

AGREEMENT FOR SUB-LEASE/ SALE

This Agreement for Sub- lease/sale ("**Agreement**") executed on this _____ (Date) day of _____ (Month), 20____ at _____.

By and Between

M/s. Gulshan Homes and Infrastructure Pvt. Ltd. (CIN no. 70101DL2010PTC211975), a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Flat No.-7, 3rd Floor, Plot No.- 4, Dayanand Vihar, Delhi-110092 and its corporate office at 7th Floor, Gulshan One29, Plot No. C3-E1, Sector-129, Noida, U.P.-201304 (PAN- AADCT7050K), represented by its Authorized Signatory _____ (Aadhar No. _____) authorized vide Board Resolution dated _____, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

[If the Allottee is an individual]

Mr./Ms. _____ (Aadhar No. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), Residential Status _____ (Indian/ NRI/ Foreign National) hereinafter called the "Allottee" (which expression shall unless/repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

*If more than one Allottee then multiple entries of above to be made

OR

[If the Allottee is a company]

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

[OR]

PROMOTER

ALLOTTEE (S)

[If the Allottee is a Partnership Firm]

a Partnership Firm registered under the [Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008, as the case may be], having its principal place of business at _____ (PAN _____), represented by its Authorized Partner, _____ (Aadhar No. _____) authorized vide _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

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

DEFINITIONS:

For the purpose of this Agreement for Sub-Lease/ Sale, unless the context otherwise requires, -

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016
- b) "**Authority**" means Uttar Pradesh Real Estate Regulatory Authority.
- c) "**Booking Amount**" means an amount equivalent to 10% (Ten percent) of the Total Price of the Said Unit.
- d) "**Government**" means the Government of State of Uttar Pradesh.
- e) "**Rules**" means the Uttar Pradesh Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- f) "**Regulations**" mean the regulations made under the Real Estate (Regulation and Development) Act, 2016.
- g) "**Section**" means a section of the Act.
- h) "**Stipulated Interest Rate**" means (i) Annual MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% or (ii) Interest rate of 10% per annum, whichever is higher.
- i) "**Said Unit**" shall mean Serviced Apartment/ Apartment in the Project and more particularly ascribed in recital G of this Agreement.

WHEREAS:

- A.** The Promoter is absolute Lessee/ owner and in possession of lease hold Commercial plot bearing Plot no. C3-D, Jaypee Greens Wish Town, Sector-129 Noida, District Gautam Buddha Nagar, Uttar Pradesh (referred to as "**Project Land**") admeasuring 10,365 sq. mtrs, acquired vide Transfer deed dated 28.03.2023 executed between

Jaiprakash Associates Ltd. and the Gulshan Homes and Infrastructure Pvt. Ltd. and the same was registered before the Sub Registrar – II, Noida dated 28.03.2023 in Book No. I, Volume No. 13406 on pages from 353 to 376 as Document No. 1815

- B.** The Promoter is constructing and developing a commercial real estate project on the Project Land by the name and style '**The G**' ("**Project**") comprising of Hotel, Club, Restaurants, Serviced Apartments, Multilevel Car Parking, Common Usage Area, Limited Common areas, Independent Area and Other Areas in accordance with the sanctioned building plan by the New Okhla Industrial Development Authority vide its letter dated 15.07.2024 and other applicable laws.
- C.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the land parcel on which the Project is to be constructed.
- D.** The Uttar Pradesh Pollution Control Board has granted the consent to establish/ commencement certificate to develop the Project vide approval dated _____ bearing Letter REF No _____ .
- E.** The Promoter has obtained the layout plans, sanctioned plans, specifications and all necessary approvals for the Project and also for the Said Unit from the New Okhla Industrial Development Authority (herein after referred to as "**NOIDA AUTHORITY**") and/or other competent Authorities. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F.** The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow, Uttar Pradesh on _____ under Registration No. _____
- G.** The Allottee had applied for the serviced apartment/ Apartment in the Project vide application dated _____ and has been allotted 'Serviced Apartment/ Apartment bearing No. _____ with following details:
- Carpet Area of _____ Square Meters (_____ Square Feet),
- Super Area _____ Square meters; (_____ Square Feet)
- on _____ floor ("Building") in the Project, as permissible under the applicable law and pro rata share in the common areas ("Common Areas") as per Deed of Declaration to be submitted to the concerned authority under the U.P. Apartment (promotion of construction, ownership and maintenance ownership act 2010 (hereinafter referred to as the "**SAID UNIT**" more particularly described in **Schedule-A** and the floor plan of the Said Unit is annexed hereto and marked as **Schedule-B**).
- H.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I.** (a) The Promoter has allowed the Allottee for inspection of site and made available the sanction plans, layout plans duly approved by the Noida Authority and/or other competent authorities along with standard specifications, ownership documents, rights of the Promoter in the Project Land etc., relating to the Project and the Allottee has understood the same and all limitations and obligations in respect thereof. The Promoter has also informed to the Allottee(s) about the various components / parts of the Project and stages of its development.

