

## AGREEMENT FOR SALE / SUB-LEASE

This Agreement for Sale/Sub-Lease (“Agreement”) executed on this day of ..... 2023.

### BY AND BETWEEN

**M/S JAM VISION TECH PRIVATE LIMITED** CIN No. [\_\_\_\_], a company incorporated under the provisions of the Companies Act, 1956/2013, having its registered office at [\_\_\_\_] by its authorized signatory [\_\_\_\_] (AadharNo. [\_\_\_\_]) authorized vide Board Resolution Dated [\_\_\_\_] (hereinafter referred to as the “**Promoter**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns).

AND

[If the Allottee is a company]

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

OR

[If the Allottee is a partnership]

[\_\_\_\_], a partnership firm registered under the Indian Partnership Act, 1932, having its principal office of business at [\_\_\_\_], (PAN [\_\_\_\_]), represented by its authorized partner, [\_\_\_\_], (Aadhar No. [\_\_\_\_]) duly authorized vide board resolution dated [\_\_\_\_] (hereinafter referred to as the “Allottee”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns).

OR

[If the Allottee is an individual]

Mr/Ms. [\_\_\_\_], (Aadhar No. [\_\_\_\_]) son/daughter of [\_\_\_\_], aged about [\_\_\_\_], residing at [\_\_\_\_], PAN No. [\_\_\_\_], (hereinafter referred to as the “Allottee”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns).

### IN RESPECT OF:

Unit bearing No.

Having Approx

Approx

Approx

on \_\_\_\_\_ Floor in Block/ Tower / Building No. -----, along with [\_\_\_\_] Covered Parking,

**Sq. Mtr.**

**Sq. Mtr.**

**Sq. Mtr.**

**Sq. ft. of Super Area**

**Sq. ft. of Carpet Area**

**Sq. ft. of Built-Up Area**

(Hereinafter referred to as the Unit and more particularly described in **Schedule-A** and the Floor Plan of the Unit is annexed hereto and marked as **Schedule - B**), situated in the Project “[\_\_\_\_]” at Plot No. A-107, Sector – 153, Noida, Gautam Buddh Nagar, Uttar Pradesh admeasuring an area of 20,000 Square Meters.

For [\_\_\_\_]

**Main Allottee**

**Co- Allottee**

**Authorized Signatory**

## **DEFINITIONS:**

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

- (a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- (b) **“Agreement”** means **this Agreement** for Sale / Sub-lease including its schedules, exhibits, annexures, recitals and terms and conditions for the allotment / sale / sub-lease of Unit in the Project and any amendments from time to time as may be mutually agreed and executed by and between the Parties hereto, in writing.
- (c) **“Unit”** means the IT/ITES Space/Shop/Office allotted to the Allottee in the Project.
- (d) **“Apartment Act”** means the Uttar Pradesh Apartment (Promotion of Construction in one particular Ownership and Maintenance) Act, 2010 and rules made there under and any amendment thereafter.
- (e) **“Authority”** means the Uttar Pradesh Real Estate Regulatory Authority.
- (f) **“Association”** means the association of unit / flat owners of the Project formed by the Promoter under relevant provisions of the Apartment Act.
- (g) **“Booking Amount”** means an amount equivalent to 10% (Ten percent) of the Total Price payable by the Allottee for the Unit.
- (h) **“Building”** shall have the meaning as ascribed to it in Recital hereof.
- (i) **“Built Up Area”** shall mean the total polyline (p.Line) area measured on the outer line of the unit including balconies and/or terrace with or without roof. The outer walls which are shared with another unit shall be computed at 50% and remaining outer walls are computed at 100%.
- (j) **“Carpet Area”** shall have the meaning as ascribed to it in the Act and/or Rules framed thereunder.
- (k) **“Common Areas”** means the areas of the Project whose ownership shall be jointly enjoyed by all the Allottees of the Project and the calculation of undivided proportionate share in such Common Areas shall be subject to the terms of this Agreement and the declaration submitted before the concerned Authority. For the purpose of calculation of Common Areas for an Allottee, the following shall be included:
  - the entire land for the Project;
  - the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of building of the Project;
  - the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
  - the premises for the lodging of persons employed for the management of the Project including accommodation for watch and ward staffs or for the lodging of community service personnel;
  - installations of central services such as electricity (including electricity sub-station), gas, water (including underground tank) and sanitation (including sewage treatment plant), air-conditioning and incinerating, system for water conservation and renewable energy (including rain water harvesting system);
  - the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
  - all community facilities in the Project;
  - all other portion of the Project necessary or convenient for its maintenance, safety etc. and in common use;
- (l) **“Force Majeure”** shall mean any event or combination of events or circumstances beyond the control of the Promoter which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Promoter’s ability to perform obligations under this Agreement, which shall include but not be limited to:
  - Acts of God i.e., landslide, fire drought, flood, earthquake, epidemics, natural disasters, etc.;

For [\_\_\_\_\_]

**Main Allottee**

**Co- Allottee**

**Authorized Signatory**

- War and hostilities of war, flood, drought, fire, cyclone, storm, earthquake or any other calamity caused by nature affecting the regular development of the Project, Explosions or accidents, air crashes, civil commotion, riot, crowd disorder, labor unrest, invasion and terrorism;
- Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other competent authority or any Court, or Tribunal or any quasi-judicial body or authority;
- The promulgation of or amendment in any law, regulations rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Promoters from complying with any or all the terms and conditions as agreed in **this Agreement** including issuance of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or otherwise or for any reason beyond the control of the Promoters whereby the work of construction is stayed or stalled;
- Any change in applicable laws adversely affecting the development of the Building / the said Project;
- Other cause beyond the reasonable control of the Promoter or its agent or not directly attributable to any willful act or omission of the Promoter and or any other unforeseen circumstances which may prevent, restrict, interrupt or interfere with or delay the construction of the Project including the said Unit.

- (m) **“Government”** means the Government of Uttar Pradesh.
- (n) **“Interest”** shall have the meaning as ascribed to it in Para 1.6.
- (o) **“Maintenance Agreement”** means the Agreement to be executed between the Maintenance Agency or Promoter and the Allottee/Association/Association of Allottees for maintenance of the Common Areas and facilities in the Project there in by the Maintenance Agency, as per format prescribed by the Promoter/Maintenance Agency.
- (p) **“Maintenance Agency”** shall have the meaning as ascribed to in the Para 11 hereof
- (q) **“Maintenance Charges”** shall mean the charges payable by Allottee to the Maintenance Agency (in accordance with the demand raised by the Maintenance Agency) for the maintenance and upkeep of the Common Areas and facilities, but does not include;
  - (i) The charges for actual consumption of utilities in the said Unit including but not limited to electricity, water, gas, telephone etc., which shall be charged on the basis of actual consumption on monthly basis or such other periods as may be specified by the Maintenance Agency; and
  - (ii) Any statutory payments, taxes etc., with regard to the said Unit / said Building / said Project.
- (r) **“Para”** means a Para of this Agreement.
- (s) **“Party”** unless repugnant to the context, means a signatory to this Agreement and “Parties” unless repugnant to the context, means a collective reference to all the signatories to this Agreement.
- (t) **“Person”** includes any individual, sole proprietorship, partnership firm, unincorporated association, unincorporated syndicate, unincorporated organization, trust, HUF, body corporate, company (private / public limited / listed / unlisted), society and natural person(s) in his capacity as trustee, executor, administrator or other legal representative.
- (u) **“Project”** means the Project known as “[\_\_\_\_\_]” over land admeasuring [\_\_\_\_\_] Sq. Mtrs, earmarked for different kind of developments comprising of IT/ITES Space/Shop/Office for Allottee(s) of the Project;
- (v) **“Payment Plan”** as ascribed to in **Schedule C**
- (w) **“Rules”** means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time;

For [\_\_\_\_\_]

**Main Allottee**

**Co- Allottee**

**Authorized Signatory**

- (x) **“Reserved Car Parking Space(s)”** means car parking space(s) reserved for the Allottee for car parking as set out in Para 1.15 of **this Agreement** ;
- (y) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (z) **“Said Land”** means the land as defined in Recital;
- (aa) **“Section”** means a section of the Act;
- (bb) **“Super Area** is (i) the entire area of the said unit enclosed by its periphery walls, including half of the area under common walls between two flats, and full area of walls in other case/adjoining areas; area under columns, cupboards, window projections and balconies; and (ii) proportionate share of common areas, including but not limited to lobbies, staircase, circulating areas, lifts, shafts, passage, corridors, stilts, lift machine room, area for water supply, arrangement, maintenance, office, security/fire control rooms etc.
- (cc) The above definition is only for commercial reasons and the same would not be questioned in future by the Allottee(s). The sale price is payable on the basis of Carpet Area only.
- (ff) **“State”** means the state of Uttar Pradesh.
- (gg) **“Total Price”** shall have the meaning as ascribed to it in Para 1.2.

