

## AGREEMENT FOR SUB LEASE

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This Agreement for Sub Lease with all Schedules ("**Agreement**") is executed at Noida on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

### AMONGST

**ELDECO INFRASTRUCTURE AND PROPERTIES LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at Shop No. S-16, Second Floor, Eldeco Station 1, Site No. 1, Sector 12, Faridabad, Haryana – 121007 and Corporate office and Communication address at 201-212, II Floor, Plot No.- 3, Splendor Forum, District Center, Jasola, New Delhi, CIN U74899HR2000PLC043893, PAN AAACE8177D (herein after referred to as the "**Developer**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) acting through its authorized representative Mr./Mrs\_\_\_\_\_, being party of the **FIRST PART**;

### AND

1. Mr. / Ms. / Mrs. \_\_\_\_\_ (PAN: \_\_\_\_\_) Son/ Wife / Daughter of \_\_\_\_\_ Resident of \_\_\_\_\_
2. Mr. / Ms. / Mrs. \_\_\_\_\_ (PAN: \_\_\_\_\_) Son/ Wife / Daughter of \_\_\_\_\_ Resident of \_\_\_\_\_
3. Mr. / Ms. / Mrs. \_\_\_\_\_ (PAN: \_\_\_\_\_) Son/ Wife / Daughter of \_\_\_\_\_ Resident of \_\_\_\_\_

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

### OR

M/s \_\_\_\_\_ (CIN: \_\_\_\_\_) (PAN: \_\_\_\_\_) a company incorporated under the Companies Act, 1956 having its registered office at \_\_\_\_\_ (hereinafter referred to as the "**Buyer**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) acting through its duly authorized signatory \_\_\_\_\_ authorized vide resolution passed in the meeting of Board of Directors held on \_\_\_\_\_, being party of the **SECOND PART**;

### OR

M/s \_\_\_\_\_ (PAN: \_\_\_\_\_) a Partnership Firm registered under the

provisions of the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_ (hereinafter referred to as the “**Buyer**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all the partners and heirs and legal representatives of the last surviving partner) acting through its duly authorized partner Mr. \_\_\_\_\_, being party of the **SECOND PART**;

**OR**

M/s \_\_\_\_\_, (PAN \_\_\_\_\_) an HUF firm having its office at \_\_\_\_\_ through its duly authorized Karta Mr. \_\_\_\_\_, having Permanent Account Number \_\_\_\_\_, hereinafter referred to as “**Buyer**”, which expression shall, unless repugnant to the context or meaning thereof, include all the coparceners / members of the said HUF and their legal heirs, executors, legal representatives and successors, being party of the **SECOND PART**;

The parties to this Agreement i.e. the Developer and the Buyer are hereinafter jointly referred to as the “**Parties**” and sometimes individually referred to as “**Party**”.

## **DEFINITIONS**

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

<b>Defined Term</b>	<b>Definition</b>
<b>Act</b>	means Real Estate (Regulation and Development) Act, 2016 (16 Of 2016).
<b>Apartment Ownership Act</b>	shall collectively mean and refer to The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the Uttar Pradesh Apartment Rules framed there under as amended from time to time.
<b>Application</b>	meaning assigned to it under Recital K herein
<b>Applicable Laws</b>	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 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.
<b>Approvals</b>	shall means and include any permit, permissions, license, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or required to be obtained from a Competent Authority or any other person in relation to the Complex/Project.
<b>Authority</b>	means Uttar Pradesh Real Estate Regulatory Authority.
<b>Non-Refundable Amount</b>	shall collectively mean (i) Interest on any overdue payments; and (ii) brokerage paid by the Developer to the broker in case the booking is made by the Buyer through a broker and (iii) any taxes paid by Developer to the statutory authorities and (iv) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement is registered and (v) subvention cost (if the Buyer has opted for subvention plan)

	which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank (vi) administrative charges as per company policy; (vii) any other taxes, charges and fees payable by the Developer to the government authorities included but not restricted to the Pass Through Charges.
<b>Competent Authority</b>	any Central or State judicial, quasi judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Complex / Project.
<b>Common Areas and Facilities</b>	such areas and facilities in the Complex which are meant for common use, enjoyment and access of the allottee(s) at the Complex/ Project, (but excludes areas therein which are to be reserved / restricted for any other allottee / right-holder at the Complex or otherwise transferable by the Developer to third parties).
<b>Cost of Property</b>	shall mean the said amount mentioned in <b>Schedule IV</b> .
<b>Earnest Money</b>	meaning assigned to it under Clause 1.6 herein
<b>Final Finishing</b>	shall mean final coat of the paint of the Unit, installation of toilets fixtures and fittings, door handles and final cleaning of the Unit
<b>Force Majeure Events</b>	shall mean (a) flood, drought, fire, cyclone, earthquake or any other calamity by nature effecting the regular development of the Project and/ or (b) war, civil commotion or act of God; (c) any notice, order, rule, notification of the Government and/or other public or competent authority/court; (d) non availability of the materials; and (e) disruption by farmers or any civic unrest.
<b>Government</b>	shall mean the Government of Uttar Pradesh or any relevant Government.
<b>Hazard</b>	shall mean an event which by reason of its physical, chemical, reactive, toxic, flammable, explosive, corrosive, radioactive or infectious characteristics causes or is likely to cause grave danger to the health of persons in the Project or to the environment in and around the Project.
<b>Pass Through Charges</b>	shall mean all charges, fees, taxes/duties, impositions as may be levied by the Competent Authority, such as, ground rent, interest free maintenance security, meter charges, GST, property tax, land under construction tax, krishi kalyan cess, swachh bharat cess, or any future increase thereof or imposition by Competent Authority.
<b>Project</b>	meaning assigned to it under Recital E herein.
<b>Regulations</b>	shall mean means the Regulations made under the Real Estate (Regulation and Development) Act, 2016
<b>Rules</b>	shall mean the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended from time to time.

<b>Rule</b>	shall mean rule of Rules.
<b>Section</b>	shall mean section of the Act.
<b>Unit</b>	shall means the unit along with Car Parking Space the details whereof are provided in <b><i>Schedule III hereto and specifications whereof have been set out in Schedule V.</i></b>

**WHEREAS:-**

- A. New Okhla Industrial Development Authority (herein “**NOIDA**”) has allotted a plot admeasuring 58330.65 sq mtrs. situated at Plot No. GH 003, Sector 119, Noida, Distt Gautam Budh Nagar, Uttar Pradesh (herein “**Total Land**”), on lease hold basis, for the development of a group housing thereon.
- B. NOIDA demised the Total Land on a lease for a period of 90 years commencing from May 9, 2007 in favour of the Developer as lessee thereof, by and under Lease Deed dated May 9, 2007 registered at the office of the Sub-Registrar (I) Noida vide Book No – 1, having Serial Number 1562, Jild No. 983 at pages 67 to 124.
- C. The Total Land is being developed under the name and style of “**Eldeco Aamantran**”(herein “**Complex**”) in the planned and phased manner as per approved layout plan & building plan, which inter – alia includes apartments (residential & commercial), Club, parks, utilities and other common services and facilities therein.
- D. The Developer has already developed a portion of the Complex under the name of ‘**Eldeco Swagatam**’ comprising of 449 residential units, ‘**Eldeco Magnolia Park**’ comprising of 210 residential units and a club forming part and parcel of Total Land.
- E. The Developer on the land admeasuring 22229 sq mtrs, ( herein “**Project Land**”) forming part and parcel of Total Land developing two project more particularly demarcated in the plan annexed hereto in **Schedule I** by the name of :
  - a. “**Eldeco Inspire**” comprising of 4 Towers and 400 residential units and
  - b. “**Eldeco Edge**” comprising of 1 Tower and 198 residential units and 16 commercial units

It is clarified that “**Eldeco Inspire**” and “**Eldeco Edge**” are integrated part of the Complex and hereinafter jointly referred as ‘**Project**’.
- F. The Developer intends to develop the Project by optimum utilization of the floor area ratio (F.A.R.) in accordance with the Applicable Laws, as a group housing complex(s).
- G. The Developer has registered the Project under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Uttar Pradesh Real Estate Registration Rules and the Authority has granted Registration on 28.07.2017 vide registration bearing no. **UPRERAPRJ1916**.
- H. The Developer has given inspection to the Buyer and displayed at its offices all available approvals/permissions, including the approved layout plan and/ or building plan, the sanctioned plans, specifications of the common areas applicable to the Unit. The Developer has, as on date, obtained the Approvals as listed in **Schedule II**. The said Approvals are available on [www.up-rera.in](http://www.up-rera.in).
- I. The Developer has informed the Buyer that it will be entitled to use the Common Areas & Facilities on such terms and conditions as may be stipulated by the Developer or Maintenance Agency or Association, from time to time. It is clarified that the allottee(s)/Occupant(s) of the commercial units in the Complex shall not be entitled to use club.