PROMOTER

ALLOTTEE (S)

(b) The Allottee acknowledges that the Promoter has provided all information/clarifications as required by him/ her with regards to Project/ Said unit and that the Allottee has decided to purchase the Said unit at his/her freewill, without any coercion or undue influence by the Promoter or its sales personnel or agent.

(c) The Allottee understands that the Hotel part of the Building shall have a separate and distinct common areas, amenities and facilities which are designated for the use of the Hotel only and the allottees/owners of the serviced apartments shall not have any right or entitlement in this part of the Building/Project. Similarly, the Serviced Apartment part of the Building shall have separate and distinct common areas, amenities and facilities which are designated for the use of serviced apartment allottees/ occupants only.

- J.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Said UNIT

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS

- 1.1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Said Unit as specified in **Para G**.
- 1.1.2 Both the Parties confirm that they have read and understood the provisions of Section-14 and other applicable provisions of the Act.
- 1.2 The Total Price for the Said Unit based on the **Carpet Area** is Rs. _____ (Rupees _____ only) ("**Total Price**"). The breakup of total price is stated herein below:

Item no.	Particulars	Amount in Rs.
A	Cost of Said Unit	
B	Add : charges for providing Maintenance services for one year (as per para 11	
C	Total GST payable (See Explanation (iv)* below)	
	Total Price of Said Unit (A+B+C)	

Rupees in word: (_____)

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Said Unit;
- (ii) The Total Price noted above includes GST (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name it may be called) up to the date of handing over the possession of the Said Unit to the Allottee and the project to the Association of Allottees or the competent authority, as the case may be after obtaining the completion certificate / part completion certificate for the building.

Provided that in case there is any change/modification in Taxes/ GST rate, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification.

Provided further that if there is any increase in the taxes, after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable in para 1.2 above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes, paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes, levies etc. have been imposed or become effective.

- * (iv) As on date of this Agreement, the applicable Goods and Services Tax (GST) in respect of sale of commercial property (under construction) is chargeable @12%, after adjusting abatement of 6% on account of land cost. The GST in respect of providing maintenance services is chargeable @18%. Accordingly, the calculation of 'Total GST Payable' in Item No. C of Table in para 1.2 is calculated as below:

Descriptions	Amount (in Rs.)
GST on cost of Said Unit @ 12%	
Add : GST on charges for providing Maintenance Services for one year @ 18%	
Total GST payable (as shown in item no. C of para 1.2)	

(v) The Total price of Said Unit includes:

- (a) Recovery of proportionate price of land, construction of [not only the Said Unit but also] the Common Areas, Internal Development Charges, External Development Charges, Taxes, Cost of Providing Electric Wiring, Electricity connectivity to the Said Unit, Lift, Water Lines and Plumbing, Finishing with Paint, Marbles, Tiles, Doors, Windows, Fire Detection and Firefighting Equipment in the Common Areas, Maintenance Charges for One Year from the date of completion certificate as per Para 11 etc., and includes the cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and the Project.
- (b) Car Parking Spaces _____ number(s)
- (c) Power Backup (____ KVA); (KVA in Words _____)
- (d) One time Lease Rental to Authority: The Promoter has paid / shall pay one time lease rental amount to Noida Authority in respect of the Project Land on or before offer for handing over the possession of the Said Unit to the Allottee and it has been included in the Total price of Said Unit.

1.3 The Total Price is escalation-free, save and except the increases which the Allottee hereby agrees to pay, due to increase on account of development fee, payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development fee, cost, charges, imposed by the Competent Authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments,

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

- 1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule-C ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at such rate as may be determined by the Promoter for the period by which the

respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule-D** and **Schedule-E** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Said Unit without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act
- 1.7 The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate/ part completion certificate (as applicable) for the Building is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee within forty-five days along with Stipulated Interest Rate, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area of the Said Unit, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan [**Schedule-C**]. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in Para 1.2 of this Agreement.
- 1.8 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Said Unit as mentioned below:
 - (i) The Allottee shall have exclusive ownership/ Sub-Lease rights of the Said Unit;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas pertaining to Serviced Apartment part of the Project to the Association of Allottees after duly obtaining the completion certificate for the Project from the competent authority as provided in the Act.
 - (iii) That the computation of the price of the Said Unit includes recovery of proportionate price of land, construction of [not only the Said Unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electricity connectivity to the Said Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and the Project.

- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Said Unit with prior approval, as the case may be.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Said Unit along with covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained real estate project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities, other than declared as Independent Areas or Limited Common Areas in Deed of Declaration under applicable laws shall be available only for use and enjoyment of the allottee.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Said Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Said Unit to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as Booking Amount being part payment towards the Total Price of the Said Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Unit as prescribed in the Payment Plan [**Schedule-C**] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable he shall be liable to pay Stipulated Interest Rate.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule-C**] through A/c Payee Cheque /demand draft/bankers Cheque in favor of "**GHIPL- Collection A/c for THE G**" payable at Delhi or such other name, as will be intimated by the Promoter from time to time or online payment (as applicable).

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management

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

- 3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter/ Appropriate Authority immediately and comply with necessary formalities, if any, under the appropriate authorities and applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Said Unit, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

- 5.1 The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the authority and towards handing over the Said Unit to the Allottee and the Common Areas of Serviced Apartment part of Project to the Association of Allottees or the Competent Authority, as the case may be.
- 5.2 Similarly, the Allottee agrees that the timely payment of installments 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 as provided in **Schedule C** ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/SAID UNIT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Said Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities, which are part of the said Apartment [annexed in Schedule D along with this Agreement] which has been approved by the Competent Authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the layout plans, floor plans and specifications,

amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the competent Authority and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE SAID UNIT:

7.1 Schedule for Possession of the Said Unit –

(i) The Promoter agrees and understands that timely delivery of possession of the Said Unit to the Allottee and the related Common Areas to the Association of Allottees or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter assures to make an offer for handing over possession of the Said Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on or before _____ date (plus additional six months grace period), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, affecting the regular development of the real estate Project ("**Force Majeure**"). If however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Unit. Any Judicial pronouncement / direction by any competent Court, prohibiting the construction and/or possession of project/ Said Unit shall also be treated as Force Majeure.

(ii) Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions , then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. In case the project is developed in various phases/ parts , it will be the duty of the Promoter to maintain those common areas and facilities which are not complete and handover all the Common Areas and facilities to Associate of Allottees once all phases/ parts are completed. The Promoter shall not charge more than the normal/ applicable Maintenance Charges from the Allottee.

7.2 Procedure for taking possession –

The Promoter, upon obtaining the completion certificate / part completion certificate (as applicable) of the Building from the competent authority, shall offer in writing the possession of the Said Unit, to the Allottee in terms of this Agreement within 2 (two) months from the date of issue of such completion certificate / part completion certificate (as applicable).

Provided that in the absence of Applicable law, the conveyance deed / Sub-lease deed in favour of Allottee shall be carried out by Promoter within 3 months from the date of issue of completion certificate/ part completion certificate (as the case may be). The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, and documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by

the Promoter/ Association of Allottees, as the case may be. After the issuance of the completion certificate / part completion certificate (as the case may be) The Promoter shall hand over/ make available the completion certificate / part completion certificate (as the case may be) of the Said Unit / Project to the Allottee at the time of conveyance deed / sub-lease deed of the same

- 7.3 **Failure of Allottee to take Possession of Said Unit** – Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Said Unit from the Promoter by executing necessary indemnities, undertakings, and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Said Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such Allottee shall be liable to pay to the Promoter holding charges at the rate of Rs. ____/- per month per sq. Ft. of Carpet Area of the Said Unit for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in this Agreement.
- 7.4 **Possession by the Allottee** – After obtaining the completion certificate / part completion certificate (as the case may be) and handing over the physical possession of the Said Unit to the allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including those relating to the Common Areas of the Serviced Apartment part of the Project , to the Association of Allottees or the Competent Authority, as the case may be, as per the applicable/ local laws.
Provided that in the absence of applicable / local laws, the promoter shall handover the necessary documents and plans, including related common area to the Association of Allottee or the Competent Authority, as the case may be within thirty day after obtaining the completion/ part completion certificate of the project (as the case may be).
- 7.5 **Cancellation by Allottee** – The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:
Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment. The promoter shall return 50% (fifty percent) of the balance amount of money paid by the Allottee within 45 (forty five) days of such cancellation/withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Said Unit or at the end of 1 (one) year from the date of cancellation/withdrawal by the Allottee, whichever is earlier. The Promoter shall inform the previous Allottee the date of re-allotment of the Said Unit and also display this information on the official website of UP RERA on the date of re-allotment.
- 7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

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

any other remedy available, to return the total amount received by him in respect of the Said Unit at Stipulated Interest Rate including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at Stipulated Interest Rate for every month of delay, till the handing over of the possession of the Said Unit, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Project Land; the requisite rights to carry out development of the Project and is in absolute, actual, physical and legal possession of the land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;
- (iii) Presently the Promoter has availed financial assistance against the mortgage of the Project Land, from Lender namely JM Financial Credit Solutions Ltd. If Allottee wish to avail loan for Said Unit from any Financer/Bank, then Allottee shall be required to take prior NOC from the said Financer/ Bank. The Promoter shall provide all reasonable assistance in this regard.
- (iv) There are no litigation pending before any Court of Law or Authority with respect to the Project Land, Project or the Said Unit;
- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, Project Land and Said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building and Said Unit and related Common Areas;
- (vi) 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;
- (vii) The Promoter has not entered into any agreement for Sub-Lease/Sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land, including the Project and the Said Unit which shall, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed /Sub-Lease deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the Allottee and the related Common Areas of Serviced

Apartment part to the Association of Allottees or the Competent Authority, as the case may be.