**WHEREAS:**

- A. The Promoter is the absolute and lawful lessee of land totally admeasuring 20,000 square meters (the **“Said Land”**) situated at Plot No. A-107, Sector 153, Noida, Gautam Buddh Nagar, Uttar Pradesh vide Lease deed dated 01.06.2022 registered in the Office of Sub-Registrar Gautam Buddh Nagar in Book No. 1, Volume No. 12837 at pages 261 to 300 as document no. 4251 on dated 03.06.2022;
- B. The Said Land is earmarked for the purpose of building, developing and constructing a IT/IT Enabled Services Project comprising of units to be used for IT/ITES servcies and the said Project shall be known as ‘[\_\_\_\_\_]’ (**“Project”**);
- C. The Said Land over which Project is being developed entitles development and construction of IT/ITES Space/Shop/Office of various sizes and areas that are spread over [\_\_\_\_\_] number of towers/blocks namely [\_\_\_\_\_], along with various Common Areas.
- D. The Promoter has obtained the layout plan, sanction plan, specifications and all necessary approvals for the Project and also for the Unit from New Okhla Industrial Development Authority, a body corporate constituted under Section 3 read with 2(d) of the Uttar Pradesh Industrial Area Development, 1976 (UP Act No. 6 of 1976) (hereinafter referred to as **“NOIDA”**).
- E. The Buyer /Allottee of the Unit herein, after having demanded, seen and examining all the necessary documents and deeds, including Lease Deed, Letter of Possession of the Plot, approved sanction plans, has fully acquainted and satisfied himself/itself with the title of the Promoter over the said plot, tentative building plans, and other relevant documents, and as to their lawful right to construct the said IT/ITES Project thereon, and further to sell the Units to be constructed on the said plot, and having fully understood all limitations and obligations of the Promoter, has applied to the Promoter to purchase of a IT/ITES Space/Shop/Office in the Project and the Promoter has agreed to allot/sell the same to the Buyer / Allottee on the terms mutually agreed and as recorded hereinafter;
- F. The Buyer / Allottee hereby confirms that he/she/they have understood that the whole Project including the tower in which the above Unit in located, common areas, amenities, club and other services will be developed and handed over along with, common areas, amenities and facilities proposed to be developed in the Project as more clearly described and depicted in the layout plan as sanctioned / approved by the NOIDA Authority.
- G. The Allottee has also understood that the construction, structures, facilities and amenities and their earmarked uses as may be modified / amended by the promoter in accordance with the approvals received / to be received from NOIDA and other competent authorities, at any stage, as per the applicable laws, to which the Allottee

For [\_\_\_\_\_]

**Main Allottee**

**Co- Allottee**

**Authorized Signatory**

shall have no objection (subject to applicable statutory provisions) and such changes / modifications shall be binding on both the parties.

H. The Buyer / Allottee acknowledges that the Promoter shall be within its sole discretion and authority to carry out further construction / expansion in the left out area in accordance with the sanction plans. The Promoter agrees and undertakes that it shall not make any changes to the approved plans except in strict compliance with section 14 of the Act and other laws as applicable. The drawings and the plans of the Project have been displayed at the site office of the Project and on the official website of the Promoter and also the website of UPRERA Authority.

I. The Parties have gone through all the terms and conditions set-out in this Agreement and understood the mutual rights and obligations detailed herein.

J. The Parties hereby confirm that they are executing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable in the State of UP and related to the Project.

K. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority (UPRERA) vide Registration No. [ ] dated [ ].

L. In accordance with the terms and conditions set-out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell /sub-lease and the Allottee hereby agrees to purchase the Unit, the particulars of which have been set-out here under.

M. Unit bearing No. .... having approx ..... sq.mtr (.....sq. ft.) of Carpet Area on .....Floor in Block/ Tower / ..... along with [ ] Covered Parking (hereinafter referred to as the “Unit” and more particularly described in **Schedule-A** and the Floor Plan of the Unit is annexed hereto and marked as **Schedule - B**) situated in the complex, namely “[ ]” to be constructed / under construction by the Promoter on the Plot No. A-107, Sector -153, Noida, Gautam Buddh Nagar, Uttar Pradesh admeasuring an area of 20,000 Square Meters.

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

1.	<b>TERMS:</b> <b>Description of the Unit</b> a) Subject to the terms and conditions as detailed in this Agreement, the Promoter agree to sell to the Allottee and the Allottee hereby agrees to purchase the Unit as specified in Para 1.2. Both the parties confirm that they have read and understood the provisions of Section-14 of the Act. A brief description of the Unit is attached as <b>Schedule A</b> and floor plan as <b>Schedule B</b> .  b) The Promoter has allotted the Unit as above mentioned at the Total Price (“ <b>Total Price</b> ”) based on the Carpet Area, as per details below, and payable as per the agreed payment plan.  c) That the said Project shall always be known as “[ ]” or such other name as may be decided by the Promoter and the name of the Project shall never be changed by the Allottee /association of allottees or anybody else.								
1.2	The Total price for the Unit based on the carpet area is <b>Rs. ..../-</b> (Rupees..... .....Only) (“ <b>Total Price</b> ”) <table border="1"><tr><td>Block /Building /Tower</td><td></td></tr><tr><td>Apartment no/ unit no</td><td></td></tr><tr><td>Type</td><td></td></tr><tr><td>Floor</td><td></td></tr></table>	Block /Building /Tower		Apartment no/ unit no		Type		Floor	
Block /Building /Tower									
Apartment no/ unit no									
Type									
Floor									

For [ ]

**Main Allottee**

**Co- Allottee**

**Authorized Signatory**

	Carpet Area	Sq.Mtr	Sq Ft (Rounded off)	
	Built Up Area (Including Wall Area)	Sq.Mtr	Sq Ft (Rounded off)	
	Super Area	Sq.Mtr	Sq.Ft	
	Basic cost @ Rs. ..../- per Sq. ft. of carpet Area (Or Rs. ..../- per Sq.ft. of Super Area)	Rs.		
	PLC's If any	Rs.		
	Power Backup (Upto 5 KVA)	Inclusive in BSP		
	Total Cost excluding GST	Rs.		
	GST	As Applicable		
	Interest Free Maintenance Security (IFMS)	Rs.		
	Maintenance Charges (MC) for 1(one) year	Inclusive in BSP		
	One Time Lease Rent (OTLR)	To be intimated at time of Offer of Possession*		

**Note: \*IFMS & OTLR are payable at the time of Offer of Possession**

**Explanation:**

(i)	The Total Price above includes the booking amount paid by the Allottee / Buyers to the Promoter towards the Unit;
(ii)	<p>The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of <u>GST</u> and <u>other taxes</u> which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of offer of handing over of the possession of the unit to the Allottee, after obtaining the occupancy certificate / part occupancy certificate, as may be applicable, for the building:</p> <p>Provided that in case there is any change/modification in, or the imposition of new taxes, charges, fees, levies etc., the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification. But if the promoter has not charged GST from the Allottee or has allowed a rebate / discount on account of GST or the same has been accounted for in price calculation, then the decrease, if any, in GST will be first adjusted against such rebate/discount and any surplus still available after such adjustment, shall be passed back to the Allottee:</p> <p>Provided further that if there is any increase in the taxes, charges, fees, levies etc., after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, for period post the scheduled date of completion, the same shall not be charged from the Allottee save and except in case of delay in completion due to Force Majeure conditions;</p>
(iii)	The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes, charges, fees, levies etc., paid or demanded alongwith the acts/rules/notifications together with dates from which such taxes, charges, fees, levies etc. have been imposed or become effective;
(iv)	The Total Price of Unit includes recovery of price of land, construction of not only the Unit but also the Common Areas, internal development charges, taxes, lift, waterline and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the Common Areas and

For [\_\_\_\_\_]

**Main Allottee**

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	<p>includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the development in the Project;</p>
1.3	<p>(i) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of increase in carpet area, Development fee/charges (including EDC and IDC), increase in premium payable to NOIDA Authority on account of land premium, farmers compensation, labour cess or on any other account, increase in taxes and any other costs, charges, levies, fee etc. payable to the competent authority, any other fresh / new taxes, charges, levies, fees etc., which may be levied or imposed by the competent authority from time to time and any additional amounts payable by the Allottee in terms of this Agreement.</p> <p>(ii) The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development fee, cost/charges, taxes, security deposits, levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee and the demand made by the promoter on the Allottee on proportionate basis with regard to development charges, costs, charges, taxes, fees, levies etc. shall be final and binding on the Allottee;</p> <p>Provided that if there is any new imposition or increase of any development fee after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, for the period post the scheduled date of completion, the same shall not be charged from the Allottee, save and except in case of delay in completion due to Force Majeure conditions.</p> <p>(iii) The Allottee agrees that in case after the date of offer of possession of the said Unit has been made by the Promoter to the Allottee, any and all levies, charges, taxes, fees, duties house tax, water tax, sewerage tax, electricity charges, municipal tax, wealth tax, service tax or any other taxes or charges, of any nature whatsoever, in respect of the Unit, demanded by the competent authority, whether with retrospective effect or prospective effect, shall be paid by the Allottee on demand to the authority, without any recourse to / liability on the Promoter, as the same is not included in the Total Price as per Para 1.2 (iv) above. However, in the event if the Promoter is required to make payment of such levies, charges, taxes, fees, house/property tax, duties etc., to the competent authorities, then the Allottee shall be liable to reimburse the same on proportionate basis (along with Interest) as per demand raised by the Promoter.</p> <p>(iv) The Allottee agrees that if the development charges, taxes, cost, charges, fees, levies, etc. or any increase thereof is not paid by the Allottee, then the non- payment of such cost, charges, fees, levies etc., shall be treated as unpaid consideration as per this Agreement and the Promoter shall be entitled to receive / recover the same with interest, penalty and/or to cancel the allotment and terminate this Agreement.</p> <p>(v) It is also clearly understood by the Allottee that if the appropriate government / competent authority imposes, or raises any demand for, any development charge, tax, cost, charge, fee, levies, etc. after the execution of sub-lease deed in favour of the Allottee then notwithstanding anything contrary contained herein and the assertions made in the sub-lease deed, then the Allottee shall be liable to pay the same on proportionate basis, and any unpaid development charge, tax, cost, charge, fee, levy, etc. shall be deemed to be the unpaid sale price of the Unit and the Promoter shall have the first charge/lien on the said Unit for recovery of such charges.</p> <p>(vi) The Allottee has understood and agreed to pay any amount demanded / charged by the Promoter on account of any compensation charged/demanded by NOIDA Authority or any other land acquiring / allotment authority on account of any compensation paid / payable by such authority, by whatever name called, to farmers / erstwhile land owners whether before possession or after possession/ execution of sub-lease deed and / or on account of increase in land premium. The amount so demanded / charged by the Promoter from the Allottee shall be deemed to be the unpaid sale price of the Unit and the Promoter shall have the first charge/lien on the said Unit for recovery of such charges.</p>

