

## Agreement to Sub-Lease

This Agreement to Sub-Lease (“**Agreement**”) together with the annexures is made and executed on \_\_\_\_\_ day of \_\_\_\_\_, **2025** \_\_\_\_\_ at Noida

### BY AND BETWEEN

1. **GOODLIVING INFRASTRUCTURE PRIVATE LIMITED**, a company duly incorporated under the Companies Act, 1956 having its registered office at 7th Floor, Tower-C, Bhutani Alphathum, Janpath Marg, Sector-90, NOIDA, Uttar Pradesh-201301 India having PAN: [●] represented through its authorized signatory [●] duly authorized vide board resolution dated [●] (hereinafter referred to as the “**Promoter**” which expression shall unless repugnant to the subject or context thereof shall mean and includes its representatives, successor and permitted assigns) of the **FIRST PART**;

**AND**

2. **Mr./Ms.** \_\_\_\_\_

**R/o** \_\_\_\_\_

**PAN NO.** \_\_\_\_\_

**Mob No.** \_\_\_\_\_

**AND**

3. **Mr./Ms.** \_\_\_\_\_

**R/o** \_\_\_\_\_

**PAN NO.** \_\_\_\_\_

**Mob No.** \_\_\_\_\_

[Hereinafter jointly or individually as the case may be referred to as “**Allottee(s)**” which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors, representatives and permitted assigns) of the **SECOND PART**.

**AND**

4. **JAYPEE INFRATECH LIMITED** a company duly incorporated under the Companies Act, 1956 having its registered office at Sector 128, Gautam Buddha Nagar, Noida, Uttar Pradesh-201304, having PAN: AABCJ9042R represented through its authorized signatory [●] duly authorized vide board resolution dated [●] (hereinafter referred to as the “**Confirming Party**” which expression shall unless

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repugnant to the subject or context thereof shall mean and includes its representatives, successor and permitted assigns) of the **THIRD PART**;

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

**RERA Registration No.: [●]**

**WHEREAS:**

- A. The Government of Uttar Pradesh constituted the Yamuna Expressway Industrial Development Authority (formerly known as *Taj Expressway Industrial Development Authority*) under the U.P. Industrial Area Development Act 1976 (hereinafter referred to as “**YEA**”) for anchoring development of Yamuna Expressway Project which, *inter alia*, included construction of six-lane, 160 Km long Expressway connecting Noida and Agra (hereinafter referred to as the “**Expressway**”). A Concession Agreement dated 07.02.2003 (hereinafter referred to as the “**Concession Agreement**”) was executed between YEA and Jaiprakash Industries Limited (which was subsequently merged with Jaypee Cements Limited and underwent a name change to Jaiprakash Associates Limited (“**JAL**”).
- B. In terms of Clause 18.1 of the Concession Agreement and the directives of YEA, JAL the then Concessionaire, incorporated a Special Purpose Vehicle, namely Jaypee Infratech Limited (“**JIL/Sub-Lessor**”) for the implementation of the Expressway Project. All the rights and obligations of JAL under the Concession Agreement were transferred to Sub-Lessor by an Assignment Agreement dated 19.10.2007 duly executed by and amongst YEA, Sub-Lessor and JAL followed by Project Transfer Agreement dated 22.10.2007 executed between JAL and the Sub-Lessor and therefore, the Sub-Lessor is now the Concessionaire.
- C. In terms of the Concession Agreement, YEA transferred on lease to the Sub-Lessor, 25 (Twenty-Five) million square meters of land alongside the Expressway, including 5 (Five) million square meters of land at Noida/Greater Noida. YEA, in part discharge of its obligations under the Concession Agreement for transfer of 5 (Five) million square meters of land for development at Noida/Greater Noida, transferred on lease, for a period of 90 (Ninety) years, 498.94 Hectares (1232.38 Acres) of land (hereinafter referred to as the “**Leased Land**”), to the Sub-Lessor.
- D. Out of 498.94 Hectares of Leased Land, 434.35 Hectares (1072.84 Acres) land (hereinafter referred to as the “**Subject Land**”) falls in Sectors 128, 129, 131, 133 and 134 at Noida (which has since been named as Jaypee Greens, Wish Town, Noida). YEA granted unfettered right in favor of Sub-Lessor to Sub-Lease the whole or any part of the Subject Land, or otherwise dispose of its interest in the Subject Land/or part thereof to any person in any manner whatsoever without requiring any consent or approval of YEA or of any other relevant authority.
- E. Apart from carrying out the development on the Subject Land, the Sub-Lessor was also granting development rights on the portions of the Subject Land for development by the third parties at the request of JAL.
- F. In furtherance to the same an assignment agreement dated January 6, 2020 was executed between JIL, JAL and the Developer (“**Assignment Agreement**”) whereby the Developer has been assigned with all development rights and entitlement thereof with respect to the group housing cluster B-58, Sector 128, Wishtown, Noida admeasuring approximately 6,168 sq. mtrs. forming a part of the Subject Land as further provided in detail under (“**Project Land**”).

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- G. The Promoter is developing a group housing society on the Project Land under the name and style "Bhutani 18" ("**Project**") comprising residential apartments, and a wide array of facilities, amenities, infrastructure, and open spaces on the Project Land. The development is being carried out strictly in accordance with the building plans duly sanctioned by the Competent Authorities. These plans have been formulated keeping in mind modern urban design, safety norms, and sustainable construction practices, and are subject to various stipulations imposed by such authorities.
- H. The Project is being exclusively executed, managed, marketed, and sold by the Promoter under the authority granted to it through the Assignment Agreement. No third-party developer, investor, or licensee has any legal claim, proprietary right, or participation in the development, ownership, marketing, or sale of any part of the Project. Any branding, naming, or promotional material bearing names or marks of any third party is done under a limited, non-exclusive license and does not in any manner transfer any interest or create any legal obligation upon such third party in relation to the Project.
- I. The Promoter has, from time to time, obtained all statutory and regulatory approvals, consents, licenses, clearances, no-objection certificates, and permissions from the concerned government and statutory authorities that are required for commencement and continuation of the development of the Project. The Promoter has engaged reputable and certified consultants, architects, structural engineers, and other technical professionals to ensure quality, timely execution, and compliance with all legal and technical standards during the construction of the Project.
- J. The Promoter is in lawful possession of the Project Land and is duly vested with rights under the Assignment Agreement to exclusively undertake development, management, and sub-lease of units within the Project. The Promoter has the requisite authority to enter into agreements for sub-lease or sale of individual units, as the case may be, in the Project constructed on the Project Land, and to execute sub-lease deeds and possession-related documents upon completion.
- K. The Allottee(s) hereby acknowledges and confirms that they have satisfied themselves with the title of the Promoter with respect to the Project Land.
- L. The Allottee(s) acknowledges that the competent planning and building authority, while granting sanctions for development, has imposed certain mandatory terms, conditions, and development control regulations. These requirements are to be complied with by the Promoter at all times. Completion or occupancy certificates for the Project or any part thereof shall only be granted upon satisfactory compliance with these norms.
- M. The Allottee(s), having conducted an independent due diligence with respect to the legal title, development rights, project design, pricing, compliance, and technical specifications, made an application for allotment of Unit No. [●] in Tower [●] of the Project as further detailed hereinunder **Schedule II** of this Agreement. Based on this application and receipt of an initial booking amount of ₹ [●] (Rupees [●] Only), the Promoter has agreed to provisionally allot the Unit to the Allottee(s), subject to fulfilment of the terms and conditions contained in this Agreement to Sub-Lease, Allotment Letter and the Application Form.
- N. The Allottee(s) expressly confirms that the Promoter has provided all requisite details, clarifications, explanations, and disclosures necessary for an informed decision. The Allottee(s) further confirms that they have not relied upon any oral representation, advertisement, statement, or inducement made by the Promoter or its agents, representatives, or sales personnel, which is not specifically recorded in this Agreement.