- (x) The Said Unit is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Unit;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities till the completion certificate has been issued and possession of Said Unit along with related Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and Association of Allottees or the competent authority as the case may be;
- (xii) 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 property) has been received by or served upon the Promoter in respect of the Project Land and/or the Project till date of execution of this Agreement.

9. EVENTS OF DEFAULT AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Said Unit to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Said Unit shall be in a useable 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 completion certificate / completion certificate, as the case may be, for the Building has been issued by the Competent Authority;
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, a non-defaulting Allottee is entitled to the following:

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

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter at stipulated interest rate for every month of delay till the handing over of the possession of the Said Unit, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due. It is clarified that, notwithstanding anything contained herein, in case of abandonment of the Project by the Promoter, the Allottee shall not be entitled to continue in the Project, and the Promoter will refund the amount received by him in respect of the Said Unit, with interest after deducting the taxes paid by the Allottee towards the Said Unit in the manner as provided under the Act within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the promoter on the unpaid amount at Stipulated Interest Rate, The Promoter must not be in default to take this benefit.
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Unit and refund the money paid to him by the Allottee by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit.
Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID UNIT:

The Promoter on receipt of Total Price of the Said Unit as per Para 1.2 under the Agreement from allottee the Promoter shall execute a Conveyance / Sub-Lease Deed and convey the title of the Said Unit together with proportionate indivisible share in the related Common Areas of Serviced Apartment part of project within 3 months from the date of issuance of the completion certificate/ part completion certificate (as may be applicable) to the Allottee

Provided that, in the absence of Applicable Law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE BUILDING/SAID UNIT/PROJECT

- (a) The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance for 1 (one) year from the date of handing over of possession of said unit to Allottee, (after receipt of completion

certificate / part completion certificate (as the case may be) has been included in the Total Price of the Said Unit.

However, if the Association of Allottees is not formed within 1 year of completion certificate/ period of one year as per clause (a) above, the Promoter will be entitled to collect from the Allottee amount equal to the amount of maintenance disclosed in para 1.2 +10% (Ten Percent) and applicable taxes in lieu of price escalation for the purpose of the maintenance for next 1 year and so on. The Promoter will pay the balance / surplus amount available with him against the maintenance charge to Association of Allottees once it is formed.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for Sale/ Sub-Lease relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or date of obligation of promoter to give possession to the Allottee, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee's shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:

The Promoter/ Maintenance Agency/Association of Allottee's shall have rights of unrestricted access of all Common Areas, for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottee's and/or Maintenance Agency staff to enter into the Said 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 such defect.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those areas earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE SAID UNIT:

- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Said Unit, or the staircase, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said

Unit and keep the Said 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, structure etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas except in accordance with 'Signage Policy' as formulated by the Promoter or its nominated Maintenance Agency from time to time. The Allottee shall also not change the color scheme of the outer walls or painting of the external surfaces and exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Said Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove/alter any wall, structural elements column/ shear walls including the outer and load bearing wall of the Said Unit.

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

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After execution of this Agreement, the Promoter shall not mortgage or create a charge on the Said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has entered into this Agreement.

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

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

Ownership and Maintenance) Act, 2010 (if applicable) The Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh.

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, Noida/ _____ Authority as and when intimated by the Promoter. If the Allottee 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 fails to appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever,

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [**Schedule-C**] 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 Allottee's.

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

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in Project, the same shall be the proportion which the Carpet Area of the Said Unit bears to the total Carpet Area of all the Said Units in the Project.

27. 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.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Allottee and Promoter. This Agreement shall be deemed to have been executed at Noida.

29. NOTICES:

29.1 That all notices 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 / courier / e-mail at their respective addresses specified below:

Name of Allottee :

Address of Allottee :

E-mail :

Name of Promoter: M/s Gulshan Homes and Infrastructure Pvt. Ltd.

Corp. Office Address: 7th Floor, Gulshan One29, Plot No. C3-E1, Sector-129,
Noida, U.P.-201304

E-mail : _____;

29.2 It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post / courier /e-mail 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.

