh State government and any other statutory / non-statutory authority;
- (o) **“Maintenance Agency”** shall have the meaning ascribed to it in clause 11.1 of this Agreement;
- (p) **“Maintenance Agreement”** shall have the meaning ascribed to it in clause 11.3 of this Agreement;
- (q) **“Maintenance Charges”** shall have the meaning ascribed to it in clause 11.2 of this Agreement;
- (r) **“Master Association”** shall mean association(s) of all the commercial units, being developed on the Said Land.
- (s) **“Non-Refundable Amounts”** shall collectively mean (i) interest on any overdue payments; and (ii) brokerage paid / payable by the Promoter to the channel partner /

broker in case the booking is made by the Allottee through a channel partner / broker and (iii) all taxes paid by Promoter to the statutory authorities levied or leviable under Applicable Laws and (iv) Pre\_-EMI cost paid or reimbursed by the Developer and (v) administrative charges as per Promoter's policy and (vi) any other Taxes, charges and fees payable by the Promoter to the government authorities including but not restricted to the Pass Through Charges (the Pass Through Charges shall be refundable by the Promoter only once / if the same are received back by the Promoter) (vii) any payout(s) in any manner whatsoever including but not limited to rebate(s), discount(s), reimbursement(s), pre-handover rebate / payout / benefits etc. and (viii) loss of opportunity cost, cost or expenses towards cancellation of booking, cost or expenses towards acquiring subsequent booking and other similar consequential or incidental costs or losses;

- (t) **"Pass Through Charges"** shall refer to all charges, fees, Taxes / duties, impositions as may be levied by the Competent Authority, such as, labour cess, lease rent, one-time lease rent, land premium, interest free maintenance security, meter charges, GST, property tax, compensation, additional compensation, ex gratia payments, no-litigation incentive or any future increase thereof or imposition by Competent Authority, etc.;
- (u) **"Project Completion Date"** shall have the meaning ascribed to it in clause 7.1 of this Agreement;
- (v) **"Rules"** mean the Real Estate (Regulation and Development) Rules, 2016 for the State of Uttar Pradesh, as amended or modified from time to time;
- (w) **"Regulations"** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (x) **"Section"** means a section of the Act.

#### **WHEREAS:**

- A. The Promoter was a successful bidder in e-auction for a plot carried out by the Greater Noida Industrial Development Authority ("**GNIDA**"), and was allotted Plot No. LS – 1, admeasuring 3132 Square Meters, situated in Sector-P4, GNIDA, Uttar Pradesh ("**Said Land**") under Scheme Code- CPS-IX/2021-22
- B. GNIDA has executed a Lease Deed dated 20.03.2024 in favour of the Promoter, duly registered with the Office of Sub-Registrar - Sadar, Gautam Budh Nagar ("**Lease Deed**"), whereby the leasehold rights of the Said Land have been granted to the Promoter for a term of 90 years commencing from 20.03.2024. The contents of the Lease Deed are not being repeated herein for the sake of brevity but the same may also be read as part and parcel of the present Agreement.
- C. The Promoter is presently developing a commercial project under the name and style of "**KAMAKHYA CROSS WALK**" on the Said Land along with amenities, facilities, services etc. and such other developments as permissible under Applicable Laws ("**Project**"). The Project shall comprise of various commercial components such as retail, office and shops.

- D. The Building Plan / Site Plan of the Project has been approved by the Competent Authority vide Memo No. PLG/BP SM-06-May-2024:21179 dated 24-06-2024
- E. The Promoter has registered the development upon the Said Land with the UP RERA Authority as a real estate project under the provisions of the Act read with the Rules, and the Authority has granted registration vide Registration No. \_\_\_\_\_ - dated \_\_\_\_\_.
- F. The Promoter has, obtained the Approvals as listed in **Schedule-A** hereto, for the development of the Said Land as per Applicable Laws. Any future approval that may be required for during the course of development shall be obtained by the Promoter as and when necessitated by the Applicable Laws. The Promoter agrees and undertakes that it shall not make any changes to the approved plans except in strict compliance with Section 14 of the Act and as per Applicable Laws.
- G. The Promoter shall be free to use any further additional FAR obtained by the Promoter under any new or existing policy(ies) as may be approved and notified by the Government/Concerned Authorities from time to time under the Applicable Laws.
- H. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the rights and interests of the Promoter regarding the Said Land have been completed.
- I. The Allottee has applied to the Promoter for the allotment of a commercial unit on sub-lease basis in "[•]" ("**Application**") and was subsequently allotted a commercial Unit bearing no. [•] having carpet area of [•] square meters or [\*] square feet and super area of [\*] square meters or [\*] square feet, on [•] floor in building no. [•] of the Project along with exclusive right to use [•] Car Parking Space and pro-rata share in the Common Areas and Facilities ("**Unit**"), as more particularly described in **Schedule-B** hereto and the floor/unit plan of the Unit is annexed and marked as **Schedule-C** hereto, vide allotment letter dated \_\_\_\_\_ ("**Allotment Letter**").
- J. Further, the Promoter vide the said Allotment Letter has, provisionally allotted and agreed to transfer / assign the sub-lease rights in accordance with the Lease Deed over the Unit with pro rata share in the Common Area and Facilities in favour of the Allottee, and as more particularly provided in the Deed of Declaration.
- K. The Allottee agrees, acknowledges and confirms that the Allottee has applied for the allotment of the Unit after reading, understanding and accepting the contents of the Lease Deed and that the Allottee agreed to comply with the terms and conditions of the Lease Deed.
- L. The Allottee has demanded from the Promoter, and the Promoter has allowed the inspection of the Approvals, permissions, sanctions, licenses, layout plans, lease deed and other documents related to Said Land, and various other approvals granted by the Competent Authorities in favour of the Promoter. The Allottee has fully satisfied himself / herself about the rights, interests and limitations of the Promoter to construct and develop upon the Said Land. The Allottee acknowledges that he / she has relied solely on his / her own judgment and investigation while deciding to execute this Agreement.

- M. Accordingly, the Promoter, relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations contained in the Application and this Agreement, has accepted, in good faith, the Application and has allotted the Unit to the Allottee on sub-lease basis.
- N. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- O. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Said Land, and the Project, especially under Section 14 of the Act.
- P. 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.
- Q. 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 grant on sub-lease and the Allottee hereby agrees to take on sub-lease the Unit (defined above) for commercial usage.
- R. The Allottee, being a sub-lessee, will observe all terms and conditions, as also covenants, as laid down in the lease deed executed between the GNIDA and the Promoter who is also the original Lessee of the Said Land. All clauses of the original lease deed executed in favor of the Promoter shall be applicable to this Agreement for sub-lease and sub-lease deed to be executed at the time of handing over possession of the Unit. In case of any repugnancy applicable to any provision of the lease deed and this Agreement for sub-lease and subsequent sub-lease deed thereof. The provision of the main lease deed shall prevail, except as not affecting the rights of the sub-lease under the law. The Promoter i.e. original lessee hereby also sub-leases for the unexpired period of 90 (Ninety) years lease granted by GNIDA (i.e. Lessor), the undivided, unidentified and proportionate sub-lease share to the Land proportionate to the area allotted to the Sub-Lessee in relation to the total area of the land on the following terms and conditions:-

## **INTERPRETATION:**

In this Agreement, unless the context required otherwise, the following rules of interpretation shall apply:

- (a) References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;
- (b) References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;

- (c) References to Recitals, Clauses, Schedules or Annexures are, unless the context otherwise requires, references to recitals, clauses, schedules or annexures of this Agreement;
- (d) Headings to Clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;
- (e) Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.

**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. In consideration of the payment made and / or to be made by the Allottee to the Promoter in the manner stated in this Agreement and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Allottee stated hereinafter, the Promoter hereby agrees to transfer sub-lease rights and entitlements in accordance with the Lease Deed over the Unit free from all encumbrances along with all easements, privileges, rights and benefits attached thereto, along with undivided pro rata share in the Common Areas and Facilities in favour of the Allottee at the price/consideration mentioned in Clause 1.2 hereinafter and the Allottee hereby agrees to acquire the same on the terms and conditions contained in this Agreement.
- 1.2. The Allottee hereby agrees, acknowledges and accepts that the total consideration value for the Unit based on the carpet area is Rs. [•] / - (Rupees [•] only) ("**Total Consideration Value**") and a detailed break-up of the Total Consideration Value is provided in **Schedule-D** hereto.
- 1.3. The Allottee has paid a sum of Rs. [•] / - (Rupees [•] only) as token amount / application fee at the time of signing the Application Form, which is included in the Total Consideration Value.
- 1.4. The Parties hereby agree and acknowledge that 10% (ten percent) of the Total Consideration Value shall always be construed, considered and treated as booking amount of the Unit ("**Booking Amount**") under this Agreement to ensure the performance, compliance and fulfilment of the obligations and responsibilities of the Allottee under this Agreement.
- 1.5. The Total Consideration Value includes Goods and Services Tax and land premium paid / payable by the Promoter to the Competent Authority, up to the date of handing over the possession of the Unit to the Allottee in terms of this Agreement.

Provided that in case there is any change / modification / revision in the Taxes / charges / fees / levies / lease rent / land premium etc., the subsequent amount payable by the

Allottee to the Promoter shall be increased / decreased based on such change / modification / revision.

Provided further, if there is any increase in the Taxes / charges / fees / levies / land premium etc., after the expiry of the scheduled date of completion of the development upon the Said Land as per registration with the Authority, which shall include the extension of registration, if any, granted by the Authority, as per the Act, the same shall not be charged from the Allottee.

Provided further, if there is any demand of additional compensation and / or demand raised by any Competent Authority / Government, the same shall be paid by the Allottee(s) to the Promoter, as and when demanded by the Promoter.

In addition, the Allottee shall also be under obligation to pay other charges and any modifications/revisions thereof.

- 1.6. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as per the payment plan set out in **Schedule-D** of this Agreement (“**Payment Plan**”) and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the revisions to Taxes / charges / fees / levies / lease rent / land premium, etc., paid or demanded along with the acts / rules / notifications together with dates from which such Taxes / fees / charges / levies / lease rent / land premium etc., have been imposed or become effective.