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- O. The Parties, based on mutual representations, disclosures, and undertakings, have voluntarily and with full knowledge entered into this Agreement to Sub-Lease to formally record the terms and conditions governing the allotment, construction, progress-based payments, handover of possession, and conveyance of leasehold rights in respect of the Unit to the Allottee(s), in accordance with applicable laws and the development framework governing the Project.

**NOW THEREFORE, in consideration of, and subject to, the mutual covenants, agreements, terms and conditions contained herein, the mutual benefits to be derived there from and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:**

## **1. DEFINITIONS**

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

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) as amended from time to time.
- (b) “**Applicable Laws**” shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any Government notifications, circulars, office orders, directives, guidelines, policies, notifications 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;
- (c) “**Association of Allottees**” or “**Association**” shall mean the condominium / association of the allottees in the said Project, as the case may be, which shall be formed by the Promoter under the Applicable Laws with respect to the residential units.
- (d) “**Authority**” means Uttar Pradesh Real Estate Regulatory Authority.
- (e) “**Booking Amount**” means for the purpose of execution of this Agreement to Sub-Lease not be more than 10% of the Total Price of the Unit.
- (f) “**Carpet Area**” means the net usable floor area of a Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of a Unit.
- (g) “**Cancellation Charges/Earnest Money**” means 10% of the Total Price of the Unit.
- (h) “**Competent Authorities**” shall mean and refer to any Central or State judicial, quasi-judicial or government authority, body, department, agency, commission, board, tribunal or other law, rule or regulation making entity having and/ or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Project Land and/or the Project.
- (i) “**Commitment Period**” shall mean [•] as notified by the Promoter to the Authority, at the time of registration of the said Project under the Act, for completion of the construction of the Project, and

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provide possession of the Unit on or before \_\_\_\_\_, or as may be further revised/ approved by the authorities;

- (j) “**Common Area**” shall have the meaning ascribed to it under Clause 12.3 of this Agreement.
- (k) “**Government**” means the Government of the State of Uttar Pradesh.
- (l) “**NOIDA**” means the New Okhla Industrial Development Authority.
- (m) “**Interest**” shall mean interest rate equal to MCLR (Highest Marginal Cost of Lending Rate) of State Bank of India + 1%, or as may be otherwise provided under the Rules.
- (n) “**Person**” shall mean any natural person, individual, sole proprietorship, unincorporated association or organization, body corporate, corporation, joint venture, trust, society, limited liability partnership, partnership, Hindu Undivided Family, any government authority or agency or any other entity or organization that may be treated as a person under the Applicable Law;
- (o) “**Rules**” means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended from time to time.
- (p) “**Regulations**” means the Uttar Pradesh Real Estate Regulatory Authority (General Regulations), 2019;
- (q) “**Total Area**” shall have the meaning ascribed to it under Clause 2.2 of this Agreement.
- (r) “**Taxes**” means all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any applicable law, and/or by Competent Authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the Unit, and/or the Parking Space/s, and/or this Agreement, and/or upon the Total Price and/or upon the Association (*as defined herein*) to be formed in respect of the Project, and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes Goods And Services Tax (GST), education tax/cess/charges, local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, impositions, levies, or charges, in the nature of indirect tax, or in relation thereto, that is/are imposed or levied by any competent authority.
- (s) “**TDS**” means tax deducted at source, under the Income Tax Act, 1961.
- (t) “**TDS Certificate**” means a certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961.
- (u) “**Third Party**” shall mean any Person other than a Party.
- (v) “**Total Price**” means total consideration of the Unit exclusive of Taxes payable by the Allottee to Promoter.

## 2. CONSIDERATION AND OTHER CONDITIONS

2.1 The Promoter shall construct the Project on the Project Land in accordance with the plans, designs and specifications as approved by the concerned Competent Authority from time to time wherever applicable. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Unit of the Allottee(s) save and  
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except for any alteration or addition required by any Government authorities/competent authorities or due to change in law.

- 2.2 Subject to the terms and conditions as detailed in this Agreement, the Promoter hereby agrees to allot to the Allottee the Unit in the Project bearing no. [●] having carpet area admeasuring [●] sq. mts/ [●] sqft and a total area admeasuring [●] sq. mtrs/ sq.ft. (“**Total Area**”). The nature, extent and description of the Common Areas and facilities which are to be provided with the Unit are more particularly described in Schedule III hereto.
- 2.3 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sub-lease to the Allottee for its exclusive use covered parking space(s) situated at basement of the building being constructed in the Project. Any additional parking shall be allotted to the Allottee (s) on the payment of additional charges and on such terms and charges as stipulated by the Promoter. The Allottee (s) shall not have any ownership rights over the said parking(s), and shall have only a right to use, which shall stand automatically transferred together with the sale/transfer of the Unit.
- 2.4 The Total Price for the Unit excluding covered car parking space is thus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (Excluding GST) (“**Total Price**”).
- a. The Allottee hereby agrees to pay to the Promoter the Total Price of the Unit from time to time or as per mutually agreed between the parties as further provided in detail hereinunder **Schedule IV** of this Agreement (hereinafter referred to as “**Payment Plan**”);
- b. **Other Charges:** In addition to the Total Price, the Allottee may, also be responsible for paying Interest Free Maintenance Security (“IFMS”) of ₹. \_\_\_\_\_/-per sq.ft. of Carpet Area, if applicable and power back-up charges: ₹. \_\_\_\_\_/-per sq.ft. of Carpet Area, if applicable.
- 2.5 The Allottee(s) has paid a sum of Rs. \_\_\_\_\_/- (Rupees [●] Only) (Excluding GST) as Booking Amount being part payment towards the Total Price of the Unit at the time of application, the receipt of which is acknowledged by the Promoter and the Allottee(s) hereby agrees and undertakes to pay the balance amount towards the Total Price of the Unit as prescribed in the Payment Plan within the time and in the manner specified therein. Provided that if the Allottee defaults / delays in payment towards any amount which is payable, the Allottee shall be liable to pay interest for the delayed period to the Promoter, at the interest rate as prescribed under the Applicable Laws computed on and from the due date. “Earnest Money” will be 10% (ten percent) of the Total Price.
- 2.6 The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of infrastructure tax, GST and cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Unit. It is further clarified that in case the possession is offered by the Promoter and the same is not taken by the Allottee within 15 days from the date of offer of possession then the Unit shall be deemed to have been handed over for the purpose of liabilities towards such taxes/fees/charges/levies etc. Provided that in case there is any change/modification in the taxes/charges /fees/levies, etc., the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced based on such change / modification.
- 2.7 The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/Taxes payable to the competent authority and/or any other increase in charges/

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takes or other which may be levied or imposed by the competent authority, local bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the Competent Authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee on such terms and conditions as the Parties may mutually agree, the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter. However, in the event the Promoter completes the construction before the stipulated time period and the Allottee is required to make early payments as stated in the Payment Plan, then in such events the Allottee shall not be entitled to such early payment rebates/discounts and the Allottee agrees to the same.