30. JOINT ALLOTTEES:

That in case there are joint Allottee's 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 Allottee's.

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Said Unit or Building, as the case may be, prior to the execution and registration of this Agreement for Sale/ Sub-Lease for such Said Unit or Building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale/Sub- Lease or under the Act or the Rules or the Regulations made there under.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

ADDITIONAL CLAUSES:

34. The Allottee hereby represents and agrees as follows: -

- (i) The Allottee declares and affirms that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by both/ all and the joint Allottee(s) shall

be treated as one single person/entity for the purpose of this agreement and both/all shall be liable for the consequences jointly as well as severally.

- (ii) The Allottee shall not carry on or permit to be carried on in the Said Unit or in any part thereof any activities which shall be or are likely to be unlawful, obnoxious, annoyance or disturbance to other allottees/ occupants of the Project.
- (iii) The Allottee shall not store any goods of hazardous or combustible nature or which are heavy so as to affect the structure of the Property or any part thereof or in any manner interfere for common use and put the Said unit and other part of the Project to risk.
- (iv) The Allottee shall be responsible and liable for the safety and insurance of the goods, materials, equipment's, articles etc. which are lying in the Said Unit and the Promoter shall not be liable and responsible for any financial loss or legal consequences arising out of the same.

35. Heads of expenses not Included in Total Cost: -

It is hereby clarified and understood by the Allottee that Total Price of the Said Unit as stated in clause no. 1.2 of this Agreement does not includes the following: -

- (i) Charges payable by the Allottee with applicable taxes, if any at the time of intimation r for offer for possession of Said Unit by the Promoter.
 - (a) Interest Free Maintenance Security deposit ("IFMS") of Rs. _____. This IFMS shall be non-refundable but transferrable. The nature of IFMS shall be provided in the Maintenance Agreement, that will be executed later at the time of possession of said unit between the Allottee and the Promoter or its designated Maintenance Agency.
 - (b) _____ months advance club and recreational facility usages charges. (refer clause no. 39)
 - (c) Commercial Water & Sewerage Connection Charges and/or deposit or other levy which has been paid/payable by the Promoter to the concerned authorities or agencies for the Project on proportionate/ pro rata basis.
 - (d) Commercial Electricity Connection/ Meter Charges and/ or Deposit or other levy which has been paid/payable by the Promoter to the concerned authorities or agencies in relation to common area of the Project on proportionate/ pro rata basis. Cost of applicable charges for DG meter (if any) installed for Said Unit shall be borne by the Allottee.
 - (e) Indraprastha Gas Ltd. or other competent agency commercial charges as required to be paid/payable by Promoter to enable supply of Piped Natural Gas ("PNG") in the Project on proportionate/ pro rata basis.
 - (d) Any other statutory charges/levies which may be required to be paid in reference to the Said Unit/ Project on proportionate / pro rata basis.
- (ii) The Allottee agrees to pay one-time cost to the Promoter or its nominated maintenance agency for providing Power Backup availed/ to be availed for the Said Unit, at the rate of Rs. _____ per KVA.

- (iii) The Allottee hereby agree that due to any amendment/modification in Electricity or other applicable laws, it becomes necessary to install separate electricity connection (Multi point connection) for Said unit, then in that case the Allottee undertakes to pay the entire cost of the said electricity connection, reticulation and related charges as per charges levied/ demanded by the concerned Electricity Department/ authority from time to time. The Allottee further agrees to abide by any changes in law/regulation etc. if any becomes applicable in future in relation to the said unit / project for the aforesaid matters.
- (iv) All charges, i.e., stamp duty, legal expenses etc. for execution and registration of this Agreement and also the sub-lease/ conveyance deed in relation to said unit shall be borne and payable by the Allottee. The Allottee shall get registered these documents with in stipulated time as conveyed by the Promoter.
- (v) If the Government or any other authority under law demands/levies any additional fees, taxes, charges, by whatever name called with regard to Project Land / Said Unit including development charges for roads, power, infrastructure facilities in the area and/or compensation to farmers / other stakeholders etc. from retrospective or prospective effect and the Promoter is required to pay such charges/levies/demands to the concerned Authorities, then Promoter has right to demand such charges/ levies/ demand from the Allottee on proportionate basis and the Allottee agrees to make payment of the same.
- (vi) Applicable cost of availing any Optional Facilities by Allottee (as stated in clause no. 36)

36. Optional Facilities in the Project:

- (i) The Promoter may propose to provide facilities of, Internet connection or Wi Fi or any other facility in this Project by the concerned independent supplier /vendor for benefit or convenience of the occupants of the Project.
- (ii) It is hereby agreed and understood by the Allottee that facilities as stated in above para are optional facilities and Allottee may or may not avail the same. The allottee agrees that these optional facilities are not to be construed as part of the standard specifications / legal offering at all. The Allottee, who wishes to avail any of the facilities is required to complete the documentation/ procedures as prescribed by Independent supplier of these facilities and pay additional applicable charges for installation, usage etc.
- (iii) The Promoter shall not be liable for any losses, damages on account of not providing any of such facilities or maintaining the quality, standard etc. thereof and it shall be the sole responsibility or obligation of the independent supplier of these facilities.