- J. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Project Landon which Project is to be developed have been completed.
- K. The Buyer has vide his/her application dated \_\_\_\_\_ ("**Application**") applied for the allotment of a Unit in the Project. Pursuant to Application the Developer allotted the Unit as well allocated the Car Parking Space, in favour of the Buyer as detailed in **Schedule III**.
- L. The Parties have gone through all the terms and conditions set out in this Agreement in relation to the Unit, Car Parking Space and understood the rights and obligations detailed herein.
- M. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws rules and regulations notifications, etc. applicable to the Project/Complex.
- N. 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;
- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Buyer, hereby agrees to purchase the Unit.

**NOW THEREFORE** in furtherance to acceptance of the Application of the Buyer, the Parties are executing this Agreement for recording the understanding for allotment of the Unit with allocated Car Parking Space on the terms and conditions mutually agreed by and between the Parties and contained in this Agreement.

## **1. TERMS**

- 1.1 In consideration of the payment made and/or to be made by the Buyer to the Developer in the manner stated hereinafter and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Buyer stated hereinafter, the Developer hereby agrees to transfer title rights and entitlements over the Unit free from all encumbrances along with all easements, privileges, rights and benefit attached thereto; along with exclusive right to use and occupy the allocated Car Parking Space; along with right to use the Common Areas and Facilities (which shall be co-used / shared along with other allottees / occupants in the Complex, and shall be dealt with Developer in accordance with Applicable Laws) in favour of the Buyer at the Cost of Property and payment schedule mentioned in **Schedule IV** hereinafter and the Buyer hereby agrees to acquire the same. The Unit shall be transferred in favor of the Buyer through due execution of a Sub Lease deed duly stamped and registered with the jurisdictional Registrar of Assurances ("**Sub Lease Deed**") along with other documents as envisaged in this Agreement or as may be required under the Applicable Laws or by NOIDA or by the Developer.
- 1.2 All the terms & conditions, rights and obligations of the Parties as contained hereunder shall be subject to the provisions of Act and the Rules made thereunder and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules made thereunder. Any change so prescribed by the Act and Rules shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act and Rules shall not have any effect.
- 1.3 The Total Sale Consideration for the Unit ("**Cost of Property**"), other charges, payable by the Buyer for transfer of the Unit in its favour and token amount/application money already paid by the Buyer at the time of signing of the Application are mentioned in **Schedule IV** hereto. The Cost of Property shall be paid by the Buyer to the Developer in the manner specified in 'Schedule of Payments' set out in **Schedule IV**.
- 1.4 The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Buyer by discounting such early payments at a rate suitable to the Developer for the period by which the respective installment has been advanced. The provision for allowing rebates and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Buyer by the Developer, provided the Buyer complies with the terms of this Agreement.
- 1.5 The Buyer shall be liable to make payment of the amount/installment as per the payment plan set out in **Schedule IV**. The Buyer shall be obligated to pay the installments by the due dates as mentioned in aforesaid Schedule. In case the Buyer delays in making payment of any amount/installment then interest @ 10% p.a. or such higher rate as may be prescribed under Act/ Rules shall be charged for the period of delay.

- 1.6 The Parties agree that 10% of the Cost of Property shall be construed as earnest money under this Agreement ("**Earnest Money/ Booking Amount**"), to ensure the performance, compliance and fulfillment of the obligations and responsibilities of the Buyer under this Agreement.
- 1.7 The Cost of Property is escalation-free, save and except the charges which the Buyer agrees to pay and stated herein, escalations/increases/impositions due to increase carpet area of the Unit, increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/ local bodies/Government from time to time, including but not limited to internal development charges, external development charges, infrastructure development charges, premium/s and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the competent authority/ local bodies/Government, any enhanced compensation payable to erstwhile land owners under the land acquisition proceedings and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time.
- 1.8 The Developer has made it specifically clear to the Buyer, that the computation of the Cost of Property as per **Schedule IV** does not include (i) goods and services tax, land under construction tax, property tax, local body tax, or other taxes, which are leviable or become leviable under the provisions of the Applicable Laws or any amendments thereto pertaining or relating to the sale of Unit (ii) cost of running, maintenance and operation of Common Areas and Facilities; or (iii) for any rights and interest over the commercial apartments/units, & kiosks; or (iv) for any rights over areas reserved/ restricted for any other allottee/ right-holder at the Project/Complex; or (v) for any rights over areas to be transferred by the Developer to third parties as per Applicable Laws. The Buyer has agreed, understood and satisfied himself/herself about the same, and shall be liable to pay the common expenses for running, maintenance and operation of the Common Areas and Facilities as determined by the Developer, till such time the Common Areas and Facilities are transferred to the Association (defined hereinafter).
- 1.9 The Developer has made it specifically clear to the Buyer that in the Cost of the Property, the charges for individual electricity connection/ meter charges, water / storm water connection charges, sewerage connection charges, FTTH/ FTTF/ FTTB Infrastructure Charges, IGL/ LPG connection charges including its infrastructure charges, deposits to the concerned authorities, on account of additional fire safety measures undertaken, broadband, internet connection charges, increases in securities of water, electricity etc., any new infrastructure augmentation charges and charges towards for bulk supply of electrical energy and all / any other charges are not included and the actual/ proportionate amount towards the same shall be additionally payable by the Buyer on or before the offer of possession of the Unit.
- 1.10 The Buyer has seen all documents/ papers as available with the Developer in relation to the Complex/Project, including but not limited to the title documents, building plans sanction and other approvals obtained from the Competent Authority and the present Agreement is being entered into by him/her after being fully satisfied about the rights, title and interest possessed by the Developer over the same and quality of construction at the Project and after having full knowledge of the Applicable Laws, to which the Developer and/or the Project/Complex are or be subject to in future. The Buyer is completely aware of and have understood all limitations/ obligations/ restrictions (if any) of the Developer in respect thereof and confirms that he/she shall neither investigate the same further nor raise any objections whatsoever in this respect.
- 1.11 The Buyer is aware that the allocated Car Parking Space cannot be dealt otherwise by the Buyer independently of the Unit. The Unit along with the Car Parking Space shall be treated as a single indivisible unit for all purposes including but not limited for the purposes of the Apartment Ownership Act. As the Car Parking Space is an integral and indivisible part of the Unit, the Buyer undertakes not to transfer the exclusive right to use in favour of any third party without transfer and assignment of the Unit.
- 1.12 The Buyer is made aware that NOIDA Authority vide its letter dated 13.12.2012 has approved single Master Plan for the entire Complex. It is clarified that all the buyer/s of the residential unit/s in the Complex, shall have right to use and interest in the Common Areas & Facilities subject to the terms mentioned in this Agreement.
- 1.13 The Buyer shall also be liable to bear and pay all present and future applicable Pass Through Charges and/or any increase thereto, either prospectively or retrospectively and/or by virtue of court order or

applicable laws, which may be imposed by the Competent Authority, as and when demanded by the Developer.

## **2. MODE OF PAYMENT**

- 2.1 Subject to the terms of the Agreement the Buyer shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan through cheque/ demand draft/ bankers cheque or online payment (as applicable), payable at par drawn in favour of **"ELDECO INFRASTRUCTURE AND PROPERTIES LIMITED"** and/ or any other account as stipulated by the Developer from time to time. The Buyer shall mention his/her/its Unit no and Tower name behind the cheques/demand drafts. The payments made by cheques are subject to realization. Date of actual credit shall be treated to be the date of realization of the cheque. In case payments are made through wire transfer it shall be sole responsibility of the Buyer to provide the wire details to Developer.
- 2.2 If any of the payment cheques of the Buyer deposited by the Developer gets dishonored for any reason whatsoever, then the Buyer would be required to promptly tender/s a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt including the Dishonour Charges of **Rs. 5000/- (Rupees Five Thousand only)**(for each dishonour). In the event of dishonor of any payment cheque the Developer has no obligation to return the original dishonored cheque.
- 2.3 In the event any outstanding amount is not paid within 90 days then the Developer shall be fully entitled, at its sole discretion, to terminate this Agreement and to forfeit the Booking Amount along with the Non-Refundable Amount out of the total amounts paid by the Buyer to the Developer till that date and the balance money (if any) will be refunded by Developer as per the provisions herein, without any interest or any compensation for any consequences thereof, and the Buyer shall have no other claim whatsoever against the Developer.
- 2.4 The Developer shall not accept payment by cash and/ or deposit of cash in the designated account of the Developer and such payment shall not be accepted and continue to appear as outstanding against the Unit. The Developer shall accept payments towards Cost of Property from the account(s) of the Buyer and/ or Joint Buyer only. If any payments of installments are made by any third party by or on behalf of the Buyer, the Developer shall not be responsible towards any such third party and such third party shall not have any right in Unit. Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Buyer account only, the exception being DDs/Banker's Cheque received from the mortgagor bank of the Buyer.
- 2.5 The Buyer is aware that the Buyer has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Developer, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Buyer shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

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

- 3.1 The Buyer, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer 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 Buyer understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Developer accepts no responsibility in regard to matters specified in Clause 3.1 above. The Buyer shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Buyer subsequent to the signing of this Agreement, it shall be the sole responsibility of the Buyer to intimate the same in writing to the Developer immediately and comply with necessary formalities, if any, under the Applicable Laws. The Developer shall not be responsible

towards any third party making payment Remittances on behalf of any Buyer and such third party shall not have any right in the Unit in any way and the Developer shall be issuing the payment receipts in favour of the Buyer only when the necessary payment is received from the Buyer's account.