For [\_\_\_\_\_]

**Main Allottee**

**Co- Allottee**

**Authorized Signatory**

	<p>(vii) The Allottee also agrees that if any provision of the existing and future laws, guidelines, directions etc. of any government authority or the competent authorities, court, tribunal etc., made applicable to the said Unit / Project, requires provision of new / additional facilities / equipment / devices or their up-gradation etc. including but not limited to providing additional fire safety measures etc., and / or increase in any type of securities to be paid by the Promoter / Allottee to the competent authorities, increase in deposits and charges and increase therefor for supply of electrical energy and any other additional charges which may be levied or imposed by any competent authority, court, tribunal etc. from time to time, then the cost of such additional devices, equipment, facilities or up-gradation, security, deposit, charges etc. shall also be borne and paid by the Allottee on proportionate basis, as and when demanded by the Promoter.</p> <p>(viii) The Allottee also agrees that the Promoter may modify, delete, improve any specification and/or facilities as mentioned in <b>this Agreement</b> due to technical reasons or in terms of prevailing law or for any other reasons beyond the control of the Promoter, provided the Promoter will provide specifications and/or facilities of equivalent standard / quality. The Allottee agrees that in case the specifications and/or facilities provided by the Promoter is of equivalent/superior quality / standard, then the Allottee undertakes to make payment in respect of the same on proportionate basis, as and when demanded by the Promoter.</p>
<b>1.4</b>	<p>(i) The Allottee(s) shall make the payment as per the payment plan set out in <b>Schedule C</b> (the “<b>Payment Plan</b>”).</p> <p>(ii) The Parties agree and confirm that it shall be the sole discretion/ right/ decision of the Promoter to accept/ deny any early payments towards the Total Price or to grant any rebate/credit in case of early payments.</p>
<b>1.5</b>	<p>It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans and, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in <b>Schedule D</b> and <b>Schedule E</b> in respect of the unit or building or the Project without the previous written consent of the Allottee(s) as per the provisions of the Act or as per approvals / instructions / guidelines of the competent authorities.</p> <p>Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act or as per approvals / instructions / guidelines of the competent authorities.</p>
<b>1.6</b>	<p>(i) The Promoter shall confirm to the Allottee, the final carpet area that has been allotted to the Allottee after the construction of the Unit is complete and the completion /occupancy / part occupancy certificate (as applicable) for the Unit/Project is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area of the unit shall be recalculated upon confirmation by the Promoter.</p> <p>(ii) If there is any reduction in the carpet area of the Unit, then the Promoter shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India plus 1% per annum, unless provided otherwise under the Rules (<b>‘Interest’</b>) from the date when such excess amount was paid by the Allottee.</p> <p>(iii) If there is any increase in the carpet area of the unit, which is not more than 3% (three percent) of the carpet area of the Unit allotted to Allottee, the Promoter can demand such amount from the Allottee as per the next milestone of the Payment Plan (<b>Schedule C</b>).</p> <p>(iv) All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in <b>Para 1.2</b> of this Agreement.</p>
<b>1.7</b>	Subject to Para 9.3, the Promoter agrees and acknowledges that the Allottee shall, upon execution of the Sub-Lease Deed, have the right to the Unit as mentioned below:
<b>(i)</b>	The Allottee shall have exclusive ownership of the Unit;

For [\_\_\_\_\_]

**Main Allottee**

**Co- Allottee**

**Authorized Signatory**

(ii)	<p>The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. The use of Common Areas and Facilities by the Allottee shall be subject to timely payment of the maintenance charges and further the compliance of applicable rules and regulations and upon terms and conditions mentioned in the maintenance Agreement and as prescribed by the Promoter or Association of Owners of the building / tower or association of owners of Project from time to time. It is clarified that the Promoter shall hand over the Common Areas to the association of the Allottees after duly obtaining the completion / occupancy certificate from the competent authority as provided in the Act;</p>
(iii)	<p>That the computation of the Total Price of the Unit includes recovery of price of land, construction of not only the Unit but also the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electricity connection to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the Common Areas and includes cost for providing/developing/constructing all other facilities, amenities and specifications to be provided within the Unit in the Project as more clearly detailed in <b>Schedule D</b> and <b>Schedule E</b> attached hereto.</p>
(iv)	<p>The Allottee has the right to visit the Project site once in 3 (three) months to assess the extent of development of the Project and his unit subject to the following:</p> <ol style="list-style-type: none"> <li data-bbox="303 804 1448 864">The Allottee shall seek prior written appointment from the Promoter regarding the site visit and shall comply with the necessary rules / procedure laid for such visits;</li> <li data-bbox="303 878 1448 990">The Promoter / Construction Contractor / Site in-charge shall not be responsible or liable for any loss, damage, injury, accidental death etc., suffered by the Allottee / its authorized representative; during such site visits unless the same is caused due to gross negligence and wilful misconduct of the Promoter /Construction Contractor / Site in-charge.</li> </ol>
1.9	<p>It is made clear by the Promoter and the Allottee agrees that the Unit alongwith reserved car parking space (s), whether covered or otherwise, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained real estate project covering the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.</p>
1.10	<p>The Promoter agrees to pay all outgoings before transferring the physical possession of the unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, including mortgage loan taken by promoter, if any, and interest on mortgages or other encumbrances and such other liabilities payable to competent Authorities, banks and financial institutions), which are related to the Project. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.</p>
1.11	<p>The Allottee has paid a sum of <b>Rs. ..../- (Rupees.....Only)</b> towards booking amount being part payment towards the Total Price of the Unit at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan [<b>Schedule C</b>] as may be demanded by the Promoter within the time and in the manner specified therein:</p> <p>Provided that if the Allottee delays in payment towards any amount which is payable by him under this Agreement, he shall be liable to pay interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India plus 1% per annum, unless provided otherwise under the Rules.</p>