In addition to Clause 1.7 and subject to the contents thereof, the total Consideration of the Unit includes recovery of land premium, preferential location charges (PLC) (if any), development/construction of not only the Unit but also the Common Areas and Facilities of the building where the Unit is located, cost of providing electric wiring within the Unit and electrical connectivity internally within/upon the Project to the Unit, lift(s), water line, doors, fire detection and fire-fighting equipment in the Common Areas and Facilities and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit as agreed in the Agreement), labour cess, exclusive right to use car parking(if applicable) to the Allottee. The Total Consideration Value includes the Total Consideration along with applicable GST.

- 1.7. The Promoter has made it specifically clear to the Allottee that the computation of the Total Consideration Value does not include price for (i) running and operation of the common amenities and facilities or any other conveniences, recreational and sporting activities club, if any provided on the Said Land / Project and also outside the building where the Unit is situated (except for a right to use on such terms and conditions as may be prescribed by the Promoter or the Association of Allottees, as the case may be, which shall be uniformly applicable for all residents/allottees / right-holders at the Project. (ii) any rights over the commercial components to be developed in the Project (iii) any rights over areas reserved/restricted for any other allottee / right-holder at the Project; or (iv) any rights over areas to be transferred by the Promoter to third parties as per Applicable Laws; or (iv) taxes which may become leviable under the provisions of the Applicable Law or any amendments thereto pertaining or relating to the sub lease of Unit; The Allottee(s) fully understands that the Promoter is free to deal with the Project or any part of the Project in any manner as the Promoter may deem fit. As



regards payment of maintenance charges, the Allottee(s) shall enter into a separate maintenance agreement with an agency designated by the Promoter or Association of Allottees / Competent Authorities and shall make payment of such maintenance charges as demanded by the Promoter / maintenance agency / Association of Allottees / Competent Authorities, as the case may be. The Allottee has agreed and understood that he / she / they shall be liable to pay the common expenses for running, maintenance and operation of the Common Areas and Facilities as determined by the Promoter, till such time the Common Areas and Facilities are transferred to the Association; and thereafter to the Association and uniformly made applicable for all sub- lessees / right-holders at the Project. The Allottee agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other unit owners as determined by the Promoter in its absolute discretion.

- 1.8. The Allottee is aware that as per the amended Income Tax Act, 1961, any payment for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source (“TDS”) at the rate subscribed by the prevalent laws where the aggregate consideration is equal to or more than INR 50,00,000 / -. As may be applicable, the Allottee has to deduct the TDS at the rate subscribed by the prevalent laws on the Total Consideration Value (excluding GST) and as would be informed by the Promoter at the time of actual payment and within 30 days of such deduction, the Allottee shall submit the original TDS certificate to the Promoter, which shall also be a condition precedent to the handover of possession and execution of the Sub-lease Deed in favour of the Allottee. The Allottee agrees and undertakes that if the Allottee fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Allottee alone shall be deemed to be an assessee in default in respect of such tax and the Promoter shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Allottee is not reflected in Form No. 26AS of the Income Tax Act, 1961 and / or the rules thereunder, and if the original TDS certificate is not submitted by the Allottee to the Promoter then the amount of TDS shall be considered as pending / unpaid receivable from the Allottee and handover of the possession of the Unit shall be subject to adjustment / recovery of such amount.
- 1.9. The Total Consideration Value is escalation-free, save and except increases which the Allottee hereby agrees to pay, for reasons referred in Clause 1.7 and / or due to increase on account of development fee, Taxes, additional charges including any enhancement of land premium or lease rent or enhanced compensation payable to erstwhile land owners under the land acquisition proceedings and / or any other increase in charges / cess / fees / levies which may be levied or imposed by the competent authority from time to time (collectively referred to as “**Additional Charges**”).
- 1.10. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in / payment of the Additional Charges imposed by the Competent Authority, the Promoter shall, upon written request of the Allottee, enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee. If the Allottee fails to pay any such development fee, Additional Charges and cost / charges imposed by the Competent Authority within the stipulated time under the demand notice / invoice / applicable law raised by the Promoter for the same, then the same shall constitute Allottee’s Default under this Agreement as specified in clause 9.2 hereto, and the Promoter may, at its sole discretion, terminate this Agreement in the

manner specified in the present Agreement and the consequences entailed therein shall follow. However, the Allottee shall be liable to pay interest on such delayed payments plus applicable indirect taxes(if any) (or at such rate as may be prescribed under the Applicable Laws) from the due date till the date of such payment is actually received by the Promoter.

- 1.11. The Allottee shall make the payment of the instalment as per the Payment Plan set out in **Schedule-D**. The Allottee shall be obligated to pay the installments by the due dates as mentioned under the Payment Plan. The Promoter shall periodically intimate in writing to the Allottee, the amount payable and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. It is further clarified that the Promoter shall not be under any obligation to send reminders for making the payment as per the Payment Plan and / or for the invoice raised by the Promoter.
- 1.12. The Allottee agrees and understands that the Promoter may accept any early payments of installments payable by the Allottee on such terms and conditions as the Promoter may deem fit and proper. The early payments received from the Allottee under this Clause shall be retained and adjusted against the future milestone payment due and payable by the Allottee.
- 1.13. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans, specifications and the nature of fixtures, fittings and amenities described herein at **Schedule E** in respect of the Unit, without the previous written consent of the Allottee as per the provisions of the Act, except any alteration or addition required by any government authorities or due to change in law:  
  
Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee as per the provisions of the Act, or such changes and alterations as required by the Competent Authority. The decision of the architect of the Promoter shall stand final and binding upon the Allottee in the said scenario.
- 1.14. The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Unit is complete and the occupation certificate / part occupation certificate (as applicable) is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area of the Unit. The Total Consideration Value shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area of the Unit, then the Promoter shall adjust the excess money paid by the Allottee against the future milestone payment due and payable by the Allottee. If there is any increase in the carpet area which is not more than 3% of the allotted carpet areas to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in **Schedule-D** of this Agreement.
- 1.15. Subject to clause 9.2 of this Agreement, the Promoter agrees and acknowledges that the Allottee shall have right to the Unit as mentioned below:
  - (a) Upon clearance of all dues and completion of all documentation formalities and subsequent registration of the Sub-Lease Deed, the Allottee shall have exclusive sub-lease rights / ownership of the Unit;

- (b) The Allottee shall also have undivided proportionate share in the Common Areas and Facilities per the Deed of Declaration. Since the share / interest of the Allottee in the Common Areas and Facilities is undivided and cannot be divided or separated, the Allottee shall use the Common Areas and Facilities along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas and Facilities to the Association / Competent Authority after duly obtaining the occupation certificate/part occupation certificate from the competent authority, as the case maybe, as provided in the Act;
- (c) Notwithstanding anything contained in this Agreement, the Allottee hereby agrees and acknowledges that the rights of the Allottee to use the Common Areas and Facilities (which shall be co used / shared along with other allottees / occupants , as the case may be) and Limited Common Areas and Facilities (as applicable to the Allottee) shall always be subject to the Applicable Laws and the terms of this Agreement for transfer and maintenance thereof, and the Allottee agrees and confirms to adhere and comply with the same.
- (d) The Allottee has the right to visit the Said Land, with prior written intimation of at least 7 days to the Promoter, to assess the extent of development upon the Said Land and his Unit, as the case may be. It is however clarified that the Allottee shall visit the Project at its own risk and peril. The Developer and persons claiming under/through the Developer shall not be held responsible/accountable for any loss or damage which may be suffered by the Allottee on account of any accident/mis-happening that may occur/happen to the Allottee and/or to the property of the Allottee and/or such other person, at the time of such inspection.
- (e) The Allottee is aware that the Total Consideration Value for said Unit includes the right to use of [•] Car Parking space. The Allottee understands that the Parking Space shall form part of the Common Area and Facilities, as per the deed of declaration and shall be allocated by the Promoter. The Allottee further agrees and undertakes that the Allottee shall have no concerns towards the identification and allotment / allocation of the Car Parking Space done by the Promoter, at any time and shall not challenge the same anytime in the future. In case the car parking allocated for the Allottee is an open car parking space, the same shall be ratified by the Association of Allottees as per Applicable Law. It is clearly understood by the Allottee that the Allottee shall at no time have the ownership or title over the Car Parking Space, except for the exclusive right to use the same. It is clearly understood by the Allottee that the Parking Space cannot be transferred / leased / sold or dealt otherwise by the Allottee independently of the Unit. The Unit along with the Car Parking Space will be treated as a single indivisible unit for all purposes including but not limited for the purposes of the Apartment Ownership Act. As the Car Parking Space is an integral and indivisible part of the Unit, the Allottee undertakes not to transfer the exclusive right to use in favour of any third party without transfer and assignment of the Unit. All clauses of this Agreement pertaining to allotment, possession, cancellation etc. shall also apply mutatis mutandis to Car Parking Space.
- (f) Right to use of additional car parking space (“**Additional Car Parking Space**”) shall be done at the discretion of the Promoter at such cost / charges / conditions as

determined by the Promoter. The Allottee may apply for right to use Additional Car Parking Space and the same shall be granted / allotted by the Promoter subject to availability and conditions on 'first come first served' basis.

- 1.16. Upon completion/receipt of the occupation/part occupation certificate of the Project, as the case be and as per the Applicable Laws, the Common Areas and Facilities and Limited Common Areas and Facilities thereof shall be provided in the Deed of Declaration which would be filed by the Promoter in compliance with the Apartment Ownership Act. Such Deed of Declaration shall be conclusive and binding upon the owners / right holders / sub-lessees of all Units in the development upon the Said Landas per the Applicable Laws. The Promoter shall, as part of the Common Areas and Facilities, provide amenities in accordance with the permissions / sanctions of the Competent Authority, for the enjoyment of all the unit-owners of the Project. It is further clarified that any area other than as declared by the Promoter in the Deed of Declaration of the Project as Common Areas and Facilities or Limited Common Areas and Facilities, shall not form part of the Common Areas and Facilities or Limited Common Areas and Facilities, as the case may be; and the Promoter shall have the right to exclusively retain the same with itself and deal with the same at its discretion.
- 1.17. The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Unit to the Allottee, which it has collected from the Allottee, for the payment of outstanding (including land premium, lease rent, municipal or other local taxes, 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 outstanding(s) collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee, 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.
- 1.18. The Allottee has specifically opted to purchase the Unit from the Developer on the assurance from the Developer to facilitate the lease of the Unit to brand/s. The Developer, shall facilitate the lease of the Unit at its sole discretion on the terms and conditions as the Developer may deem fit and appropriate including but not limited to brand, tenure, rent etc. and the same shall be unconditionally accepted by the Allottee. The Allottee is aware, acknowledges and understand that the Developer has to invest considerable amount of resources and efforts in finding the suitable tenant for the Unit of the Allottee, therefore, the Allottee shall at all times comply with all terms and conditions as agreed upon by the Developer with the prospective tenant/lessee/brand and shall sign and execute all such documents as and when required by the Developer for letting out/ leasing the Unit.
- 1.19. The Allottee hereby grant its/their absolute, irrevocable and unconditional consent/ permission/ authorization in favour of the Developer (either Developer itself or through its nominees/assigns) including executing general power of attorney/special power of attorney to put the said Unit, upon receipt of occupancy certificate/completion certificate, individually or in combination with other adjoining units, on lease or any other arrangement(s) with a suitable third party(ies)/intending lessee(s), as may be decided and approved solely by the Developer and for a purpose solely decided by the

Developer or its nominee/assigns/lease management & facilitation entity, for and on behalf of the Allottee,(i) for finalization of terms of the lease such as, lease rent, lease term, security deposit and all other such terms as shall be embodied in the lease deed or any other documents so required for the purposes of lease and (ii) for execution and registration of the lease deed or any other related documents for lease/leave and license/any other arrangement or agreement of the said Unit(s) as may be required by law. The Allottee acknowledges the general risks involved in granting the said Unit on lease or other arrangement(s) to third party(ies) and has undertaken to bear the said risks and the associated costs etc. exclusively without any liability, responsibility and accountability whatsoever on the part of the Developer (including its nominees/ assigns).