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

- 4.1 The Buyer authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Buyer against the Unit, if any, in his/her name and the Buyer undertakes not to object/demand/direct the Developer to adjust his/her payments in any manner.
- 4.2 The Buyer irrevocably agree that on all amounts received, the Developer shall be entitled to first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments. Thereafter, towards the interest levied on the previous pending installment (if any) and, thereafter the pending installment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount.

#### **5. CONSTRUCTION OF THE PROJECT AND UNIT**

- 5.1 The Developer agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may be imposed by the NOIDA or any other Competent Authority.
- 5.2 The Developer may complete the Project in part and obtain part occupation certificates for the same as the Developer may deem fit. The Buyer confirms and gives his/her specific consent to the same and shall not raise any objection in this regard. In such event if the Buyer is offered possession of the Unit in such completed part or portion of the Project, the Developer and/or its agents or contractors shall be entitled to carry on the remaining work including construction/ completion of units or areas near/ adjacent to the Unit, including further and additional construction work in the Project including the part or portion where the Unit is situated, and if any inconvenience is caused to the Buyer due to such construction activity or incidental/ related activities during the said works or construction, the Buyer shall not object or make any claim (including for any damages) from the Developer in this regard.

#### **6 POSSESSION OF THE UNIT AND COMPENSATION**

- 6.1 The Developer shall endeavor to offer possession of the Unit to the Buyer on or before the date specified in **Schedule III ("Date of offer of Possession")**. The Date of offer of Possession shall be subject to the provisions of the sub-clauses mentioned herein and also subject to Force Majeure Events and the reasons beyond the control of the Developer.
- 6.2 In the event the possession of the Unit is delayed beyond the date as agreed hereinabove *inter alia* for any reason, the Developer shall be entitled to extension of 12 [twelve] months ("**Extended Duration**") for handover of possession and completion of construction of the Unit.
- 6.3 In the event of any delay in handing over possession of the Unit to the Buyer on the Date of Offer of Possession and/ or beyond the Extended Duration and/ or further extension of time for completion of construction of the Unit, the Buyer shall be entitled to reasonable compensation as per applicable law from the expiry of Extended Duration or further extended time (as aforesaid), as the case may till the date of Offer Letter (defined hereinafter). It is clarified that compensation as aforesaid shall be payable only on the amount/s received towards the Total Sale Consideration only (excluding interest amounts (if any), paid to the Developer and not on the stamp duty, registration fee, GST, TDS, deposits, charges, taxes etc. and/or Pass Through Charges). It is expressly clarified that no compensation shall be payable by the Developer for any time period beyond the Date of Offer Letter, for any reason whatsoever, irrespective of the Buyer not taking possession of the Unit.
- 6.4 Notwithstanding any of the provisions herein, the interest on the amount paid by the Buyer/s & compensation for delay shall not be paid and Date of Offer of Possession shall be extended
- (a) on account of any Force Majeure Events and/ or
  - (b) due to non-compliance of the terms and conditions by the Buyer.



- 6.5 Additionally, the interest on the amount paid by the Buyer/s and compensation for delay shall not be paid in the following events:
- (a) For the period of delay caused due to reasons beyond the control of the Developer and/or its agents and/or
  - (b) For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Buyer during inspection of the Unit, and/or
  - (c) For the period if the Buyer commit/s any default and/ or breach of the terms and conditions contained herein, and/or
  - (d) For the period of delay incurred due to additional work to be completed on the request of the Buyer for certain additional features, upgrades, in the Unit, in addition to the standard Unit, and/or,
  - (e) For the period of inordinate delay incurred due to NOIDA or any other governmental authorities in granting the necessary approvals for commencing and completing the development of the Project, including (without limitation), the grant of approval by the Ministry of Environment and Forest (MOEF) for construction, grant of occupation/completion certificate.
- 6.6 In case the Developer is forced to discontinue the construction of the Unit and/ or Project (entire or part) due to Force Majeure Events and/ or due to operation of any law or statutory order or otherwise, then the Developer shall be liable to refund the amounts paid by the Buyer without any liability towards interest or compensation or loss of profit or costs or damages, subject to deduction of applicable taxes, within 6 (six) months from the happening of such eventuality.
- 6.7 The Developer upon completion of construction of the Unit shall issue written Offer of Possession/Final Demand Notice (**'Offer Letter'**) to the Buyer. The Buyer on issuance of Offer Letter shall make payments as per the Offer Letter and take possession within such period as may be mentioned in the Offer Letter. The Buyer shall before taking over the possession of the Unit clear all outstanding dues and amounts as mentioned in **Schedule IV** and also pay the applicable GST and any other tax, levy, cess or any other charges levied by the statutory authorities in respect of the Unit. It is clarified that the Final Finishing of the Unit may be pending on the date of Offer Letter, which will be done within 60 days of receipt of all dues, charges, taxes etc. by the Developer.
- 6.8 The Buyer upon receiving Offer Letter shall take possession of the Unit from the Developer within period stipulated by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer shall thereafter give possession of the Unit to the Buyer.
- 6.9 The Buyer in case fails to take possession of the Unit within such date as mentioned in the Offer Letter, then the Unit shall lie at the risk and cost of the Buyer and the possession of the Unit shall be deemed to have taken by the Buyer on the expiry of date stipulated in the Offer Letter. The maintenance charges shall commence from the CAM Commencement Date, (defined hereinafter). It is clarified that in case Buyer fails to clear dues or take possession as contemplated in Offer Letter then
- (i) CAM, Holding Charges shall be payable by the Buyer from the CAM Commencement Date
  - (ii) Developer shall have the option not to undertake Final Finishing and handover the Unit without Final Finishing in case the Buyer fails to clear dues or take possession within six months from the date of Offer Letter. However, in such a case the cost credit, (as per Developer's estimation, which is final and binding) for the items not so executed for Final Finishing will be given to the Buyer or adjusted against the unpaid amount. It is clarified that in case Final Finishing is already done by the Developer then the Developer shall not be required to do it again when the Buyer finally comes forward to take possession of the Unit.
- 6.10 The Buyer in addition to payment of interest for delayed payments, if any, shall be liable to pay Holding Charges as specified in **Schedule V** from CAM Commencement Date till the Buyer takes actual possession of the Unit. During the period of the said delay by the Buyer, the Unit shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Buyer in relation to its deterioration in physical condition of material/ fixtures.

## REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

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

- (i) The Developer has clear and marketable title with respect to the Project Land 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;
- (ii) The Developer has lawful rights and requisite approvals from the Competent Authority to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- (iii) The Developer 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 Buyer created herein, may prejudicially be affected;
- (iv) The Developer 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 Project which will, in any manner, affect the rights of Buyer under this Agreement;
- (v) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Unit to the Buyer in the manner contemplated in this Agreement;
- (vi) The 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 Unit.
- (vii) There are no litigation(s) pending before any Court of law or Authority with respect to the Project Land, Project or the Unit to the best of the Developer's knowledge as on the date of this Agreement.
- (viii) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, Project Land and Unit.
- (ix) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Unit to the Buyer in the manner contemplated in this Agreement
- (x) At the time of execution of the Sub Lease Deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Unit to the Buyer.
- (xi) To the best of the Developer's knowledge 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 by or served upon the Developer in respect of the Project Land and/or the Project.