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**Main Allottee**

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<b>1.12</b>	<p>Exclusions from the scope of this Agreement:</p> <ul style="list-style-type: none"> <li>(iii) The Allottee acknowledges and agrees that he/she/it shall not have any right to interfere in / obstruct / hamper (i) the operation and management of, shops, commercial premises / buildings, Worship Place, stores, etc. in the Project, and / or (ii) in creation of rights by Promoter in favour of any third party / Person by way of booking, allotment, sale, transfer, lease, collaboration, joint venture etc. in respect of above or any other mode including transfer to Government, any other authority, body, any person, entity, institutions, trusts or any local bodies, which the Promoter may deem fit proper.</li> <li>(iv) The Allottee shall have no right to object to the location of the areas, facilities, and amenities mentioned in Para / clauses above as may be decided by the Promoter and approved by the competent authority and shall not have any right, title or interest in any form or manner in the land earmarked for the same..</li> <li>(v) It is made clear by the Promoter and agreed by the Allottee, that the Promoter is responsible only to undertake the developments within the boundaries/periphery of the Project and shall not be liable for any developments/progress outside the boundaries of the Project. It is also clarified that all land(s) earmarked by the Promoter in the lay out plan as public roads, public streets (falling outside the periphery /Boundary of the Project) are for use by general public and are clearly outside the scope of this Agreement, and the Allottee shall have no right of any nature whatsoever in such lands.</li> </ul>
<b>1.13</b>	<p>The Allottee acknowledges and confirms that the Promoter has readily provided requisite information and documents to the Allottee for clarifying that the Project consists of construction of various buildings /towers, and that several community facilities and amenities shall also be developed as part of project. The facilities and amenities, which would be developed with the construction of subsequent buildings/towers will be available for use to the Allottee (along with other allottees/occupants of the Project) only after completion of the respective Building/towers/Project. The use of Common Areas and other facilities and amenities in the Project shall be subject to the terms and conditions of this Agreement and other policies, guidelines, rule and regulation etc., framed by the Promoter/Maintenance Agency/Association of Allottees, from time to time, in this regard, and payment of Maintenance Charges, fees, etc.</p>
<b>1.14</b>	<p>The Allottee acknowledges and agrees that common areas, facilities, amenities in the Project will be developed by the Promoter, at its discretion, as per applicable laws and permissions.</p>
<b>1.15</b>	<p><b>RESERVED CAR PARKING SPACE:</b></p> <ul style="list-style-type: none"> <li>(i) The Allottee shall have right of usage in respect of Reserved Car Parking Space(s). The location of the Reserved Car Parking Space(s) shall be identified and allocated by the Promoter at the time of handover of possession of Unit to the Allottee, subject to statutory rules and regulations.</li> <li>(ii) The Reserved Car Parking Space(s) forming a part of the Unit is bundled with and deemed to be part and parcel of the said Unit and the same shall not be independent or detached from the said Unit. The Allottee undertakes not to sell / transfer / deal with or part with possession of the reserved parking space independent of the said Unit and further undertakes that he shall not modify or make any changes or cover the Reserved Car Parking Space(s) or divert the usage of the said Reserved Car Parking Space(s) in any manner whatsoever at any point of time. The Allottee undertakes to park his vehicle in the Reserved Car Parking Space(s) and not anywhere else in the Project Area. The Allottee agrees and confirms that in the event of cancellation or resumption of the said Unit under any of the provisions of this Agreement, the Reserved Car Parking Space(s) along with additionally allotted parking space(s), if any, to him shall automatically be cancelled or resumed as the case may be. No separate proceedings for cancellation or resumption of Reserved Car Parking Space(s) shall be initiated or followed by the Promoter independently in respect of the said Unit in any manner whatsoever.</li> <li>(iii) The Allottee may apply for additional parking space(s) in addition to the Reserved Parking Space(s) and the same may be provided by the Promoter, subject to the availability of additional parking space(s), on the prevailing rates and the Allottee undertakes to pay charges for such additional parking space(s) as per demand raised by the Promoter. It is clarified that any such additional</li> </ul>

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	<p>parking space (s) also shall not be independent or detached from the said Unit, as clarified herein above.</p> <p>(iv) The Allottee(s) agrees that in case of any additional/unsold/unallotted parking space available with the Promoter as per the approved plan in the project complex; it shall be in the sole and exclusive discretion of the Promoter to deal with the same in any manner, including by way of allotment to any other allottee(s) by way of sale etc and the Allottee/ Association of Allottees shall not have any right in respect of such space nor shall raise he/she/they any objection to this right of the Promoter.</p> <p>(v) It is further clearly understood that Allottee shall have no right to use the car parking space other than the car parking allotted to him.</p> <p>(vi) The Promoter has explained and the Allottee has agreed that the specific area for the agreed car parking shall be decided at the time of giving of possession of the Unit to the Allottee(s) including by the way of mechanical parking and further that the Promoter shall have the sole right to decide the same in its exclusive discretion including the mode of allotment.</p> <p>(vii) It is further agreed that in case an Allottee(s) has been allocated additional parking space at additional cost, then such car parking space may be allotted in the discretion of the Promoter on back to back basis / mechanical parking and not by way of separate parking space for each car.</p> <p>(viii) That it is agreed and acknowledged by the Allottee(s) that to meet the requirement of additional car parking space in the event of additional construction / expansion undertaken in terms of the permission granted by NOIDA, for additional F.A.R; the Promoter may in its discretion, convert the existing car parking space in a manner to create additional space for car parking by and including and not limited to the use of mechanical parking technology; without however, disturbing the right of the buyer of the unit as to the allotted parking granted herein, to the Allottee herein.</p>
<b>1.16</b>	<p>The Allottee agrees and confirms that in the event allotment of the said Unit is cancelled, for any reason whatsoever, then the Promoter shall be entitled to re-book, allot, sell, lease, sub-lease, transfer, deal with and/or dispose of the said Unit, without any interference or objection from the Allottee or anyone claiming under him, irrespective of the fact that whether the Allottee has executed any cancellation deed and / or other cancellation documents or not, ; and the Allottee undertakes to provide requisite assistance and co-operation including signing of all document, Agreements, etc., as may be required by the Promoter in this regard.</p>
<b>2.</b>	<b>MODE OF PAYMENT:</b>
<b>2.1</b>	<p>Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan <b>Schedule C</b> through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '[_____]’ Account No. [_____] , [_____] Bank, [_____] payable at Delhi/Noida.</p>
<b>2.2</b>	<p>For all payments through A/c Payee cheque/demand draft/banker’s cheque, the date of clearance of such A/c Payee cheque/demand draft/bankers cheque shall be taken as the date of payment. For online payment, the date of intimation by the Allottee to the Promoter regarding debit from his bank account shall be credit taken as the date of payment, and credit for the payment made will be given on actual credit of the amount from the bank and credit for such payments will be given to the Allottee on the date of such intimation by the Allottee post actual credit of the amount in the bank account of the Promoter. In case of outstation cheque/demand draft or wire transfer, any charges including collection charges debited by bank, shall be borne by the Allottee and will be debited to the Allottee's account. Further, the Promoter is not and shall not be liable for any currency exchange rate given by the bank (in case of foreign remittance). Promoter will credit Allottee's account with the amount credited in Promoter's account.</p>
<b>2.3</b>	<p>All the payments to be made by the Allottee shall be subject to realization of Cheque/Demand draft etc. In case of dishonour of any Cheque/Demand draft due to any reason whatsoever, the same shall amount to non-payment and shall constitute a default under this Agreement. In such an eventuality, without prejudice</p>

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	<p>to the right and remedies available to the Promoter, the Promoter shall be entitled to and the Allottee shall be liable to pay the equivalent cheque amount along with the delayed interest and applicable bank charges to the Promoter. In case of first time of cheque being dishonoured, a sum of Rs.1000/- (Rupees One Thousand Only) would be debited to the Allottee account in addition to the bank charges. This is without prejudice to the right of the Promoter to terminate this Agreement as a breach on the part of the Allottee.</p> <p><b>2.4</b> The Allottee shall be issued a receipt by the Promoter against the delivery of every demand draft / cheque/online payment issued by the Allottee subject to the clearance of the payment. The receipt of the payment shall be issued by the Promoter in the name of the Allottee; irrespective of the fact that payment is being made by any other person or from any other account. The Promoter shall not be responsible to the Allottee(s) or towards any third party that might have made payments/remittances to the Promoter on behalf of the Allottee in respect of the Unit and the Allottee shall remain solely and absolutely responsible for ensuring and making all the payments due. Such third party shall not have any right whatsoever in the Unit even if such third party has made any payment. The Allottee shall remain solely, absolutely and directly responsible for any third party payment that the Promoter may receive against the said Unit. The Promoter is not privy to any understanding between the Allottee and the third party making payment on behalf of the Allottee and the Allottee shall be responsible for all compliances with Applicable Laws in this regard. Notwithstanding the source of any payment, the Promoter shall issue the payment receipts only in favour of the Allottee and notwithstanding any such arrangement, under all circumstances, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due even in the case of any bank, financial institution or company with whom a tripartite Agreement has been separately executed for financing any payment for the said Unit. Any delay, shortfall in or denial of any payment to the Promoter shall be to the risk and consequence of the Allottee in terms hereof. In addition, the Promoter shall not be liable, responsible or accountable to any bank/financial institution for the refund of any monies advanced on behalf of the Allottee and the responsibility of the Promoter under any such tripartite Agreement shall, subject to performance of the terms here of by the Allottee, be limited to facilitating the concerned bank/financial institution/ company to take the original executed sub-lease deed. The Allottee shall be responsible and liable for making all payments to the persons from whom he has borrowed the money and shall indemnify and keep the Promoter indemnified against all claims made against the Promoter or the Unit by such persons.</p> <p><b>2.5</b> The Allottee shall make the payment to the Promoter after deducting Tax Deduction at Source ("TDS") as may be applicable and at the rate specified by the concerned governmental body or appropriate authority from time to time. At present TDS of 1% of Total Price shall be paid by the Allottee as per the provision of Section 194 IA of the Income Tax Act. The Allottee shall issue a certificate of deduction of tax in the prescribed form to the Promoter within 15 (fifteen) days from the date of deduction of TDS. The amount shall be credited to the account of the Allottee on submission of proof of payment/deposition of "TDS on purchase of property" to the govt. account and TDS certificate in Form-16B. The payment/s made by the Allottee shall be deemed to be made after due compliance of all TDS, Service Tax/GST, VAT and/or any other taxes as may be applicable and the Promoter shall not be under any liability/obligation to ensure the compliance of the same by the Allottee.</p>
<p><b>3.</b></p> <p><b>3.1</b></p>	<p><b>COMPLIANCE OF LAWS RELATING TO REMITTANCES FROM ABROAD:</b></p> <p>The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee 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/it may be liable for any action under the Foreign Exchange Management Act, 1999 and / or other laws as applicable, as amended from time to time.</p>