37. RAISING OF FINANCE BY ALLOTTEE/ PROMOTER

That in case Allottee wants to avail loan facility from any Bank/Financial Institution to facilitate the purchase of the Said Unit applied for, then following conditions shall apply in this case: -

- (i) The Allottee/s shall arrange/avail the loan facility from Bank/Financial Institution on its own and the Promoter shall not be responsible or liable for the sanctioning and /or non-sanctioning of the same in any manner whatsoever.
- (ii) In such case, the Allottee/s shall ensure that the installments towards total price of the Said unit are paid regularly to Promoter as per payment plans, notwithstanding any delay in reimbursement of loan or non-sanction of the loan by the Bank/Financial Institution.
- (iii) If in such case the Instalments are not paid on due dates, the Promoter shall act as per relevant Clause(s) of this Agreement.
- (iv) The Allottee hereby understands that subject to provision of clause 18 of this Agreement, Promoter shall have right to raise loan/finance from any banks/financial institutions and for this purpose create mortgage in favor of one or more such lending parties. However, the allotted Unit shall be released of all such mortgages and encumbrances created by the Promoter before the execution and registration of Conveyance Deed / Sub Lease deed in favor of the Allottee.

38. Car Parking Space(s):

- (i) The Allottee shall have right to park _____ no. of vehicles, free of cost in the specified Car Parking area in the project.
- (ii) The Right to park vehicles as per clause (i) are inseparable part and parcel of the said unit and the same shall not be sold / transferred independently of the Said unit. The Allottee agrees and confirms that in the event of cancellation or resumption of the said unit under any of the provisions of this Agreement, the right to use Car Parking if any, shall automatically stand cancelled or resumed as the case may be.

39. CLUB/ RECREATIONAL FACILITIES

- (i) The Promoter shall arrange to provide club/recreational facilities for the benefit of the occupants of Serviced Apartments in the Project. the Allottee is required to pay one time Admission / membership fees of the Club and _____ months advance club & recreational facility usage charges along with applicable taxes to the Promoter at the time of intimation for offer of possession by the Promoter These charges are in addition to the Maintenance Charges and are not refundable, but transferrable. After expiry of aforesaid period, the Allottee shall be obliged to pay applicable usage charges with regards to club/ recreation facilities every month, irrespective of the fact, whether Allottee uses such facilities or not.
- (ii) The Promoter may operate the Club / Recreational facilities by itself or through any third party.

40. RULES GOVERNING PAYMENT BY THE ALLOTTEE:

- (i) Allottee hereby understands that no cash payment shall be accepted by Promoter. Further, Allottee or any person on his/her behalf shall not deposit

cash directly into Promoter's Bank account and Promoter shall not acknowledge any such payment.

- (ii) For all payments through A/c Payee Cheque / demand draft the date of clearance of such A/c Payee cheque / demand draft shall be taken as the date of payment. For online payment the date of intimation by the Allottee to the Promoter with proof of payment shall be taken as the date of payment. Promoter will credit Allottee account with the amount credited in the Promoter's designated bank account on the date of such intimation.
- (iii) All the payments to be made by the Allottee shall be subject to realization of Cheque/ Demand Draft etc. In case of dishonor of any Cheque / Demand Draft due to any reason whatsoever, the same shall amount to non-payment and shall constitute a default under this Agreement. In such an eventuality, without prejudice to the right and remedies available to the Promoter, the Promoter shall be entitled to and the Allottee shall be liable to pay the equivalent cheque amount along with the delayed interest at the Stipulated Interest Rate and applicable bank charges to the Promoter.
- (iv) The Allottee further agrees that except as specifically expressed under this Agreement, the Promoter is not required to send reminder/notices to the Allottee in respect of the payment obligations and other obligations of the Allottee as set out in this Agreement to be met by the Allottee, and the Allottee is required to adhere to the timelines and comply with all its obligations on its own.
- (v) It is the sole responsibility of the Allottee to deduct applicable Tax deduction at source ("TDS") in accordance with the provisions of the Income Tax Act, 1961, The amount deducted as TDS shall be credited to the account of the Allottee only on (i) submission of proof of deposit of TDS to the Government Account and (ii) submission of relevant TDS certificate to the Promoter with in due date prescribed under the Income Tax Act, 1961 or in any case latest by 31st May, following the end of relevant financial year. After the above date, no claim for depositing of TDS by Allottee would be entertained

41. ASSIGNMENT / TRANSFER OF ALLOTMENT

The Allottee may transfer/assign this Agreement or any interest in this Agreement in favor of any third party as may be permitted by the Promoter and subject to the rules and regulations, as formulated by the Promoter in this regard.