1.20. The Allottee further agrees and confirms that:

- (i) the Allottee shall execute all documents such as lease deed, lease agreement, leave and license agreement etc. as and when desired necessary and required by the Developer (its nominees/ assigns) in this connection and as per Applicable Law(s);
- (ii) the Developer (its nominees/ assigns) shall have the full authority to negotiate and finalize the leasing or other arrangement(s) in respect of the Unit, individually or in combination with other adjoining units either on the same floor and/or other floors in the Commercial Complex, with any suitable lessees/ third party(ies), for the period, for the lease rent/ fee/ other charges on revenue sharing basis and/or minimum monthly guarantee and on conditions as may be negotiated by the Developer (its nominees/assigns) and finalization of such other terms embodied in the lease deed with the intending lessee(s)/ third party(ies). The Allottee fully authorizes the Developer (its nominees/ assigns) to finalise, sign, execute and register memorandum of understanding/term sheet/ letter of intent/lease agreement/leave & license agreement, lease deed and/or such other deeds and documents with the said intending lessee/ third party(ies) and get the same registered (where required), in its own name (its nominees/ assigns name) or on behalf of the Allottee at the cost and expense of the Allottee, including any brokerage/ commission/ underwriting fee/cost of fit-outs and any other charges to be paid in respect of the same and the Allottee shall remain bound by the said arrangement and understanding. In case the Allottee fails or avoids to execute the lease Deed/lease Agreement/leave and license agreement/any other agreement or arrangement or renewal of the same, the Developer (its nominees/assigns) shall have full and irrevocable authority to execute the required documents including but not limited to the lease Deed/lease Agreement/ or renewal of the same on Allottee's behalf, novation of lease deed, if required;
- (iii) The Developer (its nominees/ assigns), on behalf of the Allottee shall be authorized to, (i) raise invoices for lease rent and other fees with applicable taxes and; (ii) collect such lease rent and other fees as provided in the terms of the Lease ("Lease Rent") and shall remit/reimburse the Lease Rent, as the case may be to the Allottee, after deducting the expenses/cost of managing the leasing arrangement or other arrangement(s), fit out costs and/ or fit out improvement cost and/ or capex costs/brokerage paid, and cost, expenses etc. towards collection of rentals/ fees/other charges etc. ("Charges"). The Developer shall reimburse the Lease Rent (after deduction of Charges) to the Allottee within 7 working days from the receipt of such amounts from the intending lessee/ third parties. In case any interior works/ fit out works is required to be carried out and/or any capex expenditure is required to be incurred either solely for the Unit or along with the other units as a part of the lease arrangement or any other arrangement with the lessee/

third party (ies), the Allottee hereby explicitly, unconditionally and irrevocably consents and agrees to the same and bear all costs and expenses in relation thereto ("Fit Out Cost"). The Fit Out Cost shall at the first instance either be paid/reimbursed by the Allottee or shall be adjusted from the amounts payable to/ to be remitted to the Allottee under the lease, leave and license, and/ or other arrangement and thereafter if any unadjusted amount shall be forthwith paid and remitted as per the Developer's advice. The Allottee being the ultimate beneficiary of the Lease Rent, the liability to deposit GST or any other incidence of tax on the rent/ fees/ other charges lies with the Allottee, but due to practical constraints, if the Developer (its nominees/ assigns) at the first instance is required to deposit the GST or the like with the concerned authority on his behalf, the same shall be considered to have been authorized by the Allottee. The Allottee also undertakes to comply with all other statutory requirements in respect of the Unit without any liability or any responsibility on the part of the Developer (its nominees/ assigns);

- (iv) The Allottee agrees not to solicit, encourage, entertain, initiate or participate in any inquiry, negotiations or discussions or enter into any agreement with respect to any offer or proposal for lease/ let out/ leave and licence/ similar arrangement of the Unit to the prospective tenant/ lessee/ licensee/ user/ third party. If the Allottee is approached by a potential tenant and/or leasing agency, the Allottee shall immediately refer such person to Developer (its nominees/ assigns);
- (v) That the Allottee shall, without any delay or demure pay/reimburse to the Developer(its nominees/ assigns) the costs as mentioned hereinabove in para 1.2(iii) on demand being raised by the Developer, failing which, the Developer(its nominees/ assigns) shall be entitled to either hold the Lease Rent/license fee payable to the Allottee without any interest thereon till all such costs are fully paid/reimbursed by the Allottee to the Developer(its nominees/ assigns) or adjust such costs and expenses out of the lease rentals/license fee payable to the Allottee. The Allottee hereby agrees and confirms that the amounts so demanded by the Developer (its nominees/ assigns) shall be final and binding on the Allottee and the Allottee shall not raise any objection against the calculation/veracity of such demand made by the Developer (its nominees/ assigns), on any grounds whatsoever;
- (vi) The Allottee shall not demand or claim physical possession of the Unit till it is on Lease or other arrangement(s) as agreed to hereinabove and shall remain bound by the leasing or other arrangement as entered into by the Developer (its nominees/ assigns) in as much as the Allottee has/have consented to the same. The Developer (its nominees/ assigns) shall not be responsible for any damage caused by an intending lessee/ third party (ies) to the Unit(s);
- (vii) The Developer (its nominees/ assigns) shall not be responsible for any defaults of the intending lessee/ third party(ies), including non-payment of Lease Rent/License Fee and other dues and similar such breaches by the intending lessee/ third party (ies). However, the Developer (its nominees/ assigns) will take such legal action as may be deemed fit and proper by it against such defaulting intending lessee/ third party(ies) at the cost and expense of the Allottee for which the Allottee shall execute appropriate documents/ authority letter in favor of the Developer (its nominees/ assigns). The Allottee specially agrees not to raise any claim or demand on the Developer (its nominees/ assigns) towards payment of Lease Rent/License Fee and other dues for the periods of such defaults/ non-payment, until the same is recovered from the intending lessee/ third party (ies). In case of partial recovery, the Allottee will be entitled to the balance Lease Rent/License Fee after appropriation of Charges, as referred to hereinabove;

- (viii) The lease document/ other arrangement(s) document will stipulate payment of maintenance and other such charges by the lessee/ third party(ies) during the period of the Lease/ Leave and License/other arrangement(s) to the Developer (its nominees/ assigns)/ maintenance agency. However, in the event of non-payment or delayed payment of such charges by the intending lessee/ third party (ies), the ultimate responsibility of the payment of the same shall be that of the Allottee and the Developer (its nominees/ assigns) reserves the right to adjust the same from the Lease Rent/License Fee to be remitted to the Allottee;
  - (ix) The Allottee shall be entitled to sell the Unit only upon obtaining a NOC from the Developer (its nominees/ assigns) subject to the new assignee/transferee agreeing to abide by the terms and conditions of this Agreement to Lease, maintenance agreement and the lease deed governing the terms of the Lease of the said Unit(s)/ other arrangement(s) in force;
  - (x) The security deposit that may be provided by the intending lessee/ third party(ies) in pursuance to the terms of any lease document/ other arrangement(s) will be accepted by the Developer on behalf of the Allottee;
  - (xi) The Allottee agrees and understands that the Unit will be leased/ let out/ given on similar/ identical arrangement and understanding and/or for operations along with other units in the Project and the Allottee shall remain bound by the same and shall not object to the same;
- 1.21. The Allottee understands that this arrangement is for the sole benefit of the Allottee, and the Developer (its nominees / assigns as the case may be) shall facilitate leasing of the Unit subject to force majeure events including unfavorable market conditions. The Developer reserves its rights, subject to all the applicable laws, to give on lease or hire any unsold unit/space in the Project and/or the whole or any part of the roof/terraces/open areas (not specifically attached to any of the unit(s) and other areas not declared as part of the Common Areas and facilities as per Deed of Declaration including amendments thereof and the Allottee agrees not to object to the same and/or to make any claim on this account.

## **2. MODE OF PAYMENT**

- 2.1. Subject to the terms of the Agreement and the Promoter abiding by the construction / development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A / c Payee cheque / demand draft / bankers cheque or online payment (as applicable) in favour of **HT KD Collection A/C Kamakhya Cross Walk\_” with Bank HDFC BANK having IFSC Code HDFC0000394 Account No 50200097707651** and / or any other account as stipulated by the Promoter from time to time.
- 2.2. The Allottee shall make all payments in time as per stipulated timelines and other applicable dues as may be applicable, in accordance with the Payment Plan opted by the Allottee alongwith other Applicable dues.
- 2.3. The Allottee shall mention his customer ID, name, Unit no. and tower/block no. applied for, behind the cheques / demand drafts. The payments made by cheques are subject to realization.
- 2.4. The Allottee hereby agrees and acknowledges that the date of actual credit shall be treated to be the date of realization of the cheque. The Allottee further agrees and

acknowledges that in case the payments are made through wire transfer, it shall be sole responsibility of the Allottee to provide the wire transfer details to the Promoter. It is clarified that the payment date for a particular demand shall be construed as the date (or next working day if date of communication is not on a working day or after banking hours) on which the Allottee communicates the details of the said wire transfer in writing.