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3.2	<p>The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party/Person making payment/remittances on behalf of any Allottee and such third party/Person shall not have any right in the application/allotment of the said unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.</p>
4.	<p><b>ADJUSTMENT/APPROPRIATION OF PAYMENTS:</b></p> <p>4.1 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/its under any head(s) of dues against lawful outstanding of the Allottee against the Unit, if any; in his/her/its name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.</p> <p>4.2 The Promoter will be entitled to adjust and appropriate the amount paid by the Allottee first, towards the interest on overdue payments and thereafter towards any overdue payments or any outstanding demand and finally, the balance, if any, shall be adjusted towards the principal amount of current dues for which the payment is tendered and the Allottee agrees to accept such appropriation which shall be binding up on him.</p>
5.	<p><b>TIME IS ESSENCE:</b></p> <p>5.1 The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration with the Authority and towards handing over the Unit to <b>The Allottee</b> and the Common Areas to the Association of the Allottees of the Building / Project or the competent authority, as the case maybe.</p> <p>5.2 Similarly, the Allottee agrees that the timely payment of installments of the Total Price and other charges / dues and meeting of its obligations by him / her / it, is the essence of this Agreement and that he/ she / it shall make the timely payments as obligated and agreed as per Payment Plan [<b>Schedule C</b>]. It is understood that any delay in payment of installment would hamper the development of the Unit/the Project.</p>
6.	<p><b>CONSTRUCTION OF THE PROJECT/UNIT:</b></p> <p>6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floorplan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the NOIDA Authority and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act or as per approvals/instructions/guide lines of the competent authorities, and breach of this term by the Promoter shall constitute a material breach of the Agreement.</p> <p>6.2 The Promoter is entitled to, including but not limited to, make amendments, variations and modifications to the sanctioned building plans, layout plans, Project specifications, the Common areas, utilize the balance/unutilized F.S.I./TDR, etc. as the Promoter may deem fit in compliance of the procedure prescribed under the Act. In addition to the aforementioned, it is expressly clarified herein that the Promoter is free to make such minor additions or alteration in the said Project and/or said Unit as it deems fit that may be necessary due to architectural and structural reasons.</p> <p>6.3 The Promoter will be entitled to use, utilize, consume or assign the available/ unutilized FSI or balance FSI if any or the additional FSI or any other advantage, benefit, profit, privilege or development potential which is now available or which may become available in respect of the said Project on account of relaxations, modifications or amendments to the building regulations or as a result of any special concession that may be granted by the concerned authority, by constructing additional units, tenements of any nature whatsoever in the Project or any part or portion of the Said Land and the construction of additional units, tenements etc. shall be governed by the provisions of the Act.</p>

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6.4	<p>For the purposes of construction of such additional tenements and to utilize such additional or further FSI or other benefits, etc., as aforesaid, the Promoter or their successors-in-title, assignees or nominees, subject to consent to the allottees, shall be authorized and entitled to enter upon the said Land and construct columns, beams, pillars and other external supports and that the Allottee/s will not raise any objection thereto.</p>
6.5	<p>Subject to the provisions of applicable law, the <b>Promoter</b> will be entitled exclusively to consume and appropriate any FSI that may be granted on account of any amenity open space, recreation ground, set back area or any reservations on the said Land and the Allottee/s consents to the same without any objection. The residue FSI of the said Land not consumed and/or additional FSI that may be granted including any additional FSI on account of set-back reservation or otherwise shall always be the property of the Promoter alone and the Promoter shall always be entitled to consume the same on the said Land in accordance with the applicable law. The Promoter shall alone be entitled to consume the entire development potential of the said Land.</p>
6.6	<p>Subject to provisions of the Act, the Allottee hereby expressly agree that all necessary facilities, assistance and co-operation will be rendered by the Allottee/s to the Promoter to enable the Promoter to make additions, alterations and/or to raise additional floor or floors or structures in accordance with the amended or modified plans as may be sanctioned by the competent authority. The Allottee/s as a member of the Association of Allottees, undertakes to accord consent to such said Association of Allottees to in turn grant to the Promoter full permission, facility, assistance and co-operation to enable the Promoter to enter upon the said Land and construct additional floors thereof, change the user thereof and also for the aforesaid purpose to shift the water tanks and other structures, etc., on upper floor(s) when so constructed (as may be applicable).</p>
6.7	<p>It is agreed between the Parties that the Promoter shall be entitled to develop the Said Land/ Project in a phase-wise manner as the Promoter may desire in terms of the sanctioned plans and specifications as may be revised or amended from time to time in accordance with the provisions of law.</p>
7.	<p><b>POSSESSION OF THE UNIT:</b></p> <p>7.1 Schedule for completion of the said Unit and offer of possession-</p> <ul style="list-style-type: none"> <li>(i) The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee and the Common Areas to the Association of Allottees of Project or the competent authority, as the case may be, is the essence of the Agreement. The Promoter will endeavour to complete Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on or before [_____], unless there is delay due to Force Majeure conditions affecting the regular development of the real estate project. Where the completion of the unit / building / project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoter shall accordingly be entitled to the extension of time for completion of the project and correspondingly delivery of possession of the Unit. Provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented.</li> <li>(ii) The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment with in one hundred and twenty (120) <b>days from that date</b> or such other extended period as maybe provided in the Rules, subject to execution and registration of cancellation deed and other documents as may be required by the Promoter for cancellation of <b>this Agreement</b>. The Promoter shall intimate the Allottees about such termination atleast thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights / claims etc. of any kind whatsoever against the Promoter and that the Promoter / shall be released and discharged from all its obligations and liabilities under this Agreement. The Allottee agrees that he / she / it / they shall not have or make any claim against the Promoter or other wise except for refund</li> </ul>

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	<p>of money paid by the Allottee. The Promoter will offer the possession as per procedure mentioned under Para 7.2</p> <p>(iii) The amenities like Road, Electricity, Sewer and Water supply shall be provided by the NOIDA Authority or other concerned authority upto the boundary of said Project. The Promoter will carry out all the above mentioned amenities within the boundary of the said Project i.e. internal development of the Project. The delay in providing the above said facilities on the part of the NOIDA Authority/Concerned Authority shall not be considered as the delay on part of the Promoter.</p>
7.2	<p><b><u>Procedure for taking Possession-</u></b></p> <p>(i) The Promoter, upon obtaining the completion certificate / occupancy certificate/part occupancy certificate (as applicable) of the Building from the competent authority, shall offer in writing the possession of the Unit vide a ‘Offer for Possession’ letter to be sent by the Promoter (“<b>Offer of Possession</b>”). The said Offer for Possession shall contain details about the pending amount (if any) to be remitted by the Allottee and other essential conditions to be fulfilled by the Allottee before handing over the possession in terms of this Agreement.</p> <p>(ii) The Allottee shall be required to complete their full and final payment towards the total price and clear all / any other pending dues, amounts, installments, charges, interest, etc. (as provided in the offer of possession); within the period stated in the Offer of Possession Letter.</p> <p>(iii) The Allottee after paying the remaining amounts will be required to purchase requisite stamp papers for execution of sale/sub-lease deed. The Allottee shall purchase the stamp papers and deposit the stamp papers along with the Legal fees with the Promoter with in a period of 60 days from the date of payment of pending instalments to the Promoter. Apart from that applicable registration fee will also be payable by the allottee at the time of registration of the sale/sub lease deed with the registrar. The Process of execution and registration of sale/sub-lease deed will be done on first come first serve basis. The physical possession of the said Unit will be handed over to the Allottee simultaneous to the execution and registration of the said sale/sub-lease deed of the said Unit in favour of the Allottee and execution of Maintenance Agreement and other requisite documents as may be required by the Promoter.</p> <p>(iv) The taking over of the possession by the Allottee shall be an acceptance by the Allottee that the Unit has been completed as per the agreed specifications and to the satisfaction of the Allottee, and the Allottee shall not have any claim or dispute against the Promoter or its nominee for any item of the work/specifications etc.</p> <p>(v) The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, and documentation on part of the Promoter. The Allottee agrees to pay the Maintenance Charges, or any other charges as determined by the Promoter/Association of Allottees or any other agency, as the case may be, from the date of offer of possession by the Promoter. The Promoter shall hand over the occupancy certificate / part occupancy certificate (as applicable) of the Unit, as the case may be, to the Allottee at the time of conveyance of the same.</p>
7.3	<p><b><u>Failure of Allottee to take Possession of Unit-</u></b></p> <p>(i) Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings, Maintenance Agreement, sale/Sub-lease deed and such other documentation as prescribed in this Agreement and by making payments of all dues, charges, Interest etc., as specified in this Agreement to the Promoter, and the Promoter shall give possession of the Unit to the Allottee.</p> <p>(ii) In case the Allottee fails to take possession with in the time provided in Para 7.2, then:</p> <p>a. Such Allottee shall be liable to pay to the Promoter holding charges at the rate of Rs. 2/- per month per sq.ft. of Carpet Area of the Unit for the period beyond the time specified in Offer of</p>