- 2.8 The Promoter shall confirm the final Carpet Area and applicable final Total Area that has been allotted to the Allottee after the construction of the Project is complete and the occupation/ completion certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area, subject to a variation cap of [●] percent. The total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area within the defined limit then Promoter shall refund the excess money paid by Allottee within [●] days with annual interest at the rate specified under Applicable Laws, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area allotted to Allottee, the Promoter shall demand additional amount 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 meter as agreed under this Agreement.
- 2.9 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.10 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned Competent Authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Allottee, obtain from the concerned Competent Authority occupancy or completion certificates in respect of the Project.
- 2.11 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Unit to the Allottee and the Common Areas to the Association of the Allottees, if applicable, after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees having paid all the consideration and other sums due and payable to the Promoters as per the agreement. 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 simultaneous completion of construction by the Promoter, in accordance with the provisions of this Agreement.
- 2.12 The Promoter hereby declares that the Floor Area Ratio available as on date in respect of the Project Land is [●] only and Allottee has agreed to purchase the said Unit based on the proposed construction and allotment of Units to be carried out by the Promoter by utilizing the FAR and on the understanding that the declared FAR shall belong to Promoter only.

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- 2.13 It is made clear by the Promoter and the Allottee agrees that the Unit along with the exclusive usage rights of the car parking space(s), if any, shall be treated as a single indivisible unit for all purposes, and none can be transferred by the Allottee independent of the other. The right to use any additional car parking space(s) may be granted upon request on a first-come-first-served basis but at the sole discretion of the Promoter, subject to availability and upon payment of such charges as may be decided by the Promoter. The Promoter's decision in this regard shall be final and binding. It is clarified and understood by the Allottee that the various services, facilities and amenities in the Project shall be available for use and enjoyment of the allottees of the said Project, subject to the applicable rules and regulations.
- 2.14 The Allottee agrees and understands that car parking shall only be permitted in the demarcated car parking space(s) and the Allottee shall not use any other car parking space(s). In addition, the car parking space(s) shall not be used for any other purpose including storage of any equipment or materials of any kind, howsoever temporarily. The car parking space(s) shall be appropriately ground-marked by the Promoter as allocated at the time of handing over of possession of the Unit, and the Allottee agrees that he shall not in any manner modify / change such car parking space(s) and shall not raise any structure, temporary or permanent, in any such car parking space(s) allocated to the Allottee at any time.
- 2.15 The Allottee undertakes that the Allottee shall not allow the usage of the car parking space(s), if any, allotted to it by the Promoter to any other person, for any purpose whatsoever including for the purposes of car parking. The Allottee undertakes to park his/ her/ its/ their vehicle in the car parking space(s), if any, marked and allotted with number of the allotted Unit and not anywhere else in the Project.
- 2.16 In case the Promoter is required to make any additional provisions for and additional / specific provisions of certain specifications for and in relation to the Unit and/or for any additional features and services in the Project (including installation or make provision for alternate sources of generation / distribution of electricity or additional fire safety measures over and above those required as per existing rules and regulations), which results from any directives / instructions of the Competent Authority under the Applicable Law (but not occasioned due to any default of the Promoter), then the Promoter shall be entitled to raise the demand of such additional sums for such additional specification(s) to the allottees of the Units as additional costs and charges and the Allottee agrees to pay the same proportionately to the Promoter, without any delay, demur and protest. If the Promoter fails to abide by the time schedule for completing the Project and handing over the Unit to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, Interest as specified in the Rules, on all the amounts paid by the Allottee to the Promoter, for every month of delay, till the handing over of the possession of the Unit to the Allottee.
- 2.17 Without prejudice to the Promoter's right to terminate this Agreement as specified herein, the Allottee agrees to pay to the Promoter, Interest as specified under the Act read with Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter till the date of due and final settlement of all amounts payable (including interest thereon).
- 2.18 Without prejudice to the right of Promoter to charge Interest in terms of Clause 2.17 hereinabove, from the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoter shall at his own option, be entitled to terminate this Agreement.
- 2.19 Provided that, Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee ("Notice Period"), by Registered Post at the address provided by the Allottee and mail at the e-mail address

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provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intending to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the Notice Period then at the end of the Notice Period, Promoter shall be entitled to terminate this Agreement.

- 2.20 Provided further that, upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to deduction of Earnest Money being 10% of the Total Price) ) within a period of 60 (sixty) days of the termination, the instalments towards Total Price of the Unit which may have been paid by the Allottee to the Promoter and any amounts deposited or paid by the Allottee to the Promoter, shall be refunded to the Allottee, without the payment of any Interest thereon in accordance with the provisions of the Act and the Rules.
- 2.21 The Allottee shall have the right to cancel/withdraw his/her allotment in the Project as provided in the Act. Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter:
- a. The Promoter shall be entitled to deduct and retain the Cancellation Charges.
  - b. Prior to the refund and release of any sums due to the Allottee hereunder, the Allottee shall inform and specify to the Promoter, each of the encumbrances claims, outstanding and dues from the Allottee to any party in relation to the Unit and obtain clearances (from all such persons) in relation to the same to the satisfaction of the Promoter.
  - c. Where any loan facility is availed by the Allottee, the Allottee shall obtain and provide to the Promoter, written acknowledgment, and acceptance, by the Bank and/or financial institution, that it is aware of the intention of the Allottee to terminate the Agreement, and undertaking an unconditional release to the Promoter, that any such termination by the Allottee shall not result in any liability of the Promoter towards any entity, including but not limited to the bank, in respect of any financial or other commitments of the Allottee.
  - d. Any such refund and release shall be subject to the Allottee indemnifying the Promoter in relation to any undisclosed encumbrances, claims, outstanding and dues, and all other losses to the Promoter.
- 2.22 It is hereby agreed by the Parties that in the event of this Agreement being terminated as aforesaid, the Promoter shall be free to allot the Unit to a new allottee, free of any rights of and/or liabilities/ obligations towards the Allottee.
- 2.23 The Allottee shall be entitled to a signed receipt, as issued by the Promoter against delivery of every demand draft/pay order/cheque issued by the Allottee, subject to the clearance of the said demand draft/pay order/cheque.
- 2.24 Subject to the terms of the Sub Lease Deed (“**Sub Lease Deed**”), the Allottee may elect to have the Unit financed from an approved bank/financial institution (the “**Allottee’s Bank**”). Upon the Allottee’s Bank giving a guarantee to the Promoter (or the bankers/financiers of the Promoter) to pay the instalments on the due dates specified hereunder, the bankers/financier of the Promoter may release/ transfer mortgage of the Unit in favour of the Allottee’s Bank directly, who may then hold the same as security for recovery of the dues against the Allottee. Notwithstanding the above, the Allottee agrees and understands that the 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

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and payable to the 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 the Promoter, then the Promoter shall have the right to exercise all the rights and remedies as available to it under the Applicable Law.