- 2.5. The Allottee understands and agrees that although the Allottee may obtain finance from any bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity or any other lawful source for the purchase of the Unit as may be permissible under Applicable Laws, however the Allottee's obligation to make timely payments for the Unit pursuant to this Agreement shall not be contingent upon the Allottee's ability, capacity or competence to obtain or continue to obtain such financing. The Allottee shall, regardless of any financing, remain bound under this Agreement for fulfilling all obligations relating to the payments of all dues regard to the Unit. The rights of the bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity shall be subservient or equivalent to the rights of the Allottee under this Agreement and shall not be more or better than that of the Allottee. The Allottee agrees and understands that Promoter shall not be under any obligation whatsoever to make any financial arrangements for the Allottee and the Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due and payable to Promoter in accordance with the Payment Plan on the grounds of non-availability, rejection, non-disbursement, delay in sanction or disbursement of any bank loan or finance and / or for any reason whatsoever and if the Allottee fails to make timely payments due to Promoter, then the Promoter shall have the right to exercise all the rights and remedies as available to it under the Applicable Law. In the event any loan facility has been availed by the Allottee the Sale Deed / Sub-Lease Deed shall be executed only upon receipt of the no-objection certificate from such bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity.
- 2.6. Further, any refund to be made in terms hereof, shall be made to the Allottee strictly in terms of the financial arrangement and understanding and the lending facility agreement entered into between the Allottee and his bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity from whom the Allottee has raised loan / finance for purchase of the Unit. In cases of any such refund being made by the Promoter directly to the bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity, the same shall be deemed as a refund to the Allottee for the purposes of this Agreement in full and final satisfaction and settlement of account of the Allottee in respect of and in relation to the Unit against the Allottee as well as such bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity and no other claim, monetary or otherwise shall lie against the Promoter and the Unit.
- 2.7. Save and except in the case of any bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity with whom any agreement has been separately executed for financing the commercial Unit, if any, Promoter shall not accept any payments on behalf of the Allottee from a Third Party, unless the same is accompanied with a no-objection certificate from such Third Party as per the approved format of Promoter, failing which Promoter may in its sole discretion reject the same and return the said payment directly to the said Third Party. The Promoter shall not be



responsible towards any Third Party that has made payments or remittances to the Promoter on behalf of the Allottee and any such Third Party shall not have any right, title and / or interest against the Unit and / or under this Agreement, whatsoever. Promoter shall communicate only with the Allottee and shall issue its payment receipts only in the name of and to the account of the Allottee.

- 2.8. The Allottee hereby agrees and acknowledges that in the event any of the payment cheques / banker's cheque or any other payment instructions of / by the Allottee is not honoured for any reason whatsoever, then the same shall be treated as default of the Allottee and the Promoter may at its option be entitled to exercise the recourse available thereunder.
- 2.9. The Allottee has to deduct the applicable tax deduction at source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Any failure to deduct or deposit TDS would attract interest & penalty as per provisions of Income Tax Act, 1961. The Allottee shall submit the original TDS certificate in the prescribed timelines mentioned in the Income Tax Act, 1961. In the event the Allottee fails to submit the TDS certificate to the Promoter on the TDS deducted within the stipulated timelines as per Income Tax Act, 1961, the Allottee shall be liable to pay penalty as per provisions of Income Tax Act, 1961.
- 2.10. The Allottee hereby agrees and acknowledges that the Promoter shall accept payments towards the Total Consideration Value from the account(s) of the Allottee and / or joint Allottee only. The Allottee further agrees and acknowledges that in the event any payments of instalments are made by any third party by or on behalf of the Allottee, the Promoter shall not be responsible towards any such third party and such third party shall not have any right or interest whatsoever in the Unit and the Promoter shall issue receipts in favour of the Allottee only.

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

- 3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (erstwhile Foreign Exchange Regulation Act, 1973), Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale/sub-lease / transfer of immovable properties in India etc., and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 (erstwhile Foreign Exchange Regulation Act, 1973) or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Allottee understands and agrees that in the event of any failure on his / her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2. The Promoter accepts no responsibility in regard to matters specified in clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment / remittances on behalf of any Allottee and such third party shall not have any right in the application / allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.
- 3.3. The Allottee has represented and warranted to the Promoter that it has legal and valid power and authority to enter into and perform this Agreement and there is no legal restraint / impediment in this regard and further the Allottee and / or its spouse / parents / children have never been accused and / or prosecuted and / or convicted by any Competent Authority, of any offence relating to money laundering and / or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Foreign Exchange Regulation Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof or faced action on account of any default with respect to any property allotted in any other Project of the Promoter or any of the associates / affiliates of the Promoter or has instituted any suit or complaint or criminal or other actions / proceedings whatsoever against the Promoter, any of its affiliates or associates. The Allottee hereby understands and represents that any failure by it to furnish true and correct information transparently with respect to this warranty shall amount to the breach of this Agreement and the Allottee shall be liable to all the consequential action there under.
- 3.4. The Allottee hereby assures, confirms and declares that all payments made by it are obtained from legal sources and are not proceeds of crime. The Allottee shall at all times keep the Promoter, its director's, employees and agents fully indemnified against any loss, claim or damage that may be caused, or any legal action (including expenses for any legal action) that may be taken against the Promoter, its directors, employees and agents for accepting any payments by the Allottee. The Allottee hereby confirms that in the event the payments made by it or any part thereof is found to be proceeds of crime, then in such an event the Promoter shall be at liberty to cancel the allotment, without issuing any notice regarding the same to the Allottee.
- 3.5. It is clarified that in case of a breach of the terms contained under this clause by the Allottee (or where there are multiple Allottees, by any one or more of them), the Promoter shall have a right to forthwith terminate this Agreement at the sole cost and expense of the Allottee(s). The right of the Promoter to terminate this Agreement under this sub-clause shall be in addition to and not alternative to the other rights and remedies available to the Promoter under this Agreement. Further, nothing contained under this sub-clause shall be deemed to grant a right to the remaining non-defaulting Allottees (if any) to seek a restoration of the booking / allotment of the Unit from the Promoter.

#### **4. ADJUSTMENT / APPROPRIATION OF PAYMENTS**

- 4.1. The Allottee hereby authorizes the Promoter to adjust / appropriate all payments made by him / her under any head(s) of dues against lawful outstanding of the Allottee against

the Unit, if any, in his / her name and the Allottee undertakes not to object / demand / direct the Promoter to adjust his / her payments in any manner.

- 4.2. The Allottee agrees that the Promoter shall adjust amounts received from the Allottee first towards statutory levies and then towards interest on overdue instalments and thereafter, towards overdue instalments or any other outstanding demand and finally, the balance, if any, would be adjusted towards the current instalment or current dues.

## **5. TIME IS ESSENCE**

- 5.1. Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the development upon the Said Landas disclosed at the time of registration thereof with the Authority and towards handing over the Unit to the Allottee and the Common Areas and Facilities to the Association or the Competent Authority, as the case may be.
- 5.2. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him / her and meeting the other obligations under the Agreement subject to the completion of construction by the Promoter as provided in this Agreement.
- 5.3. The Promoter shall abide by the time schedule for completing the development upon the Said Landas disclosed at the time of registration of the Project with the Authority. The Project Completion Date (*defined below*) shall stand reasonably extended on account of (i) any Force Majeure Event; and / or (ii) any reasons beyond the control of the Promoter and / or its agents; and / or (iii) due to non-compliance on the part of the Allottee(s) including on account of any default on the part of the Allottee(s). In case the Promoter is unable to offer possession on or before the Project Completion Date for any reasons other than those set out in the foregoing, then on demand in writing by the Allottee(s), the Promoter shall pay interest in accordance with this Agreement or refund the amounts received from the Allottee(s) along with prescribed interest in accordance with the Applicable Laws.

## **6. CONSTRUCTION OF THE PROJECT / UNIT**

- 6.1. The Allottee has seen and accepted the layout plan / building plan / specifications, amenities, facilities etc. obtained by the Promoter from the Competent Authority and the present Agreement is being entered into by the Allottee after being fully satisfied about the rights and interest of the Promoter over the same and quality of construction at the Said Land and after having full knowledge of the applicable laws, to which the Promoter and / or the Project are or be subject to in future.
- 6.2. The Promoter shall develop the Said Land in accordance with the approved layout plans, floor plans and agreed specifications, amenities, facilities etc. 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, density norms and provisions prescribed under the laws applicable in the State of Uttar Pradesh and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act or as per approvals / instructions / guidelines of the Competent Authority, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

- 6.3. The Promoter may complete the Project in part(s) and obtain part occupation certificates for the same as the Promoter may deem fit. The Allottee confirms and gives his / her specific consent to the same and shall not raise any objection in this regard. In such event, if the Allottee is offered possession of the Unit in such completed part or portion of the development upon the Said Land, the Promoter and / or its agents or contractors shall be entitled to carry on the remaining work including construction / completion of the units or areas near / adjacent to the Unit, including further and additional construction work upon the Said Land including the part or portion where the Unit is situated, and if any inconvenience is caused to the Allottee due to such construction activity or incidental / related activities during the said works or construction, the Allottee shall not object or make any claim (including for any damages) from the Promoter in this regard.
- 6.4. Until the Sub-Lease Deed or other appropriate deeds and documents in respect of all the Units in the Said Land have been executed by the Promoter in favour of the prospective buyers, the Promoter shall have control and authority in respect of all matters concerning the construction at the Said Land, including with respect to the unsold units and the disposal thereof and the management and administration of the Said Land. The Promoter shall always be entitled to sell, let, sublet, lease, give on leave and license, or under any arrangement to persons of its choice or to use, in such manner as it may deem fit, any of the unsold units and to receive consideration, however, subject to payment of all rates, Taxes, cesses, assessments and outgoings in respect of such unsold units.
- 6.5. If required, the Promoter reserves the right to sub-divide the Said Land into sub plots as may be permitted under Applicable Laws / Lease Deed and develop such sub plots (itself or through nominees / other collaborators / co-collaborators) in any manner as the Promoter deems fit and proper, with the prior consent of the Authority. The Promoter, at its sole discretion, shall be entitled to sell, let, sublet, lease the sub plots to third parties. Provided, no such act or deed of the Promoter shall affect rights of the Allottee as provided herein.