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	<p>Possessions as per clause no. 7.2 (ii) here in above, till actual date of possession in addition to Maintenance Charges as specified in terms of Para 7.2; subject however to sub-clause (iii) herein below;</p> <ul style="list-style-type: none"> <li>b. the failure of the Allottee to take possession of the Unit, shall be at the risk, cost and consequences of the Allottee and the mere holding of the Unit by the Promoter in such circumstance, shall not make the Promoter responsible / liable to the Allottee / anyone on that count;</li> <li>c. the Allottee shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the said Unit/said Building/ said Project.</li> </ul> <p>(iii) This holding/waiting period from the date of the offer of possession and till the date of possession taken by the Allottee, shall not exceed the period of 6 months and in the event of the Allottee failing to take possession within such time, shall entitle the Promoter to treat the allotment as cancelled at the instance of the Allottee and the consequences following the cancellation of the allotment as provided hereunder /in this Agreement shall follow and be binding on the allottee.</p>
7.4	<p><b><u>Possession by the Allottee</u></b></p>
7.5	<p>After obtaining the completion / occupancy/part occupancy certificate (as applicable) for the Building /Unit/Project, and handing over the physical possession of the Unit to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including those relating to the Common Areas, to the Association of Allottees of the building / project or the competent authority, as the case may be, as per the Applicable Law.</p>
7.6	<p><b><u>Cancellation by Allottee</u></b></p> <p>The Allottee shall have the right to cancel/withdraw his allotment of the Unit in the Project and where the Allottee so proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to cancel the allotment of the said Unit, terminate this Agreement in respect of the said Unit and forfeit the:</p> <ul style="list-style-type: none"> <li>(i) booking amount paid by the Allottee;</li> <li>(ii) interest liabilities on delayed payment payable by the Allottee;</li> <li>(iii) interest / costs paid by the Promoter in respect of brokerage paid / payable by the Promoter</li> </ul> <p>The Allottee agrees and confirms, that the Promoter shall refund the balance amount (payable by it under this Para) in the following manner:</p> <ul style="list-style-type: none"> <li>(i) 50% (fifty percent) of the balance amount within 45 (forty-five) days of such cancellation/withdrawal;</li> <li>(ii) 50% (fifty percent) of the balance amount upon re-allotment of the said Unit or at the end of one year from the date of cancellation/withdrawal by the Allottee, whichever is earlier.</li> </ul> <p><b><u>Compensation</u></b></p> <p>The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.</p> <p>Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 (i); or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest at the rate annual interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank</p>

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	<p>of India plus 1% including compensation in the manner as provided under the Act with in forty-five days of it becoming due:</p> <p>Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee, annual interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India plus 1% for every month of delay, till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee within forty-five days of its becoming due.</p> <p><b>7.7 Transfer/Change of Nominee</b></p> <ul style="list-style-type: none"> <li>(i) The Allottee shall not be entitled to transfer /assign his/her rights accrued under the present Agreement to any third party or to get his/her name substituted by another person without the prior written consent of the Promoter, which consent may be given or denied by it in its sole discretion and the same shall be subject to applicable laws and notifications or any governmental directions as may be in force from time to time. It is clarified however, that no transfer/assignment shall be permitted before receipt of 30% of Total Price for the Unit.</li> <li>(ii) Further, <b>the Promoter</b> may accord its consent to such transfer / substitution of name, subject to the condition that the administrative charges, as prescribed by <b>the Promoter</b> in this regard, from time to time; will be paid by the Allottee/ Buyer to <b>the Promoter</b>, alongwith submission of necessary documents as necessitated by the Promoter, including but not limited to application alongwith necessary affidavits/undertakings, No dues certificate from the Promoter, NOC from Bank/financial institution, etc., at the time of transfer/ substitution of name. It is categorically stated and understood by the Buyer / Allottee that the intended transferee / nominee / assignee of the Buyer / Allottee shall be solely responsible and liable for all legal, monetary and other consequences, including and not limited to the liability / responsibility for payment of any stamp duty / penalty/ levies / charges whatsoever etc. as applicable, that may arise for the reason of such transfer / assignment / nomination and the Promoter shall have no direct or indirect involvement or responsibility in any manner, whatsoever, in this regard or otherwise only for the reason of having accorded its consent to the request of the Allottee and charging of prescribed administrative charges in this regard.</li> <li>(iii) Any change in the name of the Allottee / Buyer of the Unit (including addition/deletion) as registered with the Promoter will be deemed as transfer for this purpose, and shall be subject to the payment of administrative charges by the buyer / allottee.</li> <li>(iv) Claims, if any, between transferor and transferee as a result of subsequent reduction/increase in the saleable/super area of the Flat or its location or otherwise will be settled between transferor and transferee and the Promoter will not be party to the arrangements between them, or be liable for the same in any manner. It will be the sole responsibility of the Buyer to also obtain permission of the Competent Authority, required, if any, for the transfer of the Unit in his / her name and to pay such charges as may be levied for such transfer.</li> <li>(v) It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said unit / said complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent buyers/assignees of the said flat, as the said obligations go along with the said flat / unit for all intents and purposes.</li> </ul>
<p><b>8.</b></p> <p><b>8.1</b></p>	<p><b>REPRESENTATIONS AND WARRANTIES:</b></p> <p><u>The Promoter hereby represents and warrants to the Allottee as follows:</u></p> <ul style="list-style-type: none"> <li>(i) The Promoter has absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development of the Project upon the Said Land and is in absolute, actual, physical and legal possession of the land on which the Project has been / is being undertaken;</li> <li>(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;</li> </ul>

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	<ul style="list-style-type: none"> <li>(iii) There are no encumbrances upon the Said Land or the Project;</li> <li>(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;</li> <li>(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, said Land, Building and Unit and Common Areas;</li> <li>(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where by the right, title and interest of the Allottee created herein, may prejudicially be affected;</li> <li>(vii) The Promoter has not entered into any Agreement for sale/lease/sub-lease and/or development Agreement or any other Agreement/arrangement with any person or any party with respect to the said Land, including the Project and the said Unit which shall, in any manner, affect the rights of Allottee under this Agreement;</li> <li>(viii) The Promoter confirms that the Promoter is not restricted in any manner what so ever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;</li> <li>(ix) At the time of execution and registration of the conveyance / sub-lease deed, execution of Maintenance Agreement and other documents as required by the Promoter, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee. The Common Areas will be handed over to the Association of Allottees of the Project the competent authority, as the case maybe; after completion of the Project and issuance of occupancy certificate/completion certificate for the Project; The scheduled property 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 scheduled property. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, what so ever, payable with respect to the said Project to the competent Authorities till the completion/occupancy / part occupancy certificate (as applicable) for the Building has been issued and offer of possession of Unit along with the Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottees of the Project or the competent authority as the case may be, after issuance of occupancy certificate for the Project.</li> <li>(x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for Acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Said Land and/or the Project.</li> </ul>
8.2	<p><u>The Allottee here by represents and warrants to the Promoter as follows: -</u></p> <ul style="list-style-type: none"> <li>(i) The Allottee is legally competent and has the necessary power and authority to execute, deliver and perform his / her / its obligations under <b>this Agreement</b> and all necessary approvals including any Governmental, regulatory or third-party approval and other actions have been validly obtained to authorize such execution, delivery and performance.</li> <li>(ii) This Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms on <b>the Allottee</b> / anyone claiming under him/her/it.</li> <li>(iii) The execution, delivery and performance by the Allottee of <b>this Agreement</b> and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both), and the consummation by the Allottee of the transactions contemplated hereby or thereby will not conflict with, result in a breach of, or constitute a default under any law applicable to the Allottee or any contractor Agreement to which the Allottee is a party or by which the Allottee may be bound, any Agreement or commitment that prohibits the execution and delivery of this Agreement by the Allottee or the consummation of the transaction contemplated hereby.</li> <li>(iv) All the unsold spaces and the areas which are not the part of Common Areas shall continue to be the property of the Promoter and all rights related to such properties shall vest with <b>the Promoter</b> and are reserved with the Promoter for the said areas.</li> </ul>