- 2.25 The creation by the Allottee of any encumbrance, or mortgage (including any security pledge, charge, lien, or any, other right of like nature with any Third Party) in relation to the Unit or, including in favour of the Allottee's Bank will require the prior consent of the Promoter.
- 2.26 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) to be provided by the Promoter in the said building and the Unit.

### **3. MODE OF PAYMENT**

- 3.1 Subject to the terms of the Agreement the Allottee shall make all payments, 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 "[●]" payable at [●].

Provided that, in case the cheque submitted by the Allottee(s) towards payment of any instalment or any other due payable by him/her is dishonored for any reason whatsoever, the Promoter shall notify about the same to the Allottee(s) and the Allottee(s), within 15 (fifteen) days of receiving such intimation, shall deposit the entire cheque amount together with cheque dishonour charges and interest, with the Promoter. In case, the Allottee(s) fails to make such due payments (including cheque dishonour charges and interest) within the period of 15 (fifteen) days, the Promoter shall be entitled to initiate proceedings under Section 138 of the Negotiable Instruments Act, 1881, in addition to all such other remedies as are available under the present Agreement as well as the applicable laws and the same shall also be treated as breach of the terms and conditions of this Agreement and the Promoter shall have the right to terminate this Agreement.

- 3.2 The Allottee is under legal obligation as per provisions of Section 194 IA of the Income Tax Act, 1961 to deduct tax at source (TDS) @ [●]% ([●] percent) from each instalment / payment. The Allottee shall be required to submit TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of remittance of payment to the Promoter so that the appropriate credit may be allowed to the account of the Allottee.
- 3.3 The Promoter reserves the right to amend or change the account details and payment advises/instructions and provide new or modified bank account details to Allottee.
- 3.4 All payments shall be subject to realization and the date of credit into the Promoter's bank account shall be deemed to be the date of payment. It shall be the obligation of the Allottee to ensure that each payment is made in such time that the amount due is credited into the said bank account on or before its due date. The Allottee also understands and agrees to be liable and responsible for all payments including any payments by any Third Party (on his behalf) made to the Promoter in respect of the Unit.

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- 3.5 The Promoter shall send all letters/notices and communications to the sole/first applicant at the address given in the application form at the time of booking. It is clarified that the Promoter shall not be liable to send separate communications, letter/notices to the second applicant or to applicant other than the first applicant. Further, it shall be the sole responsibility of the Allottee to inform the Promoter of all subsequent changes in his/her/its address, through the means of a registered letter, failing which all demand notices and letters posted at the earlier registered address shall be deemed to have been received by the Allottee upon the expiry of 3 (three) days after the posting of such letter. The Allottee is required to make all payments as specified in the demand notices for payment, within the period mentioned in the demand notice.
- 3.6 For the purpose of making payments to the Promoter as per the Payment Plan, the Allottee(s) may avail loans from the financial institutions/banks to finance the Unit. However, the Promoter shall not be responsible in any manner if a particular financial institution/bank refuses to finance the Unit to the Allottee(s) on any ground. The responsibility of getting the loan sanctioned and disbursed as per the Payment Plan and its repayment with interest accrued thereon to the financial institution/Bank will rest exclusively on the Allottee(s) and under no circumstances the Promoter shall be assumed for any responsibility or liability in respect thereof. In the event of the loan not being sanctioned or the disbursement is delayed, the payment to the Promoter shall be ensured by the Allottee(s) along with interest on delayed payments, if any.
- 3.7 In case, where the Allottee(s) has opted for Payment Plan arrangement with any Financial Institution/Banks, the Sub Lease of the said Unit in favour of the Allottee(s) shall be executed as per the arrangements among the Allottee(s), Bank/financial institution and the Promoter.

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

- 4.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Allottee(s) hereby undertakes to keep the Promoter fully indemnified and harmless in this regard. In the event there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws.
- 4.2 The Promoter accepts no responsibility in regard to matters specified in Clause 4.1 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

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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.

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

- 5.1 The Allottee authorizes the Promoter to adjust / appropriate all payments made by the Allottee under any head(s) of dues against lawful outstanding of the Allottee against the Unit, along with car parking space(s), if any, in his / her / its name and the Allottee undertakes not to object / demand / direct the Promoter to adjust his payments in any manner.
- 5.2 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.

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

- 6.1 The Allottee has seen the sanctioned layout plan, demarcation-cum-zoning plan, site plan and the building plan, specifications, amenities and facilities etc. regarding the Project, wherein the Unit is located and has accepted the floor plan, Payment Plan and as may be relevant, the specifications, amenities and facilities etc. annexed along with this Agreement which have been approved by the Competent Authority as represented by the Promoter.
- 6.2 The Promoter shall develop the Project in accordance with the bye-laws as applicable in Uttar Pradesh, if applicable, FAR, density norms, provisions prescribed, approved plans, terms and conditions of license / allotment as well as registration of RERA etc. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided by the Uttar Pradesh Town and Country Planning Department read with the rules made thereunder or as per approvals / instructions / guidelines of the Competent Authorities and/or as provided herein in this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## **7. POSSESSION**

- 7.1 Subject to Force Majeure (*defined hereinafter*), the Promoter shall endeavor to handover possession of the Unit to the Allottee on or before [●] unless extended with permission from the Competent Authority. If the Promoter fails or neglects to handover possession of the Unit to the Allottee by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by it in respect of the Unit along with Interest at the same rate as prescribed hereinunder this Agreement above from the date the Promoter received the sum till the date the amounts and Interest thereon is repaid.
- 7.2 It is further agreed between the Parties that the Allottee shall not raise any objection, or refuse to take possession of the Unit on any pretext whatsoever, if the possession of the same is being offered duly completed with all specifications, amenities, facilities hereto, any time prior to the timeline specified hereinunder this Agreement.
- 7.3 The Parties agree and acknowledge that where the completion of the construction of the Unit and/or the handing over of the possession of the Unit is delayed by any reason beyond the control of the Promoter,

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including without limitation Force Majeure (*defined hereinafter*), then no claim whatsoever by way of any damages/compensation shall be raised against the Promoter, and the Allottee hereby waives all rights and claims in this regard. Further, where any delay occurs in possession being handed over to the Allottee on account of any of the reasons specified under this Clause 7.2 and Clause 7.3, the Promoter shall be entitled to a reasonable extension of time for handing over possession of the said Unit to the Allottee. If the completion of the Project is delayed due to Force Majeure (*defined hereinafter*) conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit. Additionally, in case of any stoppage in work at the site due to any reason beyond the control of the Promoter, or on account of any order of any court / tribunal / Government Authority, the timeline shall stand extended to factor such stoppage (including the time it may take to remobilize the contractors and workers on the site).