42. MAINTENANCE OF THE PROJECT:

- (a) In terms of Para 11 the cost to provide and maintain essential maintenance service in the project for the period of one year from the date of receiving completion / part completion certificate has been included in Total price of the Unit. However, it is agreed that the said period of one year shall commence on and from the 61st day after the 'Date of issuance of Completion Certificate/ Part Completion Certificate' by the Noida Authority. It is clarified that that the said Maintenance charges shall be exclusive of charges for water, electricity/ power back-up and other consumable on actual basis.
- (b) The Allottee agrees to enter into a Separate Maintenance Agreement with the Promoter or its designated Maintenance Agency so appointed by the Promoter as

the case may be (herein after referred to as "SAID MAINTENANCE AGENCY") and he/she shall be bound by the terms and conditions of Maintenance Agreement and/or rules/guidelines, if any framed by the said Maintenance Agency. Allottee is required to pay the maintenance charges, other demand along with applicable taxes by the said maintenance agency.

- (c) That after completion of one-year period, as specified in para 11 of this agreement, the Allottee agrees to pay maintenance charges for further period in such manner or method as will be determined or decided by the said Maintenance Agency.

43. COVERAGE OF DEFECT LIABILITY:

Allottee hereby acknowledge that Defect Liability as provided in clause 12 of this Agreement shall excludes all of the followings:

- (i) That in respect of the products /equipment /services i.e. Electrical/ Electronic/, Hardware, Sanitary / CP Fittings etc. which have been provided and installed by third party/ Vendor in the Said Unit or Project and the warranty and guarantee of which has been provided by the respective third party/ vendor, then the said warranty and guarantee will be available to the Allottee/ Association of Allottee's as per the terms and conditions of said third party/ vendor. The Allottee shall approach said third party/ vendor directly for such warranty or guarantee claims. The Promoter shall not be liable for warranty or guarantee or defects in any such products/ equipment / services.
- (ii) Defect resulted due to any act, omission or negligence attributable to the Allottee or if the Allottee makes any type of change in the interior of the Said Unit or install product or takes services from any third party in his/her flat and if due to that any defects arises;
- (iii) Defect/s caused by normal wear and tear and/or by the negligent use of the Said Unit by the Allottee /occupants, use without proper maintenance / AMC, Act of God, vagaries of nature, superficial cracks, etc.,

44. Right over Certain Areas:

After completion of the Project, the Promoter shall have right on the spaces like storage, terrace/roof, certain areas in basement etc. or any other spaces which does not fall under the definition of related common areas of Service Apartment, part of building and said space shall always be owned and commercially dealt with by the Promoter.

45. Leasing/Utilization Rights over Roof: -

The Promoter shall have exclusive right to give on lease or use any part of the top roof/terraces above the top floor in the said project for installation and operation of antenna, satellite dishes, communication towers etc. or to use/lease the same for advertisement purposes etc. and the Allottee agrees that he or she shall not object to the same and make any claims on this account.

46. Further Construction in Project: -

That the Allottee/s agrees and undertakes that in case at any stage further construction in the Project is allowed in future as per applicable Rules/laws, then the Promoter shall have right (but not obligation) to undertake construction after complying with the applicable provision of Act or other relevant laws and dispose of such constructed Unit/s without any objection/claim from the Allottee/s.

47. Refund of Securities and Other Deposits: -

The Promoter alone shall be entitled to obtain the refund of various securities/charges deposited by it during construction of the Project with various Governmental/Local Authorities for electric and sewer connection etc.

48. Delay caused by Statutory Authorities: -

It is agreed that the Promoter shall not be liable for any delay in possession, if the said delay has been caused by the concerned Authority(s) / Government in giving necessary approvals/ Completion Certificate etc. required for giving possession of Said Unit to the Allottee.

49. PROCEDURE FOR POSSESSION OF SAID UNIT:

- (i) In addition to clause 7.2 of this agreement, the Allottee shall be required to (i) pay all outstanding dues, interest, applicable charges that includes prevailing stamp duty and registration fee for execution of Conveyance Deed/ Sub-Lease Deed of the Said Unit and (ii) also to deliver / execute such documents as stated in Demand Letter/ Notice sent by the Promoter regarding Offer of Handing Over of Possession of Said Unit with in a period of 30 days from the date of such communication.
- (ii) After receiving all dues, charges etc. and requisite documents as stated in above para, the Promoter shall undertake final finishing / fit out works for the Said Unit and this process will normally take 30 days from the date of making full and final payment by the Allottee. However, the same will be done on first come first basis, and the period of completion of finishing / fit out may vary accordingly, but in no case it shall take more than 60 days. Upon completion of finishing/ fit out works. The possession of the Said Unit will be handed over to the Allottee only after execution and registration of the conveyance deed / Sub-Lease Deed of the Said Unit in favour of the Allottee.