## 8. TERMINATION & CANCELLATION:

- 8.1 **Termination by Developer** : Without prejudice to the rights of the Developer to charge interest in terms of this Agreement, on the Buyer committing default in payment of any outstanding amount within 90 days of the due date/demand (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or upon the Buyer committing breach of the terms and conditions of this Agreement, then without prejudice to the rights and remedies of the Developer, the Developer shall at its sole discretion, be entitled to terminate this Agreement. Provided that, the Developer shall give notice of 15 (fifteen) days in writing to the Buyer, by Speed/Registered Post at the address provided by the Buyer and mail at the e-mail address provided by the Buyer of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Buyer fails to rectify the breach or breaches mentioned by the Developer within the time period specified in the notice then at the expiry of such notice period, the Developer shall be entitled to terminate this Agreement.
- 8.2 The Developer upon termination of the Agreement as per clause 8.1 above shall refund all such amounts paid by the Buyer till the date of termination without interest subject to forfeiture of the Earnest Money along with Non Refundable Amount. The Developer shall upon termination as aforesaid, refund the balance amounts (after deduction of the amount mentioned as above) within 45 (forty five) days from the sale proceeds as and when realized from re-allotment of the Unit, either by

way of (i) personal hand delivery of cheque(s) to the Buyer, or (ii) courier of cheque(s) to the Buyer at the aforementioned address mentioned in this Agreement, or (iii) by any other means as the Developer may deem fit. In the event Buyer is untraceable and/or unreachable and /or does not accept refund amount, in such case the Developer shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Developer has refunded the balance amount and the Developer's liability shall end on such date. Such refund shall be in the name of the first buyer (as per the Agreement) /lender (in case the Buyer has procured a loan from a bank/ financial institution), as the case may be. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Buyer shall be accordingly delayed without any claim towards interest for such delay

- 8.3 **Cancellation by Buyer:** In case Buyer wishes to withdraw/cancel this Agreement /allotment of the Unit then the Developer shall refund all such amounts paid by the Buyer till the date of cancellation without interest subject to forfeiture of Earnest Money along with Non Refundable Amount. The Developer shall upon cancellation as aforesaid, refund the balance amounts (after deduction of the amount mentioned as above) within 45 (forty five) days from the sale proceeds as and when realized from re-allotment of the Unit, either by way of (i) personal hand delivery of cheque(s) to the Buyer, or (ii) courier of cheque(s) to the Buyer at the aforementioned address mentioned in this Agreement for Sale, or (iii) by any other means as the Developer may deem fit. In the event the Buyer is untraceable and/or unreachable and /or does not accept refund amount, in such case the Developer shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Developer has refunded the balance amount and the Developer's liability shall end on such date. Such refund shall be in the name of the first buyer (as per the Agreement) /lender (in case the Buyer has procured a loan from a bank/ financial institution), as the case may be. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Buyer shall be accordingly delayed without any claim towards interest for such delay.

- 8.4 The Buyer shall not have any right, title and/ or interest with respect to the Unit upon the cancellation and/or termination of the Agreement/allotment of the Unit as aforesaid and the Developer shall be at liberty to re-allot/sell or otherwise deal with the Unit with any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Developer may in its sole, absolute and unfettered discretion think fit and proper and the Buyer waives his/her right to raise any objection or dispute in this regard.

- 8.5 The Buyer undertakes to present himself/herself for surrender /cancellation of this Agreement, upon termination/cancellation of this Agreement/allotment of the Unit as may be required under the Applicable Laws, at the office of the concerned sub-registrar of assurances. The Buyer undertakes to pay applicable, registration charges, legal expenses and all other miscellaneous and incidental expenses for termination/cancellation of this Agreement/allotment of the Unit.

## 9. ASSOCIATION

- 9.1 The Buyer agrees to join the Residents Welfare Association of the Complex(herein "**Association**")inter-alia for the purpose of management and maintenance of the Complex and sign and execute the membership application form and other documents, pay necessary membership fees, necessary for the formation /registration/joining of such Association. No objection shall be made by the Buyer/s with respect to the same. The Developer shall not be liable for any claims or penalties for delay in joining the Association, on account of any delay of the unit/s owners in complying with the above.
- 9.2 The management and maintenance of only Common Area and Facilities will be transferred to the Association. Areas like unallotted car parking spaces, kiosks (if provided) and independent areas declared or to be declared shall not be handed over to the Association. It is clarified that the commercial units/apartments in the Complex are not part of the common areas but are independent apartment/units meant for commercial usage , which the Developer is entitled to allot/sell/transfer/lease on such terms and condition it deem fit.
- 9.3 The Buyer shall on demand pay to the Developer legal cost, charges and expenses, including professional costs of advocates of the Developer in connection with smooth functioning of the Association and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty,

registration charges and other cost towards preparing, executing and registering Agreement with respect to undivided proportionate title in the common areas in the Project in favour of the Association. On the formation of Association, rights of the Buyer to the Common Areas and Facilities shall be regulated by the bye laws and other rules and regulations. The Developer may become a member of the Association to the extent of all unsold and/or un-allotted units in the Complex.

- 9.4 The Buyer shall observe and perform all the rules, regulations of the Association that may be specified in detail under the bye laws of the Association, Including but not limited to the following:
- (i) The entrances in the Project/Complex shall not be obstructed or used for any purpose other than ingress to and egress to the Unit;
  - (ii) The Buyer shall not make or permit any disturbing noises in the Project/Complex or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other buyers/ occupants. The Buyer shall not use any loud speaker in the Unit which shall disturb or annoy other Buyer / occupants in the Project/Complex;
  - (iii) Water-closets and other water apparatus in the Project/Complex shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Buyer if found to be in default;
  - (iv) No bird or animal shall be kept or harboured in the Common Areas and Facilities. In no event shall dogs and other pets be permitted in any other part of the Project/Complex unless they are accompanied by someone;
  - (v) No television aerial shall be attached to or hung from the exterior of the Unit;
  - (vi) Garbage and refuse from the said Unit shall be deposited in such place only in the Project/Complex and at such time and in such manner as the Developer / Association / Maintenance Agency may direct.
  - (vii) The Buyer undertakes not to park his/her vehicles outside the Unit or any other area not specifically designated for his/her use as car parking. No vehicle belonging to a Buyer or to a family member, guest, tenant, employee of the Buyer shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Project/Complex.

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

## **10. TRANSFER/NOMINATION**

- 10.1 Subject to the terms of this Agreement and norms of NOIDA and subject to the Buyer clearing all dues including interest, taxes, levies etc. if any, at any time prior to execution of the Sub Lease Deed, the Buyer may transfer or substitute or nominate a third party and may get the name of his/her transferee or nominee substituted in his/her place. The Developer may permit such transfer/ substitution/ nomination on such conditions as it may deem fit and proper and in accordance with the Applicable Laws, notifications/Governmental directions, guidelines issued by NOIDA, if any, in this regard. Such transfer/ substitution/ nomination shall be permitted upon payment by the Buyer of such applicable transfer charges (taxes extra) upon the Buyer providing necessary documents for transfer/ substitution/ nomination and on such terms and conditions and guidelines as it may deem fit by the Developer. It is clarified that (i) stamp duty and registration charges as applicable on such transfer /substitution/ nomination and (ii) transfer charges, fee etc if any imposed/levied/charged by NOIDA Authority /Association on such transfer/ substitution/ nomination shall also be paid by the Buyer / third party transferee. In addition to above the Buyer has to pay an administrative fee of Rs 25,000/- to the Developer for transfer/substitution/nomination.
- 10.2 At any time after execution of this Agreement/allotment of the Unit, administrative fees of Rs. 25,000/- (Rupees Twenty Five Thousand only) [taxes extra] or such amount as per prevailing policy of the Developer shall be payable in case such nomination / transfer is in favour of the spouse or child, parents or brother or sister of the either Buyer and the Buyer shall be solely responsible at the cost for

execution/ registration of such documents to effect such transfer post approval of the Developer. However, for such transfer, the permission from both the Joint Buyer is mandatory, if any.

- 10.3 The Buyer, for any transfer of the Unit post the execution after execution and registration of Sub Lease Deed in his/her favour, shall obtain No Objection Certificate from the Developer and shall pay an administrative fee of such amount as per prevailing policy of the Developer in this regard.