## **7. POSSESSION OF THE UNIT**

- 7.1. **Schedule for possession of the said Unit** - The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee and the Common Areas and Facilities to the Association or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Unit to the Allottee on                      ("**Project Completion Date**"), subject to the Allottee being in compliance of all its obligations under this Agreement including timely payments of amounts and subject to force majeure and any extensions granted by the Authority under the Act.

Save as provided under clause 5.3 above, the Allottee hereby agrees and acknowledges that the Project Completion Date shall automatically stand extended if the same is extended under the provisions of the Act or if there is delay or failure on account of (i) happening or occurrence of Force Majeure events; and / or (ii) reasons beyond control of the Promoter and / or its agents; and / or (iii) due to non-compliance on the part of the Allottee including on account of any default on the part of the Allottee.

If, the completion of the development upon the Said Land is delayed due to the above-mentioned conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit.

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

**7.2. Procedure for taking possession –**

- 7.2.1 The Promoter, upon obtaining the occupation certificate / part occupation certificate (as applicable) from the Competent Authority and the Allottee performing and fulfilling its obligations as mentioned in this Agreement, shall issue a written notice (“**Notice of Offer of Possession**”) to the Allottee to take the possession of the Unit within 2 (two) months from the date of issuance of occupation certificate / part occupation certificate (as applicable).
- 7.2.2 The Allottee shall complete the following within such period as mentioned in the Notice of Offer of Possession issued by the Promoter:
- 7.2.2.1 pay to the Promoter the balance of the Total Consideration Value, stamp duty and registration charges for the Sub-Lease Deed together with all dues, outstanding and arrears thereto (if any) and Additional Charges (if any);
  - 7.2.2.2 pay to the Promoter legal cost, charges and expenses, including professional costs in connection with formation of the Association / apex body and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering Sub-Lease Deed with respect to undivided proportionate share in the Common Areas and Facilities in the development upon the Said Land in favour of the Association;
  - 7.2.2.3 execute necessary documents, declarations, indemnities, undertakings etc. as the Promoter may require.
- 7.2.3 The Allottee hereby agrees and acknowledges that in the event of failure of the Allottee to complete the requirements as provided in the Notice of Offer of Possession and take the possession of the Unit within the timeline provided in the Notice of Offer of Possession, the Allottee shall be liable to make payment of the maintenance charges and Holding Charges (*defined below*). Further, in such case, the Allottee shall not raise any dispute, objection, demand or claim whatsoever against the Promoter with respect to any item of work alleged not to have been carried out or completed in the Unit.

- 7.2.4 The Allottee shall execute the Sub-Lease Deed with the Promoter in the format prescribed and get it duly stamped and registered with the Sub Registrar of Assurances, GNIDA within such time period as permissible under the Act.
- 7.2.5 The Allottee hereby agrees and undertakes to make prompt payment of all costs, charges, expenses, fees, etc. towards the execution and registration of the Sub-Lease Deed including but not limited to documentation, printing, stamp duty, registration and other miscellaneous expenditure that may be required for the same. In the event the Allottee fails to pay the said costs, charges, expenses etc. then the Promoter shall be entitled to postpone the execution and registration of the Sub-Lease Deed and handover of possession of the Unit till the time Allottee pays all such costs, charges, expenses etc. In case Allottee fails to pay the said costs, charges, expenses etc. within the timeline specified under the Notice of Offer of Possession then the same shall be treated as default on the part of the Allottee under this Agreement and the Promoter shall be entitled to terminate this Agreement in terms of clause 9.2 hereof.
- 7.3. **Failure of Allottee to take possession of the Unit–**
- 7.3.1 Upon receiving the Notice of Offer of Possession from the Promoter, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Notice of Offer of Possession, and the Promoter shall give possession of the Unit to the Allottee as per terms and conditions of the Agreement.
- 7.3.2 Notwithstanding anything contained in the Agreement, in case the Allottee defaults to comply with its obligations as stated in the present Agreement and / or fails to take over the possession of the Unit within the timeline stipulated in the Notice of Offer of Possession, then the Allottee shall also be liable to pay to the Promoter holding charges of Rs. 100 / - (Rupees One Hundred) per month per square ft. (“**Holding Charges**”) of the Carpet Area till the actual date of possession and applicable maintenance charges towards upkeep and maintenance of the Common Areas and Facilities and Limited Common Areas and Facilities for the period of such delay, which shall be payable by the Allottee within the time period stipulated by the Promoter. Such Holding Charges shall be a distinct charge unrelated to and in addition to the maintenance or any other charges payable by the Allottee.
- 7.3.3 The Allottee hereby agrees and acknowledges that in the event the Allottee fails to pay all dues payable and / or to take actual possession of the Unit within the time provided in the Notice of Offer of Possession, the Unit shall be and remain at the sole risk and cost of the Allottee. The Maintenance Charges with respect to the Unit shall be applicable and payable by the Allottee with effect from the last date given in the Notice of Offer of Possession, irrespective of whether the actual possession of the Unit has been taken or not by the Allottee. During the period of said delay, the Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.
- 7.4. **Possession by the Allottee -** After obtaining the occupation certificate/part occupation certificate of the building blocks in respect of the Project and handing over the physical possession of the Unit to the Allottee, it shall be the responsibility of the Promoter to

hand over the necessary documents and plans and Common Areas and Facilities to the Association or the Competent Authority, as the case may be, as per the Applicable Laws.

**7.5. Cancellation by the Allottee-**

7.5.1 The Allottee hereby agrees and accepts that in the event, the Allottee intends to cancel / withdraw his / her allotment, prior to receipt of occupation certificate or part thereof (as the case may be), without any fault of the Promoter then the Allottee shall give a prior written notice ("**Notice**") of 45 (fortyfive) working days to the Promoter expressing his / her intention to terminate / withdraw this Agreement. Upon receipt of Notice for termination of this Agreement, the Promoter shall be entitled to forfeit the Booking Amount along with the Non-Refundable Amount paid with respect to the Unit. The Promoter shall return the balance amounts paid by the Allottee after re-allotment of the Unit.

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

Except for occurrence of a Force Majeure Event, if the Promoter fails to complete or is unable to give possession of the Unit by the date specified in clause 7.1 hereto; or due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw, 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 prescribed in the Act including compensation in the manner as provided under the Act.

Provided that if the Allottee does not intend to withdraw from the development upon the Said Land, the Promoter shall pay the Allottee interest at the rate prescribed in the Act for every month of delay, till the handing over of the possession of the Unit which shall be paid by the Promoter to the Allottee.

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

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

- (a) The Promoter has absolute and clear and leasehold rights with respect to the Said Land; the requisite rights to carry out development on the Said Land and absolute, actual, physical and legal possession of the Said Land;
- (b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development upon the Said Land;
- (c) There are no litigations pending before any Court of law or Authority with respect to the Said Land or the Unit;

- (d) All approvals, licenses, sanctions and permissions issued by the competent authorities with respect to the development upon the Said Land as well as for the 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 the Applicable Laws in relation to the Project, Said Land, Unit and Common Areas and Facilities;
- (e) 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 and interest of the Allottee created herein, may prejudicially be affected;
- (f) The Promoter has not entered into any agreement for sale / lease / sub-lease and / or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (g) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from sub-leasing the said Unit to the Allottee in the manner contemplated in this Agreement;
- (h) At the time of execution of the Sub-lease Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee, Common Areas and Facilities to the Association of Allottees or the Competent Authority, as the case may be;
- (i) That the Allottee has been informed and hereby acknowledges that land payments/lease rent with respect to the Said Land shall be paid in accordance with the terms of the lease deed executed between the GNIDA and the Promoter herein. Further, the same shall be paid by the Promoter over a period of time.
- (j) Except as stated herein, the Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the Said Land / development thereupon to the competent authorities till the completion certificate is issued by the competent authorities and Notice of Offer of Possession is issued by the Promoter to the Allottee;
- (k) No notice from the Government or any other local body or Competent 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 Said Land.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES**

### **9.1. Promoter Default:**

- (a) Except for and subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events (“**Promoter Default**”):



- i. If the Promoter fails to complete or is unable to provide ready to move in possession of the developed Unit to the Allottee within the time period specified in clause 7.1 or fails to complete the development upon the Said Land within the stipulated time disclosed at the time of registration thereof 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 or part thereof, 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.
- (b) Upon occurrence of the Promoter Default as listed above, the non-defaulting Allottee is entitled to the following:
- i. Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction / development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or
  - ii. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, along with interest at the rate equal to Marginal Cost of Lending Rate on home loan of the State Bank of India plus 1% (one percent).

Provided that where an Allottee does not intend to withdraw from the development upon the Said Land or terminate the Agreement, the Allottee shall be paid, by the Promoter, interest at the rate prescribed in the Act, for every month of delay till the offer / handing over of the possession of the Unit.

9.2. **Allottee Default:**

- (a) The Allottee shall be considered under a condition of default, on the occurrence of the following events ("**Allottee's Default**"):
- i. In case the Allottee fails to make payments for any demands made by the Promoter for an instalment as per the Payment Plan annexed hereto, despite having been issued a demand in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Act.
  - ii. In case of default by the Allottee listed above continues for a period beyond 15 days after demand notice from the Promoter in this regard, the Promoter shall be entitled, at its discretion, to cancel the allotment of the Unit in favour of the

Allottee and refund the money paid to him / her by the Allottee by deducting the Booking Amount along with Non-Refundable Amounts.

- iii. In the event if the Allottee fails to comply with its obligations, terms, conditions as set out in this Agreement and fails to rectify the default within the aforesaid period of 90 days then the Promoter shall be entitled, at its sole option, to terminate this Agreement and forfeit Booking Amount along with the Non-Refundable Amount.

The Promoter shall intimate the Allottee about such termination at least 15 (fifteen) days prior to such termination.

- (b) After the said forfeiture, the Promoter shall refund the balance amounts, if any, to the Allottee or to his banker / financial institution, as the case may be, without any liabilities towards interest / cost / damages whatsoever upon the Allottee executing and registering the cancellation deed within 15 (fifteen) days of termination notice by the Promoter, failing which the Promoter shall be entitled to proceed to execute / register the cancellation deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee and the Allottee hereby acknowledges and confirms the same. The Parties further confirm that any delay or default in such execution / registration shall not prejudice the cancellation, the Promoter's right to forfeit various amounts paid / due from the Allottee subject to the provisions / limits as prescribed under Applicable Laws and the Promoter's right to sell / transfer the Unit to any third party.