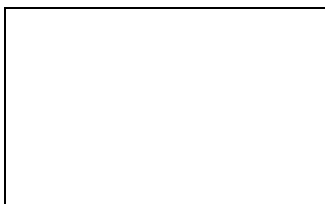
50. COUNTERPARTS:

This Agreement has been prepared in duplicate with original signatures of both the parties and attesting witnesses and one set thereof has been kept by each party which is considered as original copy.

51. GENERAL CLAUSES: -

- (i) It is agreed that in case due to change in any law/ regulation OR order by any Competent Authority / Court etc., the Promoter is unable to provide any provision / amenity in the said unit/project in accordance with this Agreement, then the Promoter shall not be liable to repay/refund the corresponding amount taken in this regard, except as required under the relevant laws.
- (ii) The Allottee agrees that there may be variation in the fittings, fixtures and specification in product/services as stated in the 'Specification sheet of Said Unit' attached to this Agreement due to non-availability of products/services, technical feasibility and other relevant factors amongst different units in the Project. However, in such an event, material/product/ services of equally good quality shall be used.

- (iii) The Allottee agrees to provide his/her consent as may be required by the Promoter, for making any minor or ordinary additions and alterations in the building / layout plan etc. in accordance with applicable laws.
 - (iv) The Allottee agrees and confirms that in the event allotment of the Said Unit is cancelled under this Agreement, then the Promoter shall be entitled to re-allot, or deal with the Said Unit and the Allottee undertakes to provide requisite co-operation including execution / registration of Cancellation deed or other documents as may be considered necessary in this regard.
 - (v) In case of cancellation of Said Unit as provided in the agreement, the actual amount of GST/ taxes, if any paid by Promoter to government authority in respect of Said Unit shall be recovered /or adjusted from the refund, payable by the Promoter to the Allottee.
 - (vi) The Allottee agree that the Said Maintenance Agency may organize or arrange any event/ promotional activities in the common areas of the project from time to time.
 - (vii) That Promoter vest with the absolute rights for all Unsold inventories and/or un-allocated car parking spaces in the Project.
.
 - (viii) The meaning of term 'Association of Allottees', wherever used in this Agreement shall mean the association of allottees to be formed in relation to the Serviced Apartments, under Applicable Laws.
 - (ix) The Allottee shall be responsible to pay all fees, taxes, other costs, etc. including stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the Conveyance Deed or Sub-Lease Deed / this Agreement of the Said Unit. It is further clarified herein that any charges/ costs/ penalty etc., is imposed by or payable to any Competent Authority (ies) due to or on account of delay in execution and registration of any of aforesaid document by the Allottee, the same shall be borne by the Allottee.
 - (x) Unless the context otherwise require, the word "Completion Certificate" wherever used in this Agreement shall encompass "Occupancy Certificate", which may be granted by the competent authority in accordance with applicable laws.
 - (xi) Unless the context otherwise require, the word importing singular include the plural and vice versa and pronouns importing a gender includes each of the masculine, feminine and neuter genders.
-



QR code of the Project as devised by the Authority

PROMOTER

ALLOTTEE (S)

IN WITNESS WHEREOF parties herein above named set their respective hands and signed this Agreement for Sale/Sub-Lease at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

(2) Signature _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

PROMOTER

ALLOTTEE (S)

SCHEDULE-A:

DESCRIPTION OF THE SAID UNIT AND THE OPEN/COVERED PARKING (IF APPLICABLE)
ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

Said Unit Number	
Tower Number	
Said Unit Type	
Floor No.	
Carpet Area	_____ Sq. Ft. (equivalent to _____ Sq. mtr)
Super Area	_____ Sq. Ft. (equivalent to _____ Sq. mtr)
Other details of Said Unit , if any	

The Said Unit is bounded as under:

North by: _____

South by: _____

East by: _____

West by: _____

PROMOTER

ALLOTTEE (S)

SCHEDULE-B: FLOOR PLAN OF THE SAID UNIT

(Separately attached)

PROMOTER

ALLOTTEE (S)

SCHEDULE-C: PAYMENT PLAN

Separately attached

PROMOTER

ALLOTTEE (S)

SCHEDULE-D: SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID UNIT)

Separately attached

PROMOTER

ALLOTTEE (S)

**SCHEDULE-E: SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF
THE PROJECT)**

Separately attached

PROMOTER

ALLOTTEE (S)