## **11. MAINTENANCE**

- 11.1 The Buyer agrees to pay maintenance charges for the maintenance and management of the Common Areas and Facilities.
- 11.2 The Buyer agrees to pay to the Developer or Maintenance Agency, Maintenance Charges towards the maintenance and upkeep of the Common Areas and Facilities (excluding internal maintenance of the Unit) (herein "**CAM Charges**"). The Buyer understands & agrees that the CAM Charges may be enhanced by the Developer or the Maintenance Agency from time to time. Incidence of GST/any taxes etc. on CAM Charges and outsourced services shall be borne by the Buyer.
- 11.3 For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence on expiry of 60 (sixty) days from the date of Offer Letter, regardless of whether the Buyer has taken such possession (for fit outs) or not. Such date shall be referred to as "**CAM Commencement Date**".
- 11.4 The Buyer agrees that on issuance of Offer Letter of the Unit, an Interest-Free Maintenance Security (herein "**IFMS**") towards the security for payment of charges for maintenance, upkeep of or any damages to the Common Areas and Facilities shall be payable by the Buyer as mentioned in **Schedule IV**. The IFMS shall become payable within 30 days from the date of Offer Letter by the Developer, whether or not the Buyer takes possession of the Unit.
- 11.5 The Buyer agrees that upon offer of possession of Unit he/she agrees to enter into a Maintenance Agreement with the Developer or Association / or any other nominee/agency/association/s as may be appointed / nominated by the Developer (herein "**the Maintenance Agency**") for the maintenance and upkeep of Common Areas & Facilities (excluding internal maintenance of the Unit). However, failure on the part of Buyer to enter into Maintenance Agreement for any reasons whatsoever, shall not absolve him/her/them from their obligation to pay the CAM Charges and other related charges.
- 11.6 The Buyer agrees to pay monthly/quarterly/yearly CAM Charges as intimated/demanded by the Developer/ Maintenance Agency, irrespective of the fact, whether the Buyer is in occupation of the Unit or not, within a period of 7 days of demand. In case of delay in payment of Maintenance Charges, interest @ 12% p.a. shall be charged for the period of delay. The Developer/Maintenance Agency reserves the right to determine/collect the CAM Charges in advance as per its policy. No interest shall be payable on such advance collection.
- 11.7 The Buyer agrees that in case of his/her/their failure to pay the CAM Charges on or before the due date then the Developer/Maintenance Agency is entitled to deny him/her/them maintenance services and the Developer/Maintenance Agency shall also be entitled to effect disconnection of services that may include disconnection of water/sewer, power, power backup etc. and debarment from usage of any or all Common Areas & Facilities within the Project and Complex. Further, non-payment of CAM Charges shall constitute a breach of the terms contained herein by the Buyer.
- 11.8 The Buyer agrees that in the event the CAM Charges, other charges/dues etc. are in arrears for more than three months then the Developer shall have the right to terminate the allotment by a notice in writing to the Buyer of 30 days (herein "**Notice Period**"). If such notice is issued then Buyer will have the right to clear the arrears within the Notice Period and upon such payment within the Notice Period, the termination notice shall stand withdrawn. As a result of such cancellation, the Earnest Money may be forfeited in favour of the Developer and the Buyer shall have no right, interest or lien in the Unit. The refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments and other dues, if any, shall be governed by the provisions contained herein.
- 11.9 The Buyer agrees that the Developer / Maintenance Agency will maintain till the maintenance is handed over to the Association or for a period of 1 year from the date of completion of Project, whichever is earlier. The Developer is not bound to maintain the Project beyond a period of one year, as aforesaid. The Buyer understands that the IFMS lying with the Developer shall not earn any interest, and no such amount shall be creditable to his/her/their account. If the Association (as the case may be) fails to take over the maintenance within that period, the Developer is authorized to cease the maintenance and return the IFMS after deducting any default of CAM Charges etc. along with

interest accrued thereon & other charges/deposits borne by the Developer with respect to the Project and discontinue its maintenance. It is clarified that IFMS pool "net of aggregate defaults" of all the buyer/s will be transferred to the Association, as and when it is formed or on failure of Association to take over the maintenance within the prescribed period, to the buyer/s directly. However, the Developer may manage the maintenance & upkeep of the Project even after the said period of one year (as aforesaid) and in such an event, the Developer shall retain IFMS and levy CAM Charges till such time the maintenance is not handed over to the Association.

- 11.10 The Buyer agrees that he/she/they will neither himself/herself do nor permit anything to be done which damages Common Areas and Facilities, adjoining unit/s / areas etc. or violates the rules or bye-laws of the Local Authorities or the Association. The Applicant/s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Developer may recover the expenditure incurred in such rectification from the Buyer's IFMS along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses then the Developer shall be entitled to raise demand against it, which shall be strictly payable by the Buyer within 30 days of such demand. However, in such an event Buyer shall make further payment to maintain required balance of IFMS as applicable. The Buyer shall always keep the Developer indemnified in this regard.
- 11.11 The Buyer agrees that the common lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment basis.
- 11.12 The Buyer agrees that the he/she/they or his/her/their nominees/ agents/ employees etc. shall at all times comply with the rules and regulations as may be laid down by the Developer or its nominated Maintenance Agency.
- 11.13 The Buyer agrees that the maintenance of the Unit including structural maintenance, regular painting, seepage etc. shall be the exclusive responsibility of the Buyer from the lapse of the period as may be mentioned in the Offer Letter.
- 11.14 The Buyer understands and agrees that bulk supply electricity connection to distribute power in the Project / Complex will be available and in no case Buyer shall apply to the concerned department directly for supply of electrical energy in the Unit.
- 11.15 The Buyer understands and agrees that the Developer to administer the collection of charges towards general maintenance, power, power back up, water supply etc may, in its discretion integrate the billing and collection of charges through a common mechanism including pre-paid meters.
- 11.16 The buyer/s of residential units of the Complex shall inter-alia have right to access and use the Common Areas and Facilities and common assets provided/installed and or to be provided/installed in the Project or Complex on the same terms and conditions which should not be less favourable than the one which are available to the buyer/s of residential units of the Project or Complex.
- 11.17 The Buyer agrees that the right to use the independent areas declared or to be declared by the Developer shall be restricted for use of certain apartment owners to whom they are conferred or shall be conferred by the Developer to the exclusion of the other apartment/s owners of the Complex.
- 11.18 The Buyer acknowledge and agrees that the independent areas declared or to be declared under the Applicable Laws shall not form part of Common Areas and Facilities and the Developer shall be solely entitled to deal with the same in the manner it deem fit and proper .
- 11.19 The Buyer is aware that the amenities /facilities in the club, may be allowed to be used by all the allottee(s)/buyer/s of residential units in the Complex on payment of its usage charges and on such terms and conditions as may be stipulated by the Developer or its outsourced Maintenance Agency, from time to time.
- 11.20 The Developer shall have right to take all steps as may be required for integration of services and facilities of Project with those of the existing services and facilities of Complex including but not limited to electricity, water, sewer, Diesel Generator sets . The Buyer is aware that as such the services viz water, sewer, electricity are inter linked in the Complex.

## 12. **DEFECT LIABILITY**

- 12.1 If the Buyer brings to the notice of the Developer any structural defect in the Unit within the time period as specified under the prevalent law it shall wherever possible be rectified by the Developer

without further charge to the Buyer. However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the Unit or defect in workmanship, quality or provision of service. The Developer shall be discharged from its liability as aforesaid in the event the Buyer carries out any structural modifications, alterations at his/her own accord and/or if the Buyer makes any changes in the structure, location, use and type of the areas, utilities and specifications and fixtures in the Unit. Additionally, the Developer shall not be liable in case of the following:

- (i) Structural defects caused or attributable to the Buyer including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose;
  - (ii) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.;
  - (iii) Structural defects induced by force majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.;
  - (iv) Structural defects occurring in the Unit or Unit that has undergone unauthorised civil renovations by the Buyer.
  - (v) Damage caused by failure on the part of Buyer to undertake routine and expected care and internal maintenance of the Unit.
12. Any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 12.1 above) the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Buyer/s and the Buyer/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

### **13. RIGHT TO ENTER THE UNIT / PROJECT FOR REPAIRS**

- 13.1 The Developer/Maintenance Agency /Association and their representatives, surveyors, architects, agents etc. shall have rights of unrestricted access of all Common Areas& Facilities, garages/covered parking and parking spaces for providing necessary maintenance services and the Buyer agrees to permit the association of Buyers and/or maintenance agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 13.2 The Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project/Complex and any common rights of ways with the authority to grant such rights to the Buyer and/or other buyers/s at the Complex/Project (present and future) at all times and the right of access to the Complex/Project for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, etc. situated at the Complex/Project and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Complex/Project and if necessary to connect the drains, pipes, cables etc. under, over or along the Complex/Project appurtenant to each and every building to be constructed at the Complex/Project without in any way obstructing or causing nuisance to the ingress and egress of the Buyer/ other occupants of the units constructed at the Complex/Project. Further, in case of exigency situations like fire, short circuits, leakages on the floor above or below or adjacent etc. of the Unit, the Buyer authorize/s the Developer and / or Maintenance Agency to break open the doors/windows of the Unit and enter into the Unit to prevent any further damage to the other apartments in the Project. In such a case, the Developer and / or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Buyer on account of entry to the Unit as aforesaid and he Buyer hereby expressly consents to the same.