- 9.3. Upon termination of this Agreement as mentioned herein above, the Allottee shall be left with no right, title, interest, claim, lien, authority whatsoever, either in respect of the Unit, car parking (if applicable) and / or the Project and/or the Said Land and the Allottee waives his / her rights of claim and / or dispute against the Promoter in any manner whatsoever, and the Promoter shall be released and discharged of all its liabilities and obligations under this Agreement. The Allottee acknowledges that the provisions of this clause shall survive the termination of the present Agreement. Further, the Promoter shall be entitled, without any claim or interference of the Allottee, to convey, sell, sub-lease, transfer and / or assign the Unit in favour of third party(ies) or otherwise deal with it as the Promoter may deem fit and appropriate, in such a manner that this Agreement was never executed and without any claim of the Allottee to any proceeds / consideration of such conveyance, sale, sub-lease, transfer and / or assignment of the Unit in favour of third party(ies).

- 9.4. The Allottee further undertakes to present himself for surrender of the Agreement, upon termination / cancellation of the allotment as may be required under the Applicable Laws, at the office of concerned sub-registrar of assurances. Further, the Allottee undertakes to pay applicable registration charges, legal expenses and all other miscellaneous and incidental expenses for the surrender of the definitive documents on termination / cancellation of the allotment by the Parties.

- 9.5. The Allottee hereby agrees and acknowledges that in the case of allotment of the Unit in favour of multiple holders then, unless a duly executed instruction by all such holder(s) is provided to the Promoter at the time of termination, all payments / refund to be made by the Promoter to the Allottee under the terms of this Agreement upon

termination, shall be made to the first mentioned Allottee, which payment / refund shall be construed to be a valid discharge of all liabilities towards all such joint holders / allottee(s).

## **10. SUB-LEASE OF THE UNIT**

- 10.1. The Parties hereby agree that the Unit shall be sub-leased in favour of the Allottee through due execution of a tripartite sub-lease deed (between GNIDA, the Promoter and the Allottee) duly stamped and registered with the jurisdictional Sub Registrar of Assurances ("**Sub-Lease Deed**") along with other documents as envisaged in this Agreement or as may be required under the Applicable Laws or by GNIDA or by the Promoter.
- 10.2. Further, the Parties shall execute the Sub-Lease Deed within the timelines as prescribed under the Applicable Laws. However, in case the Allottee fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice of offer of possession, the Allottee authorises the Promoter to (in addition to the other remedies available under this Agreement) withhold registration of the sub-lease deed in their favour till payment of stamp duty and registration charges is made by the Allottee to the Promoter.

## **11. MAINTENANCE**

- 11.1. The Promoter, either through itself or any third party, 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 Allottees or Competent Authority, as the case may be, upon the issuance of the occupation certificate / part thereof, of the Project, as the case maybe. The Promoter, for the purposes of carrying out such maintenance services at the Project / part thereof, may employ / hire a maintenance agency ("**Maintenance Agency**") appointed for the said purposes.
- 11.2. The Allottee hereby accepts that the provisions of such maintenance services and use and access to the Common Areas and Facilities in the Project shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges etc. ("**Maintenance Charges**") to the Association or Maintenance Agency and performance of all conditions, covenants, obligations and responsibilities of the Allottee under this Agreement. The rates of maintenance and service charges shall be fixed by the Promoter or Association or the Maintenance Agency, as the case may be, keeping the prices of commodities, services, wages, official levies, fees(s), taxes, water and electricity charges, power backup, diesel consumption charges etc. prevalent at that point of time. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned.
- 11.3. The Allottee hereby agrees and undertakes to execute a Maintenance Agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter / Association / Maintenance Agency as appointed for maintenance and upkeep of the Project / part thereof by the Promoter ("**Maintenance Agreement**"). Execution of the Maintenance Agreement shall be a condition precedent for handing over

possession of Unit by the Promoter and also for executing the Sub-Lease Deed of the Unit.

- 11.4. That as and when any plant, machinery, equipment etc. within the Project / part thereof including but not limited to lifts, DG sets, electric substation, pumps, solar panel, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the Allottees / occupants of the Apartments/Units in the Project on pro-rata basis (i.e. in proportion to the Super Area of the Apartment/Units to the Super Area of all the Apartments/Units in the Project, which may include the residential and commercial Apartments/Units as well, as the case may be).
- 11.5. The Allottee further agrees and undertakes to be bound from time to time to sign and execute all papers, documents, deeds and / or other writings as required, at the sole discretion of the Promoter / Maintenance Agency / Association, for the purposes of framing rules for management of the Project and use of the Unit by the Allottee for ensuring safety and safeguarding the interest of the Promoter / Maintenance Agency / Association and the other allottees and the Allottee also agrees and confirms not to raise any disputes / claims against the Promoter / Maintenance Agency / Association and other allottees in this regard. It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Allottee(s) and / or Association for any act, deed, matter or thing committed or omitted to be done by the Maintenance Agency in the due course of such maintenance, management and control of the Project, and / or Common Areas and Facilities, amenities and services thereto, as the arrangement between the Promoter and the Maintenance Agency is on principal to principal basis.
- 11.6. The Allottee having agreed to purchase the Unit as per the floor plans/unit plans provided in **Schedule-Chereto** and specifications of the Unit as detailed in **Schedule-Ehereto** shall not raise a demand or claim upon the Promoter to provide any other areas, balconies, terrace etc. which do not form part of the description and specifications of the Unit being subject matter of this Agreement nor object or interfere with the enjoyment of such areas, balconies, terrace etc. by the respective Unit owners.
- 11.7. The Allottee agrees to comply with all rules, regulations, directions etc. framed by Promoter / Association / Maintenance Agency under the Applicable Laws with regard to provision of maintenance services in the development upon the Said Land / Project.

## **12. FORMATION OF ASSOCIATION OF UNIT OWNERS**

- 12.1. The Allottee understands and agrees that in order to look after administration and management of essential common infrastructure facilities of the Project, the Promoter may, as may be required under Applicable Laws, form (i) separate company / condominium / society / Association of Allottees ("**Association**") for the Project and / or one or more parts in the Project at its discretion, and form an apex organization for the entire development/Project ; (ii) or form a single Association for the Project. The Association shall adhere to their respective bye laws and guidelines as may be formulated by the Promoter in accordance with the Applicable Laws. Further, the Association shall, independent of the other, manage and conduct the affairs relating to respective parts / zones / land parcels and the rights, entitlements and obligations of the residents with respect to the Common Areas and Facilities within such parts / zones /

land parcels. The Common Areas and Facilities within the Project shall be transferred to the Association by the Promoter in accordance with Applicable laws upon obtaining occupation certificate.

- 12.2. The Allottee hereby agrees and undertakes to join the Association and to sign and execute the application for membership and other papers, instruments and documents in this regard as may be required by the Promoter or Association and return the same to the Promoter or Association within 15 (fifteen) days from the same being forwarded to the Allottee. The Allottee further undertakes to pay any fees / subscription charges and other charges demanded thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.

### **13. DEFECT LIABILITY**

- 13.1. In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligation of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of grant of occupation certificate / part occupation certificate (as per the terms of the Notice of Offer of Possession), and if such defect is confirmed by the Promoter's architect surveyor, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days. Provided, the Promoter shall not be liable for any such structural / architectural defect which result from / induced by: (i) the Allottee, by means of carrying out structural or architectural changes from the original specifications / designs; or (ii) any act, omission or negligence attributable to the Allottee or non-compliance of any Applicable Laws by the Allottee; or (iii) ordinary wear and tear in due course. Provided further, in case any such structural defect or any other defect in workmanship, quality or provision of services by the Promoter at the Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days having regard to the nature of defect, then the Promoter shall be entitled to such additional time period.

### **14. RIGHT TO ENTER THE UNIT FOR REPAIRS**

- 14.1. The Promoter / Maintenance Agency / Association / Competent Authority shall have rights of access of Common Areas and Facilities, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association / Maintenance Agency / Competent Authority / Promoter to enter into the Unit or any part thereof, after due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect.
- 14.2. The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project and any common rights of ways with the authority to grant such rights to the Allottee and / or other allottees at the Project (present and future) at all times and the right of access to the Project for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, etc. situated at the Said Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project and if necessary to connect the drains, pipes, cables etc. under,

over or along the Project appurtenant to each and every building to be constructed at the Project without in any way obstructing or causing nuisance to the ingress and egress of the Allottee and other occupants of the Units constructed at the Project. Further, in case of exigency situations like fire, short circuits, leakages on the floor above or below or adjacent etc. of the Unit, the Allottee authorizes the Promoter and / or Maintenance Agency to break open the doors / windows of the Unit and enter into the Unit to prevent any further damage to the other Units in the Project. In such a case, the Promoter and / or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee on account of entry to the Unit as aforesaid and the Allottee hereby expressly consents to the same.

## **15. USAGE OF BASEMENT AND SERVICE AREAS**

- 15.1. 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, store rooms, firefighting pumps and equipment etc., and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and basement(s) in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association / Maintenance Agency / Competent Authority for rendering maintenance services.

## **16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT / PROJECT**

- 16.1. The Allottee shall, after taking possession, be solely responsible to maintain the Unit at his / her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the buildings of the Project, or the Unit, Common Areas and Facilities, the staircases, lifts, common passages, corridors, circulation areas, fire refuge 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 said Project is not in any way damaged or jeopardized.
- 16.2. The Allottee shall not hang, shake or throw any article from door, window, balcony, terraces etc. of the building(s) in the Project.
- 16.3. The Allottee further undertakes, assures and guarantees that he / she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc., on the face / facade of the buildings of the Project or anywhere on the exterior of the Project, or Common Areas and Facilities. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Unit.