## **8. FORCE MAJEURE**

8.1 Force Majeure (“**Force Majeure**”) or Force Majeure events shall mean any event or circumstance or a combination of events and circumstances, whether occurred or likely to occur, which satisfies all the following conditions:

- a. Materially and adversely affects the Project or Unit and/or the performance of an obligation of the Promoter; and
- b. Are beyond the control of the Promoter:

And includes (without limitation), subject to satisfaction of the above conditions, the following events and/or circumstances:

- a. War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy;
- b. Revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage;
- c. Strikes, industrial disputes and/or lockouts and/or interrupting supplies and services to the Project;
- d. change in governmental policy, laws (including, any statute, ordinance, rule, regulation, judgment, notification, order, decree, permission, license or approval), including but not limited to, expropriation or compulsory acquisition by any Government of any part of the Units or rights therein;
- e. acts of God or events beyond the reasonable control of the affected party which could not reasonably have been expected, including any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, landslide, subsidence, flood, storm, cyclone, pandemics, epidemics or plagues or any other similar effect;
- f. Any kind of forceful stoppage of work by any third party;
- g. Any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority which affects the Project / Project Land / construction thereon;
- h. Any stay or injunction order affecting the development of the Project by any court, tribunal (including National Green Tribunal), Competent Authority, or any amendments to the applicable laws; and/or
- i. Any judgment or order or direction of any court of competent jurisdiction or Government in India made in any proceedings which leads to stoppage of work at the Project Land.

## **9. PROCEDURE FOR TAKING POSSESSION**

9.1 The Promoter, upon obtaining the occupancy certificate from the Competent Authority and the payment made by the Allottee as per the Agreement shall offer in writing the possession of the Unit, to the Allottee

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in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoter shall give possession of the Unit to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee agree(s) to pay the Maintenance Charges (*defined hereinafter*) as determined by the Promoter or Association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project. The Allottee agrees and acknowledges that upon taking possession of the Unit as provided herein, the Allottee, shall have no claim against the Promoter as to any item of work, materials, installations etc. in the said Unit or on any other ground whatsoever, and the Allottee waives all rights and claims in relation to the same.

- 9.2 The Allottee shall take possession of the Unit within 15 (fifteen) days of the written notice from the Promoter to the Allottee intimating that the said Unit is ready for use and occupancy, failing which the Promoter shall have the right to pursue the remedies available to it under this Agreement and Applicable Laws.
- 9.3 The Allottee shall take possession of the Unit from the Promoter by paying all amounts and executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter shall give possession of the Unit to the Allottee. Subject to Clause 9.2 above, in case the Allottee fails to take possession within the time provided in Clause 9.1, the Allottee shall continue to be liable to pay Maintenance Charges (*defined hereinafter*) as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon and the Promoter shall not be responsible for any loss or damages to the finishes, fittings and fixtures in the Unit on account of such failure to take possession.
- 9.4 If within a period of [●] years from the date of handing over the Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Unit or the building in which the Unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. In case the Allottee(s) carry out any work within the Unit after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining Unit/s, then in such an event the Promoter shall not be liable to rectify or pay compensation. But the Promoter may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work for the purposes of this Clause.

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- 9.5 The Allottee shall use the Unit or any part thereof or permit the same to be used only for purpose of residing and for no other purpose. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
- 9.6 If applicable, the Allottee along with other allottee(s) of Unit in the building shall join in forming and registering the society or association or a Limited Company to be known by such name as the Promoter may decide (“**Association**”) and for this purpose also from time-to-time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association and for becoming a member, including the byelaws of the proposed Association and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Association of Allottees. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.7 Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee that the Unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the Unit) of outgoings in respect of the Project Land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and building/s. Until the Association is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings / Maintenance Charges (*defined hereinafter*) as may be determined. Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as default on the part of the Allottee and shall entitle the Promoter / Association / Maintenance Agency to charge interest on the dues, in accordance with the terms and conditions contained herein.
- 9.8 The Allottee agrees and undertakes that, after taking possession or deemed possession of the said Unit, as the case may be, or at any time thereafter, the Allottee shall have no objection to the Promoter undertaking construction of or continuing with the construction of the Project, or other building(s) adjoining the Unit. Further, where, if any later change in any applicable law permits further construction on any portion of the Project Land, the Promoter shall be entitled to undertake the said construction and the Allottee shall not have any objection and shall consent to such further construction.
- 9.9 The Allottee shall on or before delivery of possession of the said Unit keep deposited with the Promoter, the following payments: –
- a. Share money, application entrance fee of the Association, if applicable.
  - b. For formation and registration of the Association, if applicable.
  - c. Proportionate share of taxes and other charges/levies in respect of the Association, if applicable.
  - d. Deposit towards provisional monthly contribution towards outgoings of Association, if

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applicable.

- e. Deposit towards Water, Electric, and other utility and services connection charges.
- f. Deposits of electrical receiving, transformer and Sub-Station provided in Layout.
- g. Legal charges.
- h. Infrastructure Tax.
- i. Corpus in respect of the Association, if applicable.
- j. Stamp Duty and Registration Charges.

9.10 The Allottee shall pay to the Promoter all the expenses for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter in connection with formation of the said Association.

9.11 At the time of registration of conveyance or lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the Association on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said building /wing of the building in the Project. At the time of registration of conveyance or lease of the Project Land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Association on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Project Land to be executed in favour of the Association.

## **10. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- a. The Promoter has clear and marketable title with respect to the Project Land; as declared in the title report and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- b. The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- c. There are no encumbrances upon the Project Land or the Project except those disclosed in the title report. However, as and when the Promoter obtains any facility from any financial institution, it shall provide NOC to the Allottee obtained from the said financial institution prior to execution of Sub Lease.
- d. There are no litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the title report;
- e. All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, Project Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the Competent

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Authorities with respect to the Project, Project Land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land and Common Areas;

- f. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- g. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- h. 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;
- i. At the time of execution of the conveyance deed of the structure to the Association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the Common Areas of the structure to the Association of the allottees;
- j. The Promoter has duly paid and shall continue to pay and discharge undisputed 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 Project to the Competent Authorities;
- k. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the title report.

## **11. COVENANTS**

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter as follows: –

- a. To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required 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 adjacent buildings is not in any way damaged or jeopardized.
- b. Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project/Tower in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Allottee in this behalf, the

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Allottee shall be liable for the consequences of the breach.

- c. To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Promoter and/or the Association.
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the Project Land and the building in which the Unit is situated.
- g. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the Unit is situated.
- h. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Allottee for any purposes other than for purpose for which it is allotted.
- i. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- j. The Allottee shall observe and perform all the rules and regulations which the Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Unit therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupancy and use of the Unit in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- k. The Allottee shall be required to obtain all necessary approvals, licenses and permissions including

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from any Government, in relation to the purchase of the Unit by the Allottee, and specifically where the Allottee has NRI status or is a foreign national, such Allottee shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India.