### **14. BASEMENT USAGE**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project/Complex, shall be earmarked for purposes such as car parking spaces, stores and services including but not limited to electric sub—station, transformer, DG set rooms, underground water

tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Buyer shall not be permitted to use the services areas and the basements in any manner whatsoever other than as aforesaid.

## **15. GENERAL**

- 15.1 The Buyer ensures and undertakes that all Fit-outs/interior works done internally within the Unit shall not pose any nuisance to the other occupants/purchasers of the Project/Complex and also protect against fire, pollution or health hazards, noise, etc. in the Project/Complex .
- 15.2 The Buyer shall not alter the façade, colour scheme of the Unit or make any such alterations which are visible on the external façade of the Unit.
- 15.3 The Buyer shall use the Unit as per the provisions of this Agreement, and by laws of the Association and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other units in the Project/Complex nor for any illegal or immoral purposes.
- 15.4 The Buyer shall from the expiry of date to take possession of the Unit within such date as mentioned in the Offer Letter be liable to bear all costs and expenses to keep the Unit in a good and tenantable state and condition including structural maintenance, regular painting, seepage etc. The Buyer shall carry out, at his/her own cost and expenses, all internal repairs to the Unit and maintain the same and not do or suffer to be done anything in or to the Unit or in the Project/Complex which may be against the rules, regulations and bye laws of the Association or the Competent Authority. In the event the Buyer is guilty of any act or omission in contravention of this provision, the Buyer shall be responsible and liable for the breach and also for the consequential loss or damage, to the Developer or Association or the Competent Authority, as the case may be.
- 15.5 The Buyer shall neither cause or cause to be done any structural changes or alteration to the superstructure, floor, ceiling, walls, beams, columns, shear walls, construction of boundary wall around the P-line of the Unit etc. nor remove any walls or change the position of the doors and windows, increase the area of the Unit whether temporary or of a permanent nature. The Buyer shall also not change the colour scheme of the outer or paintings of the exterior side of the doors and windows etc. of the Unit. The Buyer shall, with the prior written consent of the Developer, be at liberty to fix safety grills on the windows of the Unit, of such design as the Developer may specify (so as to obtain uniformity of design in the Project). In the event such written consent has not been obtained by the Buyer or there is a deviation from the specifications prescribed by the Developer; the Developer shall be entitled to remove, at the cost and risk of the Buyer, all such grills which may have been fixed at the Unit together with any decorations, alterations, additions or improvements in the Unit made by the Buyer in contravention to the provisions of this Agreement. The Buyer shall not fix or erect sun screens or weather shades, whether temporary or permanent, on the exterior of the Unit in any manner whatsoever. The Buyer agrees and confirms that in the event the Buyer takes any such steps as stated in this sub clause the same shall be at the sole responsibility, risk and consequence of the Buyer and the Buyer shall indemnify the Developer towards all losses, damages that may be suffered or costs, charges, fines etc., that may have to incurred by the Developer.
- 15.6 The Buyer shall not do or permit to be done any act or thing which may render void or voidable any insurance taken or to be taken in respect of the Complex/Project or any part thereof or whereby any increase in the premium becomes payable in respect of the said insurance.
- 15.7 The Buyer hereby declare/s, agree/s and confirm/s that the monies paid/payable by the Buyer under this Agreement towards the Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "**Money Laundering Regulations**"). The Buyer further declare/s and authorize/s the Developer to give personal information of the Buyer to any statutory authority as may be required from time to time. The Buyer further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Buyer further agree/s and confirm/s that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Developer shall at its sole discretion be entitled to terminate this Agreement. Upon such termination the Buyer shall not have any right, title or interest in the Unit neither have any claim/demand against the Developer, which the Buyer hereby



- unequivocally agree/s and confirm/s. In the event of such termination, the monies paid by the Buyer shall be refunded by the Developer to the Buyer in accordance with the terms of this Agreement only after the Buyer furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Buyer.
- 15.8 The Buyer shall neither encroach upon the Common Areas and Facilities, passages, corridors or interfere with the amenities and services available for common use in the Complex/Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- 15.9 The Buyer shall not store in the Unit or bring into the Complex/Project any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Complex/Project or which is objected to by the Developer or the Association. If any damage is caused to the Unit, Common Areas and Facilities, or to the Complex/Project on account of any act, negligence or default on part of the Buyer or his/her employees, agents, servants, guests, or invitees, the Buyer shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Developer or the Association or Maintenance Agency, as the case may be, whose decision in this regard shall be final and binding on the Buyer.
- 15.10 The Buyer shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the Common Area and Facilities or any portion of the Complex/Project.
- 15.11 The Buyer shall not be entitled to install its personal / individual generator(s) for providing power back up to the Unit. However, they may install UPS systems within the Unit.
- 15.12 The Buyer shall not (i) undertake any act, deed or thing; or (ii) cause anything to be done; which may on its own or have the effect of, sub-dividing (directly or indirectly) the Unit or land underneath or lands forming part of Common Areas and Facilities.
- 15.13 The Complex shall always be known as “**Eldeco Aamantran**”. This name shall not be changed by anyone including the Buyer or his/her lessees / occupant(s) / transferee(s) / assignee(s) / Association etc. However, the name of the Complex/Project may be changed at the sole discretion of the Developer and the Buyer shall not be entitled to raise any objection/hindrance on the same.
- 15.14 The Buyer agrees and confirms that the present Agreement and the payment made hereunder do not create or bring into existence any lien/ encumbrance over the Unit in favour of the Buyer against the Developer other than rights and interests as contemplated under this Agreement. Further, the Buyer agrees that he/she shall not, without the written approval of the Developer, create any encumbrance, mortgage, charge, lien, on the Unit, by way of sale, agreement of sale, lease, license, loan, finance agreement, other arrangement or by creation of any third party interest whatsoever, till the date of execution and registration of the Sub Lease Deed in his/her favour by the Developer. However, the Buyer may, for the purpose of facilitating the payment of the Cost of Property and any other amounts payable under this Agreement apply for and obtain financial assistance from banks/financial institution after obtaining prior written permission from the Developer. The Buyer may enter into such arrangements/ agreements with third parties, as may be required, which may involve creation of a future right, title, interest, mortgage, charge or lien on the Unit only when the ownership/ title in the same is conveyed/ transferred in his/her favour by virtue of execution and registration of the Sub Lease Deed. Any such arrangement/ agreement shall be entered into by the Buyer at his/her sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Developer may issue the permission/ NOC as may be required by the banks/ financial institution subject however, that the Developer shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Buyer may obtain from such bank/ financial institution. The Buyer shall, at the time of grant of permission or NOC by the Developer, furnish an undertaking / declaration to the Developer to indemnify the Developer for all costs, expenses, injuries, damages etc. which the Developer may suffer for any breach / default that may be committed by the Buyer to the third party(ies) / banks/ financial institution. In this regard, the Developer may at the request of Buyer, enter into a tripartite agreement with the Buyer's banker / financial institution to facilitate the Buyer to obtain the loan from such bank / financial institution for purchase of the Unit. The Buyer hereby agrees that the Developer shall be entitled to terminate this Agreement at the request of the Buyer's banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Buyer.
- 15.15 The Buyer shall not put up any name or sign board, neon sign, publicity or advertisement material within or outside the Unit, in the Common Areas and Facilities or on the external façade of the

Complex. However, the Buyer may affix name plates / name boards only at the designated areas and of such sizes as may be previously approved in writing by the Developer or the Association, as the case may be. The Buyer agrees to obtain a prior written approval from the Developer or the Association, as the case may be, in respect of format, type, design, size, colour, material and lettering of the aforesaid sign board / name plates, etc.