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	<p>(v) The Promoter shall have the right to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold unit(s) within in the said Project, and the Allottee shall have no right to raise objection or make any claim on this account.</p> <p>(vi) All the provisions contained herein and the obligations arising hereunder in respect of the said Unit/said Building/said Project shall equally be applicable to and enforceable against any and all the occupiers, tenants, licensees and/or subsequent purchasers/assignees of the said Unit, as the said obligations go along with the said Unit for all intents and purposes.</p> <p>(vii) The Allottee shall not use or cause to be used any common area / facility / services for a purpose other than the respective intending uses.</p> <p>(viii) The Allottee confirms that the Allottee/s has/have visited and has/have physically seen the said Unit and is not entering into this Agreement on the basis of any advertisement or brochure or oral representation concerning the said Project or the said Unit;</p> <p>(ix) The Allottee hereby declares that he/she/they has/have gone through <b>this Agreement</b> and all the documents related to the Project and the said Unit and has expressly understood the contents, terms and conditions of the same and the Allottee after being fully satisfied has/have entered into <b>this Agreement</b> and further agrees not to raise any objection in regard to the same, unless the same is in contravention of the Act or the Rules;</p> <p>(x) Not to do or suffer to be done anything in or to the said Project, said Unit, staircase Common Areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the said Unit itself or any part thereof and to maintain the said Unit at his/her/their own cost in good repair and condition from the date on which the Allottee is permitted to use the said Unit. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and shall also pay any penal charges levied by the authorities;</p> <p>(xi) Not to bring, without prior written permission of the Promoter and/or Maintenance Agency, any commercial vehicle inside the said Project;</p> <p>(xii) Not to use the garden and the playground provided in the said Project as common facilities provided in the said Project, for any purpose other than recreation;</p> <p>(xiii) Not to store anything in the Common Areas, car parking space/s, staircases, refuge floors nor store any goods in the said Unit which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building/ Project or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building/ Project and in case any damage is caused to the said Building/ Project on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach and shall repair the same at his/her/their own cost;</p> <p>(xiv) Not to change the use of the Unit and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Unit and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces/areas and/or refuge areas;</p> <p>(xv) Not to demolish or cause to be demolished the said Unit or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Unit or any part thereof and keep the portion, sewers, drains, pipes in the said Unit appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building/ Project in which the said Unit is situated and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Pardis or other structural changes in the said Unit without the prior written permission of the Promoter;</p> <p>(xvi) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building/ Project and not to cover/enclose the planters and service ducts or any of the projections from the said Unit or within the said Unit, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Unit without the prior written permission of the Promoters, nor do / cause to do any hammering</p>
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	<p>for whatsoever use on the external / dead walls of the said Building or do any act to affect the FSI potential of the said Project;</p> <p>(xvii) Not to shift windows of the said Unit and / or carry out any changes in the said Unit so as to increase the area of the said Unit and/ or put any grill not in conformity with the rest of the grills and / or façade of the Building/ Project which would affect the elevation of the Building/ Project and / or carryout any unauthorized construction in the said Unit. In the event if any such change is carried out, the Allottee/s shall remove the same within 24 hours of notice in that regard from the Promoter. In the event if the Allottee/s fails to remove the same within the period of 24 hours, then the Promoter shall be entitled to enter upon the said Unit and remove such unauthorised construction and the Allottee/s hereby agrees and undertakes not to raise any objection for the same and / or demand any damages for the same from the Promoter;</p> <p>(xviii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Unit and the Building/ Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance;</p> <p>(xix) The Allottee shall permit the Promoter and its surveyors, architects, engineers, contractors, employees and agents with or without workmen and others and its employees at reasonable times to enter into and upon the Unit or any part thereof for the purpose of viewing or repairing or maintaining and cleaning any part of the said Building/ Project including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto as also for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the Unit for the benefit of the said Building/ Project and for the purpose of, maintaining, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, structure or other conveniences belonging to or serving or used for the Building, after giving prior notice thereof. The Allottee shall not obstruct or hinder the Promoter and/or their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties;</p> <p>(xx) Shall not violate and shall abide by all rules and regulations framed by the Promoter or under any law for the time being in force, for the purpose of maintenance and up-keep of the Building/ Project and in connection with any interior / civil works that the Allottee/s may carry out in the said Unit;</p> <p>(xxi) Shall not violate and shall observe and perform all the rules and regulations which the Association of Allottees may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project and the Unit therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Association of Allottees regarding the occupation and use of the said Unit in the said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;</p> <p>(xxii) Shall never in any manner enclose any flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Unit and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Unit at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Unit to its original state.</p>
<b>9.</b>	<b>EVENTS OF DEFAULT AND CONSEQUENCES:</b>
<b>9.1</b>	<p><u>Subject to the Force Majeure conditions / clause, the Promoter shall be considered under a condition of Default, in the following events:</u></p> <p>(i) Promoter fails to provide ready to move in possession of the Unit to the Allottee with in the time period specified in Para 7.1(i) or fails to complete the Project with in the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which the completion/occupation/part occupancy certificate, as the case</p>

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	<p>maybe, for the Building/Project has been issued by the competent authority, save the fit out time for the purpose rectification of snag points as pointed out by the allottee on inspection of the unit including provision of some equipment/fixtures etc.</p> <p>(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provision so the Actor the Rules or Regulations made there under</p>
<p><b>9.2</b></p>	<p><u>In case of Default by Promoter under the conditions listed above, a non defaulting Allottee is entitled to the following:</u></p> <p>(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee shall be required to make the next payment without any Interest; or</p> <p>(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, alongwith Interest [i.e.annual interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India plus 1% unless provided otherwise under the Rules]within forty-five days of receiving the termination notice:</p> <p>Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, Interest, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee with in forty- five day so fit becoming due.</p>
<p><b>9.3</b></p>	<p><u>The Allottee shall be considered under a condition of Default on the occurrence of any of the following events:</u></p> <p>(i) In case the Allottee fails to make payments even after 2(two) consecutive demand notices of 7 (seven) days each for such instalment issued by the Promoter as per the Payment Plan annexed hereto, and if such default by Allottee under this para continues or a period beyond 3(three) consecutive months after the notice from the Promoter in this regard; or the Allottee is in breach of any of its obligations under this Agreement, the Act and/or Rules.</p> <p>It is clarified that notwithstanding anything contrary contained herein, in the event of delay in payment of any instalment by the Allottee, the Allottee shall be liable to pay Interest to the promoter on the unpaid amount (annual interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India plus 1%, unless provided otherwise under the Rules).</p> <p>(ii) In case of default by Allottee under Para 9.3(i), the Promoter may in its sole discretion cancel the allotment of the Unit in favour of the Allottee and refund the money paid to the Promoter by the Allottee by deducting the (i)Booking Amount, (ii)interest liabilities on delayed payment payable by the Allottee.</p> <p>Provided that the Promoter shall intimate the Allottee about such proposed termination at least thirty days prior to such termination.</p> <p>The Allottee acknowledges that upon cancellation of allotment of the Unit by the Promoter, the Allottee shall have no right or interest of any kind whatsoever in the said Unit and the Promoter shall be discharged of all its liabilities and obligations under this Agreement, and the Promoter shall have the absolute and lawful right to sell and deal with the said Unit and the Reserved Parking Space(s) in the manner in which it may deem fit as if this Agreement had never been executed.</p>
<p><b>10.</b></p>	<p><b>SUB-LEASE / CONVEYANCE OF THE SAID UNIT:</b></p> <p>The Allottee agrees that on receipt of Total Price of the Unit as per Para 1.2 along with other charges, costs, payments, interest, deposits, securities, etc. under this Agreement, the Promoter shall execute a sub-lease / conveyance deed in favour of the Allottee and convey the title of the Unit together with proportionate</p>

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	<p>indivisible share in the Common Areas within (i) 3 months from the date of issuance of the completion / occupancy/part occupancy certificate, as the case may be, for the Building / Project, or (ii) with in such of the time as may be prescribed under applicable laws, or (iii) as per time lines agreed herein in preceding paras,which ever is later. Until a sub-lease /conveyance deed is executed and registered in favour of the Allottee, the Promoter shall continue to be owner of the Unit.</p> <p>The Allottee shall be liable to pay all fees, duties, taxes, expenses, other costs, etc. including stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of this Agreement as also the sub-lease/conveyance deed of the said Unit. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 and the Registration Act, 1908, as amended from time to time.</p> <p>However, in case the Allottee fails to deposit the stamp papers and/or registration charges and legal fees within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold possession and registration of the sub-lease / conveyance deed in his/her favour till the submission of the requisite stamp papers and registration charges and legal fees to the Promoter is made by the Allottee.</p> <p>The failure of the Allottee to comply with this and consequently the Promoter withholding the possession of the Unit shall not absolve the Allottee of its obligations to the Promoter / Association of Allottees / Maintenance Agency / Competent Authority including and not limited to the payment of the maintenance charges for the intervening period till the execution and registration of the conveyance / sub-lease deed in favour of the Allottee.</p>
11.	<p><b>MAINTENANCE OF THE SAID BUILDING/UNIT/PROJECT:</b></p> <ul style="list-style-type: none"> <li>(i) The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottees upon the issuance of the completion / occupancy / part occupancy certificate, as the case may be.</li> <li>(ii) However, if the Association of Allottees is not formed within 1 (one) year of issuance of occupancy/part occupancy certificate, as the case may be, the Promoter will be entitled to collect from the Allottee, the Maintenance Charges as per the maintenance Agreement. The execution of the Maintenance Agreement is mandatory.</li> <li>(iii) On the Association of Allottees taking over the maintenance, the Promoter will pay to the Association, the balance amount available with it against the Maintenance Charges, and the amounts received by it towards the Interest Free Maintenance Security (IFMS), as mentioned hereunder. It is clarified that in the event the Association has been formed within the said 1 year period, but if the Association fails to take handover of the Common Areas from the Promoter, for any reason what so ever, then in such cases also, the Promoter will be entitled to collect from the Allottees the above mentioned Maintenance Charges and other charges as set out in the Maintenance Agreement.</li> <li>(iv) Till the time the Association/Association of the Project take handover of the said Common Areas as envisaged in this Agreement or prevalent laws governing the same, the Promoter shall have a right to appoint any agency / Person, at its sole discretion ("Maintenance Agency") for undertaking maintenance of Common Areas and facilities and providing other maintenance services as per terms and conditions set out in the Maintenance Agreement. The Promoter or the Maintenance Agency appointed by it shall have the right to recover applicable Maintenance Charges (as per Para 11(ii) above) and other charges asset out in the Maintenance Agreement and the Allottee shall pay the same as demanded by the Promoter/ Maintenance Agency.</li> <li>(v) The Allottee undertakes to join the Association of Allottees and pay the fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Promoter for this purpose. The Allottee also undertakes to join the Association of Allottees of Project, if and when formed by the Promoter or its nominee(s)for a part or whole of the Project. <b>The Allottee</b> undertakes not to join/form any other association of Allottees or resident welfare association etc., by itself or in conjunction with other Allottees of the said Project.</li> </ul>