- l. Further in case any such approval, license or permission is ever refused or subsequently found lacking by any Government (for reasons not attributable or otherwise beyond the control of the Promoter), the Promoter shall be entitled to terminate this Agreement, in the manner set out herein. Allottee(s) agrees that the Promoter will not be liable in any manner whatsoever in this regard.
- m. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter, the Association of Allottees and/or maintenance agency appointed by the Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- n. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Association or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- o. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or any part thereof. The Allottee shall have no claim save and except in respect of the Unit along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the promoter until sold/allotted.

## **12. OWNERSHIP AND TRANSFER**

- 12.1 After receipt of the occupancy certificate for the Unit by the Promoter, the Promoter shall, subject to the Allottee having paid the entire Total Price and other charges and dues as mentioned in this Agreement to the Promoter as per the Payment Plan and demand notice(s), execute the Sub Lease in favour of the Allottee for sale/lease of the Unit, as applicable in favour of the Allottee as per applicable laws, including inter alia the relevant rules, regulations and bye-laws of Uttar Pradesh, and shall be executed in the form as prescribed or approved by rules of the State of Uttar Pradesh.
- 12.2 That all costs, charges and expenses towards execution of the Sub Lease including any Taxes, applicable stamp duty, registration fees, miscellaneous or other additional or related charges, if any, payable under law or demanded by any Government shall be paid and borne by the Allottee.
- 12.3 Save and with the sole exception of the interior spaces of the Unit allotted to the Allottee, the Allottee shall have no proprietary title or interest over any common area, including without limitation any lawns, lobbies, staircase, lifts and corridors forming a part of the Project (the “**Common Area**”). Provided that the Allottee shall, subject to the payment (to the Promoter) of all of Maintenance Charges have easementary rights of use of the Common Area. The Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and subject to reasonable restrictions to ensure privacy and common access to all allottee(s) /occupant(s). It

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is clarified that the Promoter shall hand over the Common Areas to the Association of Allottees after duly obtaining the occupation certificate from the competent authority.

- 12.4 The Allottee shall use such Common Areas harmoniously with other occupants and without causing any inconvenience or hindrance to them. Further, the use of such Common Areas shall always be subject to the covenants herein and up to date payment of all dues.
- 12.5 Except for the Unit and all common easement rights attached therewith, which shall be handed over to the Allottee, and the Common Areas, which shall be handed over to the Association of Allottees, if applicable all adjoining areas including the entire un-allotted/unsold units of the Project, shall remain the property of the Promoter and the same shall always be deemed to be in possession of the Promoter. The Allottee shall not, in any manner whatsoever, encroach upon any of the Common Areas, limited use areas, and shall also have no right to use the facilities and services not specifically permitted to be used. All unauthorized encroachments or temporary/permanent constructions carried out in the building by the Allottee shall be liable to be removed at his/her/their cost by the Promoter or by the Maintenance Agency.
- 12.6 The Allottee will neither himself nor permit anything to be done which damages any Common Areas or violates the rules or bye-laws of the local authorities or the Promoter. The Allottee shall be liable to rectify such damages to the satisfaction of the parties concerned.
- 12.7 The Allottee agrees and undertakes to co-operate with the Promoter at all times, and shall, from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers, do all the acts, deeds and things as the Promoter may require for the purposes of giving effect to the terms of this Agreement, and for safeguarding the interests of the Promoter and other apartment owners, in relation to the Unit. At any time prior to the execution of the Sub Lease, the Allottee may nominate a third party and may get the name of a nominee substituted in the Allottee's place and assign all rights and obligations of the Allottee under this Agreement to such third party, subject to the prior written approval of the Promoter and on clearing all dues and outstanding payable to the Promoter in terms hereof, till that date. The Promoter may at its sole discretion permit such substitution and assignment on such terms and conditions as the Promoter may deem fit and proper, and in accordance with applicable laws including inter alia any guidelines issued by the Authority, if any, in this regard.
- 12.8 It is hereby agreed that all applicable administrative transfer charges (as prescribed by the Promoter for such substitution and assignment including towards the execution of any agreements, documents, or contractual arrangements as maybe required under any applicable law), together with any applicable Taxes for such substitution and assignment for the same will be to the sole account of and be payable by the Allottee prior to such substitution/assignment. It is clarified that any change in name of the Allottee and/or any additions/deletions thereto, including through the means of any substitution and assignment as contemplated hereinabove, shall be deemed as substitution for the purposes of this Agreement.
- 12.9 It is hereby agreed that subsequent to the execution of the Sub Lease, any further transfer (whether by means of a lease, assignment, disposal or otherwise) of the Unit or any rights therein, by the Allottee, shall be subject to applicable laws in particular rules and regulations of State of Uttar Pradesh.
- 12.10 The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, the Registration Act, 1908 and/or other Applicable Laws, including any actions taken or deficiencies / penalties imposed by the Competent Authority, on the Sub Lease.

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### 13. EVENTS OF DEFAULTS AND CONSEQUENCES

13.1 Subject to the Force Majeure, court orders, Government policy/ guidelines, policy / guidelines of Competent Authorities, decisions affecting the regular development of the Project herein or any other event / reason of delay recognized or allowed in this regard by the Authority, if any, the Promoter shall be considered under a condition of default, in the following events:

- a. The Promoter fails to provide ready to move in possession of the Unit along with parking space(s), if any to the Allottee or fails to complete the Project prior to the expiry of the Commitment Period. 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 has been issued by the Competent Authority;
- b. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder

13.2 In case of default by the Promoter under the conditions listed above, the Allottee is entitled to the following:

- a. Stop making further payments of any payment / future instalment (yet to be due) as per the Payment Plan in '**Schedule IV**' hereto, as and when demanded by the Promoter. If the Allottee stops/suspends making payments, and if the Promoter subsequently rectifies / remedies the default / corrects the situation by completing the relevant construction/development milestones and only thereafter, the Allottee shall be required to make the next payment and re-commence the payment of such outstanding instalments without any interest for the period of such delay on account of the Promoter; or
- b. 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 subject to the deduction of the Cancellation Charges under any head whatsoever towards the purchase of the Unit, along with interest at the rate prescribed in the Rules within 90 (ninety) days of receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit along with parking space(s), if any, which shall be paid by the Promoter to the Allottee within 90 (ninety) days of it becoming due.