- 15.16 Till the time each unit/s in the Complex/Project is not separately assessed, the Buyer agrees to pay on demand all taxes, charges, dues, demands etc. and/or any enhancement thereof whether leviable now or in future, on the Complex/Project, as the case may be, in proportion to the Carpet Area of the Unit. Such apportionment of the taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Developer or the Association, as the case may be, and the same shall be conclusive, final and binding upon the Buyer.
- 15.17 In case of termination of this Agreement, all documents executed/ received by the Buyer(s) in furtherance thereto shall stand terminated for all intents and purposes and the Buyer(s) shall return all documents (in original) to the Developer.
- 15.18 The Cost of Property is exclusive of the statutory deposits to be made by Developer to Competent Authorities towards electricity, water and other facilities at the Complex/Project. The same shall be payable by the Buyer on a pro-rata basis as and when demanded by Developer/ Competent Authority. In case the same gets enhanced under the Applicable Laws including any revision, whether prospectively or retrospectively, the same shall be payable by the Buyer. Similarly, if there is any reduction/ relaxation in payment thereof and any refund is received on this account by the Developer from the Competent Authorities, the same shall be adjusted in future installment or refunded to the Buyer on pro-rata basis as the case may be.
- 15.19 The Developer will not be responsible for providing public access road and other civic infrastructure facilities which are controlled by Government Agencies/Statutory authorities. The Developer has further clarified to the Buyer that the Complex/Project may not have the necessary external civic and infrastructure facilities in place as on the date of booking, allotment or at handing over of possession of the Unit, as the same is to be provided by the concerned government or local authority or body. The Buyer agrees that since this is beyond the control and scope of the Developer, they shall not hold the Developer responsible for the delay/ non-provision of civic and infrastructure facilities by any authority.
- 15.20 The Buyer hereby agrees and undertakes that he/she/they shall pay the insurance premium of the Unit and proportionate common area of the Complex/Project, from such date as intimated by the Developer and the same is in addition to Cost of the Property.
- 15.21 The Buyer understands and agrees that for better governance and management of open parking area/s and to avoid any confusion among the buyer/s, the Developer had allocated and will allocate the open parking/bay to certain buyer/s only to the exclusion of others buyer/s of the Project/Complex. The Buyer hereby acknowledges that the open parking arrangement is beneficial for all the residents of the Project/Complex including himself/herself and as such he/she irrevocably consents (i) not to randomly park his/her vehicle/s in the common area/s of the Complex/Project or the parking space/bay allocated to other buyer/s of the Complex/Project (ii) to park his/her vehicle only in the space allocated to him/her.
- 15.22 The Buyer acknowledge(s), agree(s) and undertake(s) that the Buyer shall neither hold the Developer or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Buyer nor make any claims/demands on the Developer or any of its sister concerns/ affiliates with respect thereto.
- 15.23 The Buyer undertakes that the Buyer has/have taken the decision to purchase the Unit in the Project out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Buyer by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.
- 15.24 The Buyer shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer. The Buyer shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.25 The Buyer understands and agrees that the power back up arrangements like diesel generator sets or other forms of power back up supply in the Project/Complex are proposed to be designed & installed by the Developer on the basis of diversity factor considering group diversity @ 50%. The Buyer agrees

that he/she/they, either singly or in combination with other buyer/s in the Project/Complex shall not claim that the installed capacity be the cumulative of all the power back up load sold by the Developer to different buyer/s.

- 15.26 The Buyer understand and agree that except ownership rights of the Unit area and impartible undivided proportionate interest in the Common Areas and Facilities, no rights of any kind shall accrue to the Buyer in any part of the Complex, including but not limited to shops/commercial area/commercial apartment, Club, Amenities etc. on the Total Land, and the same shall always remain the property of the Developer and be dealt in a manner the Developer may deem fit and proper.
- 15.27 The Buyer is aware that the Developer shall be carrying out extensive development/ construction activities at any time in future on the Total Land and that the Buyer has confirmed that he/she/they/it shall not raise any objections or make any claims or default in any payments of the maintenance charges as demanded by Developer or the Maintenance Agency on account of inconvenience, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities. The Developer for better planning, further construction on any portion of vacant land in the Total Land if becomes possible shall be entitled to take up such further construction and the Buyer shall have no objection for the same if not affecting the said Unit.
- 15.28 In case the Buyer desire/s (with prior written approval/consent of the Developer) to carry out the tiling, painting or replacement of fixtures and fittings on its own other than the specifications agreed herein, no request of reimbursement of expenses towards the same or any deduction in the Cost of the Property shall be considered by the Developer.
- 15.29 The Buyer understands and agrees that in the event of paucity or non-availability of any material and/or brand the Developer may use alternative materials/ article and/or equivalent brand, but of similar good quality. Natural stones, marbles, tiles susceptible to staining and variations in shade and pattern. The Developer shall not be held liable in any manner whatsoever for the same.
- 15.30 The Buyer confirm that he/she/they have not relied upon the interiors depicted / illustrated in the sample flat or show flat and agree and understand that the same is shown only as a suggested layout without any obligation on the part of the Developer to provide the same. The Buyer further understands and acknowledges that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification for any unit and/or service and the Buyer has not relied on the same for purchase of the Unit.

**16. ADDITIONAL CONSTRUCTIONS:**

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Complex/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.

The Buyer agrees and understands that if the FAR is increased by the Competent Authority beyond the current applicable FAR, the Developer shall have the exclusive right and ownership on the additional FAR. The Developer shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings on the Project Land as per the approvals granted by the Competent Authority and as per Applicable Laws. The Buyer further agrees and confirms that any such additional construction shall be the sole property of the Developer, which the Developer shall be entitled to dispose of in any manner it chooses. The Buyer shall give its consent as required under the Applicable Law.

All FAR at any time available in respect of the Project or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Project/Complex as contemplated by the Developer is completed by the Developer.

**17. MORTGAGE OR CHARGE**

The Buyer acknowledges that the Complex and the receivables therefrom has been mortgaged in favour of HDFC BANK LIMITED for the purpose of raising finance. The Buyer hereby agrees and confirms that if the Developer so desires, it shall be entitled to create security on the unsold unit/s

along with undivided and impartible right in the Total Land and receivable therefrom by availing loans or financial assistance or credit facilities from Banks and/ or Financial Institutions, against securities thereof, save and except the Unit allotted herein. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation, in any form including by way of deposit of title deeds, save and except the Unit. The Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon. The Buyer hereby gives express consent to the Developer to raise such financial facilities against the unsold unit/s along with undivided and impartible right in the Total Land and mortgage the same with Banks and/ or Financial Institutions as aforesaid, save and except the Unit agreed to be transferred hereunder.

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

The Developer has assured the Buyers that the Project/Complex in its entirety is in accordance with the provisions of the Apartment Ownership Act or any other prevalent law.

**19. BINDING EFFECT**

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

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

**20. ENTIRE AGREEMENT:**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Complex/Project

shall equally be applicable to and enforceable against and by any subsequent buyer/s of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

**22. WAIVER NOT A LIMITATION TO ENFORCE:**

- 22.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Buyer in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Buyer that exercise of discretion by the Developer in the case of one Buyer shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Buyers.
- 22.2 The failure of any non-defaulting Party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of the non-defaulting Party. The Parties acknowledge that a waiver of any term or provision hereof can only be given by a written notice issued on that particular occasion by the non-defaulting Party to the Party in default.

**23. SEVERABILITY:**

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

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

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

**25. 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.

**26. PLACE OF EXECUTION**

The execution of this Agreement shall be completed only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Buyer, and after the Agreement is duly executed by the Buyer and the Developer or simultaneously with the execution the Agreement shall be registered at the office of the Sub—Registrar at Noida.

**27. NOTICES:**

That all notices to be served on the Buyer and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Buyer or the Developer by Registered Post at their respective addresses mentioned herein above.

It shall be the duty of the Buyer and the Developer 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 Developer or the Buyer, as the case may be.

**28. JOINT BUYERS**

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

**29. SAVINGS:**

Any application, agreement, or any other document signed by the Buyer, in respect of the Unit, as the case may be, prior to the execution and registration of this Agreement, as the case may be, shall not be construed to limit the rights and interests of the Buyer under the Agreement or under the Act or the Rules or the Regulations made thereunder.

**30. GOVERNINGLAW:**

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

**31. INDEMNITY**

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

**32. RIGHT TO TRANSFER BY THE DEVELOPER**

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

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

**33. DISPUTERESOLUTION:**

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 (i) the Parties

shall in the first instance, if permitted under relevant laws, have the option to settle through arbitration in accordance to the procedure laid down under the Relevant Laws. Costs of arbitration shall be shared equally by the parties. The award of the Arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be conducted in English only and be held at an appropriate location in New Delhi, (ii) or if not permitted under the prevalent law to adjudicate the dispute through arbitration, the said dispute shall be settled through the adjudicating officer appointed under the Act.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Buyer: (including joint buyers)

Please affix

photograph and sign

across the photograph

(1) Signature

Name

Address

(1) Signature

Name Please affix

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Developer:

(1) Signature (Authorized Signatory)

Name

Please affix

Address photograph and sign

across the photograph

At on in the presence of:

WITNESSES:

1. Signature

Name

Address

2. Signature

Name

Address

\* or such other certificate by whatever name called issued by the competent authority.