- 16.4. The Allottee agrees not to fix and / or install any antenna and / or other telecommunication or other communication equipment on the roof top, terraces or external façade of the building constructed over the Said Land except with the prior written consent of the Promoter / Association of Allottees / Master Association / the Maintenance Agency / the Competent Authority, as the case may be. The Allottee may subject to prior written consent of the Promoter / Association of Allottees / Master Association / the Maintenance Agency / Competent Authority, only install any antenna and / or other telecommunication or other communication equipment at such places as may be earmarked for such purpose and on such terms and conditions as may be specified in this regard. The obligation to obtain the requisite permissions, sanctions, registrations, permits, approvals etc. from the Competent Authorities under the Applicable Laws for such installations on the roof top, terraces or external façade of the building or other places in the Project shall be that of the Allottee who shall obtain and keep valid the same at its own cost and expense.
- 16.5. The Allottee / Association shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and / or Maintenance Agency / Competent Authority, as the case may be. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.6. The Allottee agrees not to fix or install air conditions and / or heating systems in the Unit, and / or any other equipment in the Unit(except as designated places in the Unitfor such installation, provided such places for equipment installations are specified and permitted by the Promoter / Association of Allottees / Apex Association / Maintenance Agency / Competent Authority, as the case may be).
- 16.7. Upon taking over possession of the Unit, the Allottee shall, after obtaining all permissions, approvals etc. as may be required and at his / her own costs and expenses, carry out the fit-outs / interior works in the Unit, as per his / her requirement and use. The Allottee hereby agrees and acknowledges that all such works in respect of fit-outs / interior works in the Unit will be done as permitted by the Promoter / Association / Maintenance Agency / Competent Authority, as the case may be and upon payment of such charges as may be levied by the Promoter / Association / Maintenance Agency / Competent Authority, as the case may be. The safety of material and equipment kept for interior works shall be the sole responsibility of the Allottee, for which the Promoter shall not be held responsible, nor shall the Promoter / Association of Allottees / Maintenance Agency shall be held liable for any accident and / or injury caused to the Allottee, workman, any employee etc, for the purposes of carrying out interior works. The Allottee shall keep the Promoter / Association of Allottees / Maintenance Agency, as the case may be, fully harmless against all such claims or liabilities.
- 16.8. The Allottee ensures and undertakes that all fit-outs done internally within the Unit shall not pose any nuisance to the other occupants / purchasers. The Allottee while carrying out the interiors shall also ensure protection against fire, pollution or health hazards, noise, etc. in the Project. Without prejudice to the aforesaid, in the event the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Unit,the Promoter / Maintenance Agency / Association shall be entitled to call upon the Allottee to rectify the same and to restore the Unit to its original condition within 7 (seven) days from the date of intimation by the Promoter /

Maintenance Agency / Association in this regard. In the event the Allottee does not rectify the breach within such period of 7 (seven) days, the Promoter / Maintenance Agency / Association may carry out necessary rectification / restoration to the Unit (on behalf of the Allottee) and all such costs / charges and expenses incurred by the Promoter / Maintenance Agency / Association shall be promptly reimbursed by the Allottee. If the Allottee fails to reimburse to the Promoter / Maintenance Agency / Association any such costs / charges and expenses within 7 (seven) days of demand by the Promoter / Maintenance Agency / Association, the same would be deemed to be a charge on the Unit and the Promoter / Maintenance Agency / Association shall have the right to recover such cost / charges from the interest free maintenance security charges paid by the Allottee.

- 16.9. The Allottee shall use the Unit as per the provisions of this Agreement and bye laws of the Association / Maintenance Agency / Promoter / Competent Authority, as the case may be 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.
- 16.10. The Allottee 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.
- 16.11. The Allottee shall neither encroach upon the Common Areas and Facilities and Limited Common Areas and Facilities, passages, corridors nor 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.
- 16.12. No pet shall be kept or harboured in the Common Areas of the Project, nor shall the pets be permitted on elevators or in any part of the Project unless they are accompanied by a responsible person.
- 16.13. Garbage and refuse from the said Unit shall be deposited in such place only in the Project and at such time and manner as the Promoter / Association of Allotees / Maintenance Agency / Competent Authority may direct.
- 16.14. The Allottee / Association of Allottees shall not remove any wall, including the outer and load bearing wall of the said Unit for commercial usage and car parking (if applicable), as the case may be.
- 16.15. The Allottee shall not store in the Unit or bring into the Project any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project or which is objected to by the Promoter or the Association. If any damage is caused to the Unit, Common Areas and Facilities, Limited Common Areas and Facilities or to the Project on account of any act, negligence or default on part of the Allottee or his / her employees, agents, servants, guests, or invitees, the Allottee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and / or damage caused as may be levied by the Promoter or the Association or Maintenance Agency,



as the case may be, whose decision in this regard shall be final and binding on the Allottee.

- 16.16. The Allottee shall neither cause or allow to be done any structural changes or alteration or modifications to the superstructure, floor, ceiling, beams, columns, walls, layout or finishes etc. within the said Unit nor remove any walls or change the position of the doors and windows, increase the area of the said Unit by enclosing balcony (if any) or any part thereof or to the exterior of the said Unit, whether temporary or of a permanent nature.
- 16.17. The Allottee acknowledge(s), agree(s) and undertake(s) that the Allottee 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 or make any claims / demands on the Promoter or any of its sister concerns / affiliates with respect thereto.
- 16.18. No vehicle belonging to the Allottee or to a family member, or any visitor to the Unit shall be parked in open space or in the manner such as to impede or prevent ready access to the entrance of the building / Project.
- 16.19. The Project shall always be known as “KAMAKHYA CROSS WALK[.]” and this name shall not be changed by anyone including the Allottee or his / her lessees / occupant(s) / transferee(s) / assignee(s) / Association etc. However, it is agreed by the Allottee that the name of the Project “KAMAKHYA CROSS WALK[.]” or of the individual towers may be changed at the sole discretion of the Promoter in accordance with the Applicable Laws.
- 16.20. The Allottee agrees and confirms that the present Agreement and the payment made hereunder does not create or bring into existence any lien / encumbrance over the Unit in favour of the Allottee against the Promoter, other than rights and interests as contemplated under this Agreement. Further, the Allottee agrees that the Allottee shall not, without the written approval of the Promoter, create any third party interest on the Unit whatsoever, till the date of execution and registration of the Sub-Lease Deed in his / her favour by the Promoter. However, Allottee for the purpose of facilitating the payment of the Total Consideration Value and any other amounts payable under this Agreement, the Allottee may apply for and obtain financial assistance from banks / financial institution after obtaining prior written permission from the Promoter. Any such arrangement / agreement shall be entered into by the Allottee at his / her sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and / or housing loan from any bank / financial institution, the Promoter may issue the permission / NOC / tripartite agreement as may be required by the banks / financial institution, subject however, that the Promoter shall by no means assume any liability and / or responsibility for any such loan and / or financial assistance which the Allottee may obtain from such bank / financial institution. The Allottee shall, at the time of grant of permission or NOC by the Promoter, furnish an undertaking / declaration to the Promoter to indemnify the Promoter for all costs, expenses, injuries, damages etc. which the Promoter may suffer for any breach / default that may be committed by the Allottee to the third party / banks / financial institution. The Allottee hereby agrees that the Promoter shall be entitled to terminate 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.

- 16.21. With effect from the expiry of timeline provided in the Notice of Offer of Possession, or the date of execution of the Sub-Lease Deed, whichever is earlier, the Allottee agrees to pay on demand all Taxes, charges, dues, demands etc. and / or any enhancement thereof whether leviable now or in future, on the Project, as the case may be, in proportion to the super area of the Unit. Such apportionment of the taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Promoter or the Association, as the case may be, and the same shall be conclusive, final and binding upon the Allottee.
- 16.22. The Allottee hereby agrees and undertakes the lease rent / land premium / one-time lease rent to GNIDA shall be paid by the Allottee on pro-rata basis once the possession of the Unit is offered to it by the Promoter. In case the same gets enhanced under the Applicable Laws including revision of lease rental, whether prospectively or retrospectively, the same shall be payable by the Allottee.
- 16.23. The Allottee further confirms that the Promoter only attorns to the representations made in the present Agreement or the representations / brochures available on the official website of the Promoter. The Allottee further confirms and acknowledges that it has not solely relied on the representations / brochure / advertisement available on the official website but has exercised its personal discretion, independent judgment and investigation and only on being satisfied has decided to enter into this Agreement for the sub-lease of the Unit. The Allottee further confirms that they have obtained appropriate professional advice before proceeding further with this Agreement. Further, the Allottee confirms to have considered, reviewed, evaluated and being satisfied with the specific features of the Project.
- 16.24. The Allottee shall not (i) undertake any act, deed or thing; or (ii) cause anything to be done; which may on its own or have the effect of, sub-dividing (directly or indirectly) the Unit or land underneath or lands forming part of Common Areas and Facilities and the Limited Common Areas and Facilities.
- 16.25. The Allottee hereby agrees and acknowledges that in the event, the Allottee intends to transfer his / her allotment either in the name of any third party, the Allottee shall obtain the prior written consent of the Promoter and pay the necessary administrative charges, as may be determined by the Promoter from time to time and transfer charges as per the prevailing policy of GNIDA. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer.

## **17. ANTI-MONEY LAUNDERING:**

- 17.1 The Allottee hereby declare(s), agree(s) and confirm(s) that the monies paid / payable by the Allottee under this Agreement towards the said Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is / are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and / or amended from time to time (collectively "Anti Money Laundering").

- 17.2 The Allottee further declare(s) and authorise(s) the Promoter to give personal information of the Allottee to any statutory authority as may be required from time to time. The Allottee further affirms that the information / details provided is / are true and correct in all respect and nothing has been withheld including any material facts within his / her / their / its knowledge.
- 17.3 The Allottee further agree(s) and confirm(s) that in case the Promoter becomes aware and / or in case the Promoter is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Promoter shall at its sole discretion be entitled to cancel / terminate this Agreement. Upon such termination, the Allottee shall not have any right, title or interest in the said Unit neither have any claim / demand against the Promoter, which the Allottee hereby unequivocally agree(s) and confirm(s).
- 17.4 In the event of such cancellation / termination, the Promoter shall refund the extent of Total Consideration Value amount received from the Allottee after forfeiting the Booking Amount along with Non-Refundable Amount in accordance with the terms of this Agreement, only after the Allottee furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee. The Allottee shall also be liable to pay cost, charges and stamp duty towards execution and registration of cancellation deed, in case required by the Promoter. It is clarified that the Promoter shall under no circumstance be liable to return / refund any portion of the Applicable Taxes any Pass Through Charges paid / incurred by the Allottee to the Promoter or any government authority.

## **18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC., BY PARTIES**

- 18.1. The Parties are entering into this Agreement for the allotment of the Unit, with the full knowledge of all laws, rules, regulations, and notifications applicable in the State of Uttar Pradesh and related to the Project.