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

- a. In case the Allottee fails to make payments for two consecutive demands made by the Promoter despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on unpaid amount at the rate prescribed in the Rules.
- b. In case the default by the Allottee continues for a period of 90 (ninety) days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit along with the car parking space(s), if any, in favour of the Allottee and refund the money paid by the Allottee

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after forfeiting the Earnest Money. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee, interest or compensation within 90 (ninety) days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

- c. If, (a) the allotment of the Unit has been obtained by the Allottee through fraud, misrepresentation, misstatement of facts, or concealment/ suppression of any material fact, or (b) the Allottee is not competent to enter into this Agreement for reasons of insolvency or due to operation of any regulation or law; then the Promoter may cancel the allotment of the Unit along with the car parking space(s), if any, and refund the money paid to him by the Allottee by forfeiting the Earnest Money. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee, without interest or compensation within 90 (ninety) days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.
- d. Further, additionally the Allottee shall be considered under a condition of Default, in case the Allottee fails to comply with the conditions under the Notice for Offer of Possession, including taking over of possession of the Unit, providing necessary indemnities, undertakings, maintenance agreement and other documentation; and such failure continues for a period of more than 90 (ninety) days after receipt of a notice from the Promoter in this regard then the Promoter may cancel the allotment of the Unit along with the car parking space(s), if any, and refund the money paid to him by the Allottee by forfeiting the Earnest Money. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee, without interest or compensation within 90 (ninety) days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

## 14. MAINTENANCE

- 14.1 The Promoter shall provide the requisite Common Area maintenance services within the Project which shall broadly include operation and maintenance of the power backup and generator systems, fire - fighting system, garbage disposal of upkeep of Common Areas, water supply, sewerage system and drainage system lighting facilities for the Common Area and internal roads, maintenance and upkeep of internal roads, pathways, boundary walls/fencing, horticulture, provisions of general watch and ward within the Project, insurance of the building(s) and common installations/equipment/machines in the Tower (collectively referred to as “**Maintenance Services**”). Further, it is clarified that the cost of the individual electric, water, sewer connection charges, provision for fire - fighting equipment, power backup and charges for operation of generator sets, club membership/usage of club facilities, lease rent, basement store, car parking charges etc. are not included in the Total Price and shall be paid extra by the Allottee.
- 14.2 It is hereby agreed that the Promoter shall be entitled to undertake the provision of the Maintenance Services, through itself or through any other appropriate agency designated by it (collectively referred to as “**Maintenance Agency**”). The Allottee hereby agrees and undertakes to make timely payment towards all charges, and dues in relation to provision of the Maintenance Services (the “**Maintenance Charges**”) as may be fixed by the maintenance Agency/ Promoter from time to time, and as revised by the Maintenance Agency/ Promoter from time to time. Maintenance Charges shall be fixed by the

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Maintenance Agency based upon an estimate of the maintenance costs to be incurred for the Project, as the case may be, for every financial year and would be levied from the date of notice for offer of possession regardless of the actual date of possession or otherwise and the Allottee undertakes to promptly pay the same. The estimates of the Maintenance Agency shall be final and binding upon the Allottee. The Maintenance Charges shall be recovered on such estimated basis, from all allottees chargeable on uniformly applicable rates, on monthly or at quarterly intervals or at half yearly basis or at annual basis, as may be decided by the Maintenance Agency and reconciled against the actual expenses as may be determined at the end of the financial year and any surplus / deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The Allottee agrees and undertakes to pay all maintenance bills on or before the due dates as may be intimated by the Maintenance Agency.

- 14.3 The Allottee agrees and undertakes to enter into and execute a separate agreement with the Maintenance Agency or Promoter as the case may be (the “**Maintenance Agreement**”) in relation to provision of Maintenance Services in the building (if so required by the Maintenance Agency or the Promoter), prior to the Allottee taking possession of the Unit. The Maintenance Agreement may inter alia specify the Maintenance Services to be provided in relation to the Unit and the applicable Maintenance Charges payable by the Allottee in respect of the same.
- 14.4 The Parties agree that the structure of the building(s) may require to be insured against fire, earthquake and any other natural calamities and disasters, and that the same may be obtained by the Maintenance Agency or the Promoter on behalf of the Allottee (with the costs of such insurance being due and payable by the Allottee as a part of the Maintenance Charges). Provided however, that insurance in respect of contents of each Unit (including but not limited to any fitting or furnishing) shall not be obtained by the Maintenance Agency or Promoter and shall be obtained separately by the Allottee (or any occupant of the Unit) at the Allottee’s own cost.

**15. RIGHT TO ENTER UNIT FOR REPAIRS**

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

**16. USE OF UNIT AND COMMON AREAS**

- 16.1 The Allottee shall use the Unit only for the purpose for which it is allotted and in a manner that does not cause nuisance and/or annoyance to other occupants of the building / Project. Use of the Unit shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to any flooring, wall or ceiling of the Unit and/or to any Unit above, below or adjacent to the Unit and/or anywhere in the Building / Project and/or which in any manner interferes with and/or obstructs the use of the Common Areas, except to the extent permissible under the Applicable Law for which the due permission, approval, sanction, permit, registration etc. if any required by the Allottee shall be obtained from the Competent Authorities / Association of Allottees and prior notice thereof shall be given to the Association of Allottees / the Maintenance Agency / the Competent Authority, as the case may be.
- 16.2 The Allottee hereby agrees and confirms to indemnify the Promoter / Association of Allottees / the Maintenance Agency, as the case may be, against any penal action and liability, damage, loss, claim,

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demand etc. due to misuse of the Unit for which the Allottee of the Unit shall be solely liable and responsible, without any recourse to the Promoter / Association of Allottees / the Maintenance Agency, as the case may be.

- 16.3 The Allottee hereby agrees to purchase the Unit on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total Maintenance Charges, as determined and thereafter, billed by the maintenance agency appointed or the Association of Allottees (or the Maintenance Agency) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Maintenance Agency or the Association of Allottees from time to time.
- 16.4 The Allottee shall give a prior intimation to the Promoter/ Association of Allottees/ the Maintenance Agency about all interior works proposed to be undertaken inside the Unit. In carrying out any such works and activities, the Allottee undertakes and confirms that it shall duly adhere to all fire and other safety regulations (both under law and otherwise) and other Applicable Laws; and rules, regulations, bye laws and guidelines of the Association of Allottees/ the Maintenance Agency/; the structural integrity of the Project in which the Unit is situated and shall not exceed electrical loads beyond the allocated limits. The Promoter/ Association of Allottees/ the Maintenance Agency shall have the right to inspect all interior works and where required, direct and require the Allottee to undertake such modifications or alterations in the interior works as may be necessary to ensure compliance with this clause.
- 16.5 The basement(s) and service areas, if any, as located within the premises shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association / Maintenance Agency / Promoter for rendering maintenance services.

## **17. ASSIGNMENT AND TRANSFER OF RIGHTS**

- 17.1 The Allottee understands that this allotment and / or right and entitlement of the Allottee hereunder is non-transferrable / non-assignable. However, the Promoter may, on a request from the Allottee, permit such assignment / transfer on a case-to-case basis subject always to: (i) the Allottee being in compliance of the terms and conditions hereunder; (ii) payment of all outstanding dues by the Allottee together with any administrative charges for such assignment / transfer, as may be levied by the Promoter from time to time; and; (iii) execution of appropriate documents by the Allottee and the proposed assignee(s)/ transferee(s) to the satisfaction of the Promoter; (iv) permissibility thereof under the Act, the Rules and the Applicable Laws. In the event the Allottee has obtained finance / loan against the Unit from any bank/ financial institution/ NBFC/ other lending institution/ lending entity, then a no objection certificate / letter by such bank/ financial institution/ NBFC/ other lending institution/ lending entity shall also have to be submitted to the Promoter, permitting / consenting to the requested assignment/transfer by the Allottee.
- 17.2 The Allottee shall be entirely responsible and liable for all legal, monetary and other consequences that may arise from such transfer / assignment. The Allottee hereby undertakes to keep the Promoter 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 Promoter, upon request of the Allottee.