## **SCHEDULE I**

### **APPROVED PLAN OF THE PROJECT**





Sr. No.	List of approvals	Date
1.	<a href="#">Approval of Building Plans</a> from Noida	13.12.2012
2.	Fire Scheme Approval	30.11.2012
3.	Environment Clearance	07.10.2013
4.	<a href="#">NOC for height clearance</a> from Airport Authority of India	02.02.2015
5.	RERA Registration Number and all RERA details	Registration no. UPRERAPRJ1916 validity upto 30-06-2022

### SCHEDULE III

Details of the Unit	Unit No.	
Building Name / Number		
Carpet Area of the Unit <sup>1</sup> (in sq. mtr and sq. ft) *		
Exclusive Balcony / Verandah Area <sup>2</sup> (in sq. mtr and sq. ft) [if applicable]		
Exclusive Open Terrace Area <sup>3</sup> (in sq. mtr and sq. ft) [if applicable]		
Car Parking Space (if allocated)	Location	Number
Date of offer of Possession <sup>##</sup>		

\*Area measurement is approximate and subject to variation.

<sup>1</sup>"Carpet Area" means the net usable floor area of an 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 the Unit.

<sup>2</sup>"Exclusive Balcony / Verandah Area" means the area of the balcony or verandah (including the area of the wall of the balcony/verandah area), as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Buyer.

<sup>3</sup>"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 Buyer.

<sup>##</sup> Subject to terms and condition mentioned in this Agreement.

#### SCHEDULE IV

#### ***TOTAL SALE CONSIDERATION AND PAYMENT SCHEDULE***

**Total Sale Consideration Payable**

Particulars	Amount (in Rs.)
Total Basic Amount (A)	
Club Development Charges	
External Electrification Charges	
Fire Fighting Equipment Charges	
Power Backup Installation Cost	
Cost of Additional Car Parking Space ( if opted)	
Car Parking No.	
Other/Miscellaneous charges	
Total Other/Extra Charges (B)	
Total Sale Consideration Payable (A+B)	

**Maintenance related charges/security to be paid before possession of the Unit**

- Interest Free Maintenance Security (IFMS) @ Rs. 30 per sq. ft./p.m. of Carpet Area of Unit
- 12 Months indicative Advance Maintenance Charges@ Rs. .... per sq. ft./p.m. of Carpet Area of Unit \* alongwith 24 Post dated cheques/ACH (for month 13 to month 36). Please note that the above indicative maintenance charges has been derived on the basis of cost as on March, 2018. However, the final Maintenance charges shall be intimated at the time of offer of Possession of the Unit, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI) prevailing at that point of time. The above charges are excluding applicable taxes.
- In addition to above, Holding charges @ Rs 15/- per sq ft. per month of Carpet Area of Unit (if applicable).

**Lease Rent**

- The Developer has paid to NOIDA the Lease Premium and other payments in terms of the provisions of the Lease deed dated 09.05.2007 executed between NOIDA and the Company. The total estimated lease rent on the Unit would be Rs. 122/- per sq. ft. of carpet area of the Unit.
- However, if at any time NOIDA, pursuant to a court order or any reason whatsoever, demands an enhancement in the Lease Premium and/or under any other head, the Allottee/s agrees to pay the same in proportion of the super area of the Said Unit to the total carpet area of the Complex.

## Payment Schedule

☐ Construction Linked Payment Plan

☐ Special Payment Plan

☐ Subvention Payment Plan

PAYMENT PLAN			
Construction Linked Payment Plan (CLP)			
IN1 & IN2		IN3 & IN4	
At the time of Booking	10%	At the time of Booking	10%
With in 45 days of Booking	10%	With in 45 days of Booking	10%
With in 90 days of Booking	25%	With in 90 days of Booking	25%
On Completion of External Plaster	25%	On Completion of tower Brick Work	20%
On Completion of Internal flooring	25%	On Completion of External Plaster	20%
On offer of Possession	5%	On Completion of Internal flooring	10%
		On offer of Possession	5%
Subvention Payment Plan			
IN1 & IN2		IN3 & IN4	
At the time of Booking	10%	At the time of Booking	10%
With in 60 days of Booking	30%	With in 60 days of Booking	30%
On Completion of External Plaster	30%	On Completion of Structure	30%
On Completion of Internal flooring	20%	On Completion of External Plaster	20%
At the time of offer of Possession	10%	At the time of offer of Possession	10%

## **Eldeco Edge:**

PAYMENT PLAN			
Construction Linked Payment Plan		Subvention	
At the time of Booking	10%	At the time of Booking	10%
With in 45 days of Allotment	10%	Within 2 Months from the date of Booking	30%
With in 90 days of Allotment	20%	On Completion of structure	25%
On Completion of structure	20%	On Completion of External Plaster	25%
On Completion of Brick work	20%	On offer of Possession	10%
On Completion of Internal Flooring	10%		
On Completion of External Plaster	5%		
On offer of Possession	5%		

<b>Payment Schedule</b>	
<b>Initial token amount / Application Money</b>	
<b>Payments to be made in favour of</b>	Bank Account Name: Bank Name : Bank Account No. : IFSC code :
<b>Interest for delayed payments</b>	10% per annum
<b>Holding Charges of the Unit</b>	@ Rs 15/- per sq ft. per month of Carpet Area, if applicable

## **NOTE :**

- The maintenance charges herein are indicative and the final charges will be intimated in Offer Letter. Further, maintenance charges can be revised at any time in spite of payment of such charges in advance.
- Time bound payment shall be payable as per the aforesaid schedule without need of any demand letter and/ or reminder from the Developer

3. In the event the Buyer approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest @10% per annum from the date such amounts fall due till realization of payments by the Developer.
4. The amounts mentioned herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to service tax, VAT, TDS, GST and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Local body tax, lease rentals, external development charges, infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the Unit/Project and/or the transaction contemplated herein and/or in respect of the Total Sale Consideration and/or the other amounts shall be payable by the Buyer. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Developer shall be binding on the Buyer.
5. The Buyer shall pay all charges and expenses including but not limited to professional costs of the Attorney-at-Law/Advocates of the Developer, with respect to formation of Association/Apex Association's membership fees/ Share Money (as the case may be), Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of Sub-lease deed etc.
6. In addition to above, stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Company for the execution and registration of the Agreement and Sub-lease Deed of the Unit to Allottee/s and Sub-lease Deed of the common areas to Association and Apex Association (as the case may be), shall be payable by the Buyer.
7. The Buyer shall pay interest/ penalty/ loss that may be incurred by the Developer on account of the Buyer failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
8. The amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demand by statutory authorities and/ or otherwise, such shortfall shall be paid by the Buyer.

**SCHEDULE V**  
**SPECIFICATIONS FOR THE UNIT\***

<b>Finishes</b>	
External Wall Finish	Texture paint (Asian, Nerolac, Acro, Unitile or equivalent)
Internal Wall Finish	Oil Bound Distemper (OBD) on walls and ceiling
Internal plaster	Cement plaster /Gypsum plaster on Walls& Ceiling
Bedroom and Living Room Flooring	Vitrified tiles
Internal doors	Hard wood door frame with flush shutter in teak finish/ paint /skin or Skin Moulded doors in enamel Paint
External doors/windows	Powder Coated/Anodized Aluminum/UPVC with glazing.
Hardware	Handles and fittings (Ipsa, Door G or equivalent)
Electrical	modular switches and sockets, copper wiring. ( Fittings like fans, geysers, ACs, light fixtures, appliances etc. not provided ) Brands: ABB, Anchor, Philips or equivalent
<b>Kitchen</b>	
Walls	2 feet dado in Ceramic tiles above counter and rest Oil Bound Distemper (OBD)
Flooring	Ceramic/Vitrified tiles
Counter	Granite or equivalent counter without woodwork
Fittings and Fixtures	C.P. Fittings (Cera, Jaguar, Rybo or equivalent), Single bowl sink with drain board of stainless steel (Imagine, Lotus, Amro or equivalent)
<b>Toilet</b>	
Walls	Ceramic tiles up to 7 feet
Flooring	Ceramic tiles
Ceiling	False ceiling
Fittings & Fixtures	C.P. Fittings (Cera/Jaguar or equivalent ), English type WC and wash basin in white shade (Cera/Jaguar/Vermora/Somany/ Hindustan or equivalent)
<b>Balcony/verandah</b>	
Flooring	Ceramic tiles
Ceiling and Walls	Texture/External paint
Railing	M S Railing
<b>Common Staircase &amp;Corridor</b>	
Corridors/ Lobby – flooring	Tiles/ Kota Stone

Corridors/ Lobby/ Ceiling& Walls	Oil Bound Distemper (OBD)
Main & Fire Staircase	Tiles/ Kota Stone
Railing	M S Railing
<b>Structure</b>	
Structure	RCC frame structure

Tiles are susceptible to staining and variations in shade. Whereas all efforts shall be made during laying of tiles, to minimize, perceptible shade variations, the Developer, shall not be held liable in any manner whatsoever, for the same.

*\*For technical reasons or unavailability, equivalent materials may be used in place of the materials specified above.*