## **19. ADDITIONAL CONSTRUCTIONS**

- 19.1. The Promoter undertakes that it has no right to make addition or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and in this Agreement.
- 19.2. The Promoter shall be free to use any further additional FAR obtained by the Promoter under any new or existing policy(ies) as may be approved and notified by the Government/Concerned Authorities from time to time under the Applicable Laws.
- 19.3. Neither the Allottee nor any of the other allottees of the units in the Project, nor the Association / apex body / shall be entitled to claim any FAR howsoever available on the Said Land. All FAR at any time available in respect of the Said Land in accordance with the layout or any part thereof shall always belong absolutely to the Promoter. The Allottee agrees and understands that if the FAR is increased by the Competent Authority beyond the current applicable FAR, the Promoter shall have the exclusive right and ownership on the additional FAR. The Promoter shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional

buildings on the Said Land as per the approvals granted by the Competent Authority and as per the Applicable Laws. The Allottee 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 shall give his / her consent as required under the Applicable Laws.

- 19.4. The unutilized / residual FAR (including future accretions / enhancement due to change in law or otherwise) in respect of the Said Land shall always be available to and shall always be for the benefit of the Promoter and the Promoter shall have the right to deal / use the FAR as it may deem fit, without any objection / interference from the Allottee / Association / apex body. In the event of any additional FAR in respect of the Said Land or any part thereof being increased as a result of any favourable relaxation of the relevant building regulations or increase in incentive FAR or otherwise, at anytime, hereafter, the Promoter alone shall be entitled to the ownership and benefit of all such additional FAR for the purpose of the development and / or additions to the built up area on the Said Land as may be permissible.
- 19.5. The Allottee or the Association / apex body shall not alter / demolish / construct or redevelop the towers or the Said Land or any part thereof, until and unless the tower is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FAR available on the Said Land. It is also agreed by the Allottee that even after the formation of the Association / apex body, the Promoter, if permitted by the Competent Authority, shall be entitled to utilize further development potential (including fungible FAR), by putting up further construction on the Said Land and shall thereby continue to retain full right and authority to develop the Said Land and to utilize the entire FAR and / or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Promoter who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Promoter may deem fit.
- 19.6. The Promoter shall have the right, at its sole discretion and without any prior consent, concurrence or approval of the Allottee to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in relation to any unsold Units within the building where the Unit is located / Project, as per the Applicable Laws and guidelines, permissions / directions or sanctions by the Competent Authority and the Allottee agrees not to raise any objection or cause any impediment to or hindrance in or to make any claim or compensation in this regard.

## **20. MORTGAGE / ENCUMBRANCE**

The Allottee acknowledges that the Promoter may avail construction finance from a scheduled bank / financial institution for the development of the Project or part thereof, and may mortgage the receivables from the Project or part thereof, to the said bank / financial institution along with the Said Land. The said mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take on sub-lease the present Unit and NOC shall be provided as and when required.

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

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the relevant acts, rules and regulations / bye laws, instructions / guidelines and decisions of competent authority prevalent in the State of Uttar Pradesh.

**22. BINDING EFFECT**

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

22.2. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and / or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the Booking Amount shall be forfeited as per the terms of the Application.

**23. 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.

**24. RIGHT TO AMEND**

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

**25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENTALLOTTEES**

25.1. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the Unit, in case of a transfer, 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 in not making payments as

per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and / or binding on the Promoter to exercise such discretion in the case of other allottees.

- 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. NOMINATION/ ASSIGNMENT AND TRANSFER OF RIGHTS:**

- 27.1. It is agreed that Allottee shall not be entitled to transfer or assign the rights, entitlements and obligations under this Agreement to any third party, without the prior written consent from the Developer, which shall be granted subject to the then existing policy of the Developer, including with regard to payment of the charges in case of such transfer/assignment, and compliance with all necessary formalities and execution and submission of all necessary documents.
- 27.2. For avoidance of any doubt, any proposal for addition/deletion of names as an Allottee shall be deemed to be a transfer/assignment of allotment and the Allottee will be liable to pay transfer/administrative charges set forth under this Agreement. For executing such request, the Allottee must provide the relevant documents as demanded/required by the Developer. Allottee shall be responsible for all legal/monetary or any other consequences that may arise from such transfer.
- 27.3. The Allottee shall be entirely responsible and liable for all legal, monetary and other consequences that may arise from transfer/assignment of the Unit. The Allottee hereby undertakes to keep the Developer saved, indemnified and harmless at all times from any legal, monetary(including liability for any tax, penalty or duties), or any other adverse consequence whatsoever on account of such permission being granted by the Developer, upon request of the Allottee.
- 27.4. In the event of any assignment/transfer, the assignee/transferee shall be bound by the terms and conditions stipulated herein as if the same has been ab-initio executed by such assignee/transferee. Any claim or dispute between the Allottee and such assignee/transferee will be settled inter-se between them and the Developer shall not be party to the same under any circumstance.
- 27.5. 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 to the Developer setting out their rights and entitlements in this regard. Such legal heirs/beneficiaries shall abide by all the obligations mentioned under this Agreement and shall be bound by the same.

## **28. 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 Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in Project, the same shall be the proportion which the super area of the Unit bears to the total superarea of all the Commercial Units in the Project/Commercial Units.

**30. FURTHER ASSURANCES**

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

**31. PLACE OF EXECUTION**

- 31.1. The execution of this Agreement shall be complete only upon its execution by the Allottee (*in case of joint allottees by such joint allottee also*) and the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar at GNIDA in accordance with the Act, Rules and Regulations made there under or the applicable law, as the case may be. Hence this Agreement shall be deemed to have been executed at GNIDA, Uttar Pradesh.

**32. NOTICE**

- 32.1. All notices to be served on either of the Parties by the other shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addressees specified below:

In case of the Allottee:

Name of Allottee : [•]  
Address : [•]  
Email Address : [•]

In case of the Promoter:

Name of Promoter: HT KAMAKHYA DEVELOPERS  
Address: **C-59, Sector – 63, Noida, UP-201301**

Email Address : dev.htk@gmail.com.

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

### **33. JOINT ALLOTTEES**

In case of joint allottees, all communication shall be sent to the first named Allottee in this Agreement, and the same shall be deemed as properly served on all allottees, and no separate communications shall be sent to the joint allottees.

### **34. INDEMNITY**

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

### **35. RIGHT TO TRANSFER BY THE PROMOTER**

The Promoter may sell, assign, mortgage or otherwise deal with or dispose of all their rights, titles and interests in the Said Land Project or any part thereof to third party(ies) as may be permitted under the Applicable Laws. In addition, the Promoter reserves the right to assign / transfer all or any of its rights and obligations in respect of the Project in favour of any group company or associate company or a subsidiary company or a LLP or a special purpose vehicle to be formed / formed for the purpose of the execution of the Project in accordance with Applicable Laws. With effect from such date of assignment, all the letters and correspondences exchanged with the Allottee including the monies paid there under shall automatically stand transferred in the name of such new company / entity without any alterations in the original terms and conditions. The Allottee has no objection to the same and shall continue to perform all his obligations towards such new company / entity in accordance with the terms hereof.

### **36. SAVINGS**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Unit prior to the execution and registration of this Agreement



for such Unit shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or the rules or the regulations made thereunder.

### **37. GOVERNING LAW AND JURISDICTION**

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

### **38. 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 discussions within 30 days, failing which the same shall be settled as the case may be through the Authority or Adjudicating Officer appointed under the Act.

### **39. BROKERAGE**

In case the Allottee is liable to pay any fee or commission or brokerage to any person for services rendered by such person to the Allottee in respect of the Unit (hereinafter referred to as “Indian Property Associate / Channel Partner”), the Developer shall in no way, whatsoever, be responsible or liable for the same and no such fee, commission and/or brokerage shall be deductible from the amount of Total Consideration Value agreed to be payable towards the Unit. Further, no such person shall in any way be construed as an agent of the Developer. The Developer shall in no way be responsible or liable for any act of omission or commission on the part of such person and/or for any representation, undertaking, assurance and/or promise made/given by such person to the Allottee.

### **40. CONFIDENTIALITY: -**

The Parties hereto agree that all the information, discussions, documents etc. exchanged to date and which may be exchanged, including the contents of this Agreement and any documents executed in pursuance thereof (“**Confidential Information**”) is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the prior written consent of the other Party. The confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding on the Parties and shall always be in full force and effect. Nothing contained hereinabove shall apply to any disclosure of Confidential Information, if: (a) such disclosure is required by law or requested by any Competent Authority or regulatory or judicial/ quasi-judicial authority or other recognized investment exchange having jurisdiction over the Parties; or (b) such disclosure is required in connection with any litigation or like proceeding; or (c) such information is already available in the public domain other than as a result of breach by any Party.

### **41. COUNTERPARTS**

Two sets of this Agreement in original shall be executed, after due execution- one set of the original Agreement (on plain paper with original signatures) shall be retained with the Developer and the second original copy shall be sent to the Allottee for his reference and record. All of such counterparts taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF, THE PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH AT SUCH PLACE AND ON THE DAY FIRST ABOVE WRITTEN.**

<b>SIGNED AND DELIVERED BY THE WITHIN NAMED:</b> Allottee:(including the Joint Allottee)	
(1) Signature _____ Name _____ Address _____	<div style="border: 1px solid black; padding: 5px; width: fit-content;">         Please affix          photograph and          sign across the          photograph       </div>
(2) Signature _____ Name _____ Address _____	<div style="border: 1px solid black; padding: 5px; width: fit-content;">         Please affix          photograph and          sign across the          photograph       </div>

<b>SIGNED AND DELIVERED BY THE WITHIN NAMED:</b> <b>Promoter</b>	
Signature (Authorised Signatory) _____ Name _____ Address _____	<div style="border: 1px solid black; padding: 5px; width: fit-content;">         Please affix          photograph and          sign across the          photograph       </div>

## WITNESSES

**1. Signature**  
**Name**  
**Address**

**2. Signature**  
**Name**  
**Address**



**SCHEDULE A**  
**LIST OF APPROVALS**

1. Lease Deed dated 20.03.2024 in favour of the Promoter, duly registered with the Office of Sub-Registrar – Sadar , Gautam Budh Nagar.UP
2. Building Plans approved by the Competent Authority vide Memo No- PLG/BP SM-06-May-2024:21179. Dated 24-06-2024

**SCHEDULE B**  
**DESCRIPTION OF THE UNIT**

**SCHEDULE C**  
**FLOOR PLAN/ UNIT PLAN OF THE UNIT**

**SCHEDULE D**  
**TOTAL CONSIDERATION VALUE AND PAYMENT PLAN**

**SCHEDULE E**  
**SPECIFICATIONS, AMENITIES, FACILITIES OF THE UNIT**