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- 17.3 Under no circumstances, permission for such assignment / transfer shall be granted by the Promoter once the payment of entire Total Price has been made by the Allottee.
- 17.4 In the event of such assignment / transfer, the assignee / transferee shall be bound by the terms and conditions stipulated herein as if the same had 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 Promoter shall not be a party to the same under any circumstances.

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

The Parties agree and understand the execution of this Agreement is subject to all the laws, rules, regulations, notifications applicable to Projects, terms and conditions, restrictions and limitations contained in the Sub Lease, the terms and conditions contained in the application form in relation to the Unit and the Allotment Letter. The Allottee has read and understood the same and has undertaken to abide by all such terms and conditions, restrictions, and limitations. The Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Unit / at his/ her own cost.

## **19. ADDITIONAL CONSTRUCTIONS:**

- 19.1 The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except as provided for in the Act and relevant Rules. Therefore, the Promoter may make additions or put-up additional structure(s) after taking the necessary approvals from the Competent Authority and the minimum required consent of the Allottee in the Project as provided for in the Act and relevant Rules.

## **20. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) 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 returned to the Allottee without any interest or compensation whatsoever.

## **21. THE RELEVANT STATE BYE-LAWS**

The Promoter has assured to the Allottee that the Project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/byelaws, instructions/guidelines and decisions of competent authority prevalent in the State of Uttar Pradesh.

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**22. ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, 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 Unit.

**23. RIGHT TO AMEND**

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

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes. For the purpose of above, it is clarified that Allottee may assign its rights to any third party as per the terms and conditions of the present Agreement on payment of applicable administrative charges and also subject to prior intimation and permission of the Promoter and as per the governing laws of land. However, the Promoter shall have first lien and charge on the said Unit for all pending/outstanding dues and/ or that may hereafter become due and payable by the Allottee to the Promoter, in the event of the Allottee parting with his/her interest by creating any third-party interest in the said Unit.

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

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. It is further agreed between the Parties that such waiver may be subject to such terms and conditions as agreed between the parties at the time of waiver. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**26. SEVERABILITY**

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

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

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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 in proportion to the carpet area of the Unit bears to the total carpet area of all the Units in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective Allottees.

## **28. FURTHER ASSURANCES**

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

## **29. INDEMNITY**

29.1 The Allottee hereby agrees and undertakes to pay from time to time the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the obligations and abide by all the terms and conditions of this Agreement and to keep the Promoter and its agents and representatives indemnified and harmless against any loss or damage that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement.

29.2 With effect from the date of taking possession of the said Unit or deemed possession in terms of this Agreement, the Allottee agrees to indemnify and to keep the Promoter / Association of Allottees / the Maintenance Agency, as the case may be and their assignees, nominees, their officers/employees as well as the other occupants/ owners of the Project fully indemnified, saved and harmless from and against all the consequences of breach by the Allottee of any Applicable Laws for the time being in force and/or the stipulations applicable to the Allottee and/or the said Unit hereunder as also of any of its representations, warranties or undertakings not being found to be true at any point of time, or any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted and/or incurred by any of them on account of any of the foregoing. The Allottee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of the occupants, representatives and/or any other person claiming under the Allottee.

## **30. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's sales office, or at any 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. Thereafter this Agreement shall be deemed to have been executed. The Allottee and/or Promoter (through its authorized signatory) shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter (through its authorized signatory) will attend such office and admit execution thereof.

## **31. NO WAIVER**

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Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.

### **32. NOTICE**

That any notice or other writing required or contemplated to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:–

**Name of Allottee-** \_\_\_\_\_

(Allottee Address)-

**Notified Email ID:**

**M/s GOODLIVING INFRASTRUCTURE PVT. LTD.**

(Promoter Address) – 7<sup>th</sup> Floor, Tower – C, Bhutani Alphathum,  
Janpath Marg, Sector – 90, Noida, U.P – 201301.

Notified Email ID: [●]

32.1 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 Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

### **33. JOINT ALLOTTEES**

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

### **34. STAMP DUTY AND REGISTRATION**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

### **35. DISPUTE RESOLUTION**

Any dispute between Parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Act, Rules and Regulations, thereunder.

### **36. GOVERNING LAW & JURISDICTION**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed, interpreted, applied and enforced in accordance with and shall be governed by the laws of India for the time being in force. It is agreed between the Parties hereto that all and any disputes, suits, complaints, litigation, claim or any other matter arising out of or in relation to this Agreement shall be resolved by the courts in Noida, Uttar Pradesh.

**IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed**

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**this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.**

<b>For the Promoter</b> Authorised Signatory: Name: [●]	<b>Witnesses:</b>  1.
<b>For the Allottee (including the joint Allottee):-</b> Name: _____	2.
<b>For the Confirming Party</b>	

DRAFT

FOR GOODLIVING INFRASTRUCTURE PVT. LTD. ACCEPTED BY ALLOTTEE(S) FOR JAYPEE INFRATECH LIMITED

(AUTHORISED SIGNATORY)

(SIGNATURES)

(AUTHORISED SIGNATORY)

**SCHEDULE – I**  
**[Details of Project Land]**

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(SIGNATURES)

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**SCHEDULE – II**  
**[DETAILS OF THE UNIT]**

Unit No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ sq. mtrs. (\_\_\_\_\_ sq. ft.) (“**Carpet Area**”) and corresponding Total Area \_\_\_\_\_ sq. mtrs. / \_\_\_\_\_ sq. ft.) (“**Total Area**”), in the Project along with exclusive usage of \_\_\_\_\_ number of car parking space(s) if any, as permissible under the Applicable Law and of *pro rata* right and share in the Common Areas.

**DEFINITION OF CARPET AREA**

*\*“**Carpet Area**” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Explanation-the expression “exclusive balcony” or verandah area” means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a Unit, meant for the exclusive use of the Allottee; and ‘exclusive open terrace area” means the area of open terrace which is appurtenant to the net usable floor area of a Unit, meant for the exclusive use of the Allottee. Upon receipt of part occupation certificate / occupation certificate, as the case may be, the final Carpet Area shall be calculated and communicated to the Allottee, which shall be final and binding upon the Allottee. Carpet Area of the Unit shall be used for the purpose of computing the total payable consideration for the Unit.*

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**SCHEDULE III**  
**[Facilities and Common Areas]**

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**SCHEDULE IV**  
**PAYMENT PLAN**

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(SIGNATURES)

(AUTHORISED SIGNATORY)