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	<ul style="list-style-type: none"> <li>(vi) It is agreed by the Allottee(s) that in addition to the payment of maintenance charges as per the maintenance Agreement executed by it / them, the Allottee shall also deposit a sum calculated @ Rs. [ ] per sq. ft. of the super area of the unit towards Interest Free Maintenance Security (IFMS), as replacement fund to be established for meeting the expenses relating to repair / replacement of capital equipment including such as lifts, pumping sets, water mains, electric cables, transformers, generators, fire-fighting installations, devices and equipments, painting of exterior walls of the complex, major repairs of the common areas and facilities, as and when required to be attended to, in the absolute discretion of the Promoter.</li> <li>(vii) The internal maintenance of the Unit in all respects shall be carried out by the Allottee at his own expenses and the Promoter shall have no responsibility in this respect.</li> <li>(viii) Till such time, the registered apartment owners association is formed in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance), Rules 2010, the allottee agrees that the Promoter / the Maintenance Agency appointed by it shall be fully entitled to revise the charges for maintenance, and contribution towards interest free maintenance security, as and when required, from time to time, keeping in mind the increasing cost of manpower, material and other incidental expenses etc.</li> <li>(ix) The Allottee agrees and undertakes that he shall make the timely payment of all charges towards maintenance etc. as provided in this Agreement/maintenance Agreement and in case of default, he shall be liable to pay interest on arrears as prescribed in the maintenance Agreement and in case of continued default, the Allottee shall stand deprived of its right to use such common areas, services and facilities.</li> <li>(x) In the event, the Allottee permits a third party to occupy his Unit under whatsoever arrangements between them, such third party shall also be bound to pay the maintenance charges as agreed herein and in case of his / its failure, it is the allottee who shall be responsible and liable to pay the due amounts in this respect.</li> <li>(xi) The contents of each unit along with the connected structural part of the building shall be insured by the Allottee at his / her / its own cost against fire, earthquake etc. The Promoter, after handing over of the possession of a particular unit, shall in no way be responsible for safety, stability etc. of the structure.</li> </ul>
12	<p><b>DEFECT LIABILITY:</b></p> <ul style="list-style-type: none"> <li>(i) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per <b>this Agreement</b> for Sale / Sub-Lease relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of offer of possession or from the date of obligation of the Promoter to give possession to the Allottee, whichever is earlier; it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.</li> <li>(ii) The defect (s) caused on account of normal wear and tear and / or negligent use of the Unit by the Allottee / occupiers without proper internal maintenance, vagaries of nature shall be exempted and the Promoter shall not be responsible / liable in such cases.</li> <li>(iii) <b>The Allottee</b> acknowledges that a number of machines / equipments / products / services installed / provided by the Promoter have been outsourced by the Promoter in construction / development of the unit / building / project including the installation of lifts / air condition units / DG sets / fixtures in the nature of fans, lights, wardrobes, kitchen equipments etc. etc. manufactured or provided by reputed vendors and such machines / equipments / products / services are supported by warranties for limited period. The Promoter shall not be responsible / liable for any manufacturing or other defects arising from / on account of the said machines / equipments / products / services and the Allottee / Association of Allottees can approach such third parties directly for such warranty claims.</li> </ul>

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**Main Allottee**

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13	<p><b>RIGHT TO ENTER THE UNIT FOR REPAIRS:</b></p> <p>The Promoter/Maintenance Agency/Association of Allotees shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter, Association of Allotees 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.</p>
14.	<p><b>USAGE:</b></p> <p>The basement(s) and service areas, if any, as located within the Project Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allotees formed by the allottees for rendering maintenance services, except for independent areas declared through deed of declaration.</p> <p><u>Use of Basement and Service Areas:</u></p> <ul style="list-style-type: none"> <li>(i) The Allottee(s) shall also always be bound and observe and comply with the terms and conditions of the lease / conveyance deed executed by the Noida Authority in favour of the Promoter in respect of the Said Land especially with regard to the usage of the unit/ building (s) / project complex and undertake not to commit any act or omission which may in any manner result in breach of any of the terms and conditions of the principal lease deed.</li> <li>(ii) The Allottee shall use the Unit for [ ]purposes only. The Allottee shall not use the said Unit for any other purpose e.g. Rice-mill, Atta – Chakki, Factory, Welding Work, Meat shop, Dhaba, Liquor/Wine shop, Automobile Workshop or shop for Chemical or Explosive or other hazardous or noxious purpose, which may create nuisance and shall not stock goods outside the said Unit or carry out any activity which is injurious or which is prohibited by the State or Central Government</li> <li>(iii) The Allottee undertakes not to (i) use the said Unit or permit the same to be used for any purpose which is mentioned in the restricted/ prohibited usage or (ii) use the same for any unlawful, illegal or immoral purposes, and / or (iii) do or cause to be done any act/omission which may cause, damage the environment, cause noise pollution, nuisance, damage, annoyance or inconvenience to the other Allotees / occupiers of adjoining Units/areas/ building. Any change in the specified usage of the Unit, which is not in consonance with the usage as specified in this Agreement, rules prescribed by the Maintenance Agency or is detrimental to the public interest shall be material breach of terms and condition soft his Agreement by the Allottee.</li> <li>(iv) The Allottee shall also not use the Unit in a manner that tends to cause damage to any flooring or ceiling or services of any unit over, below, adjacent to his unit or causes interference to any adjacent building(s) or in any manner interfere with the use of spaces, passages, corridors, roads or amenities available for common use.</li> <li>(v) The violation / breach of any terms and conditions in respect of the usage of the unit by the Allottee / its occupier shall hold the Allottee / occupier solely responsible and liable for any injury, loss or damage as may be caused for such violation / breach, including imposition of any penalty and the allottee / occupier shall indemnify and keep the Promoter / Maintenance Agency harmless in respect of the breach of its obligations in this regard.</li> </ul>
15.	<p><b>GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:</b></p> <p><b>15.1</b> Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit, or the staircase, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make</p>

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	<p>additions to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.</p>
15.2	<p>The Allottee further undertakes, assures and guarantees that he/she would not put any sign- board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project / buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Unit.</p>
15.3	<p>The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of the Allottees and/or Maintenance Agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.</p>
15.4	<p>Upon handing over the Unit, the Allottee shall not make any structural alterations to the Unit and/or effect any change to the plan or elevation and shall not enclose the balconies attached to the Unit.</p>
15.5	<p>The Allottee shall not demolish the said Unit or any part thereof nor will at any time make or cause to be made any construction/additions/alterations of whatever nature to the said Unit or any part thereof.</p>
15.6	<p>The Allottee agrees that the Promoter shall be entitled to sell, let, sub-let, lease, give on leave and license or under any agreement to persons of its choice or to use, in any manner as it may deem fit any of the unsold areas, other developments in the building/project and to receive any consideration in respect of the same, in accordance with Applicable Laws.</p>
15.7	<p>The Allottee shall not:</p> <ul style="list-style-type: none"> <li>(i) sub-divide the said Unit, sink any bore-well or dig any well in the Project and shall keep the surrounding areas of the Unit neat and clean;</li> <li>(ii) construct, place or maintain any matter or thing upon, over or under the Common Areas nor throw/stack trash, garbage, excess materials of any kind on or about the Common Areas;</li> <li>(iii) fix/install the air-conditioners/coolers at any place (other than the space(s) provided for in the building design) including but not limited to open spaces, passage, Common Areas, or in the staircase and shall ensure that no water drips from any cooler/air conditioner;</li> <li>(iv) use the common parts / areas of the Building for keeping/chaining pets, dogs, birds or for any storage of cycles etc. and not to block the common areas/parts of the Building in any manner whatsoever;</li> <li>(v) create any encroachment on the Common Areas or any part thereof; or</li> <li>(vi) keep battery, invertors/petrol, kerosene, generators, flowers, vessels, air conditioners, coolers etc. in the stairs or entrance or road or parking places.</li> <li>(vii) do or act in any manner which directly or indirectly harms / is intended to harm the business reputation of the Promoter / defames the Promoter.</li> </ul>
15.8	<p>The Allottee hereby agrees that allotment of Unit is subject to the terms and conditions of the sanctioned plans, License etc., and he shall comply with sanctioned building plans, License, byelaws, guidelines, rules and regulations of the NOIDA /competent / any other government authorities as may be applicable to the said Unit and comply with the same, from time to time, since after the date of the offer of possession of the Unit and also to meet with all the requirements, requisitions and demands that have been notified / may be notified from time to time by the municipal authority/government authority or any other competent authority in respect of the Unit. The Allottee further undertakes to be responsible and liable for any</p>

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Main Allottee

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	<p>personal/individual action which would be in violation/deviation of the sanctioned plan, layout, building bye laws, guidelines etc. of the government authority as may be applicable to the said Unit. The Allottee(s) shall keep the Promoter / indemnified, secured and harmless against all such costs and consequences and all damages suffered arising on account of non- compliance with the said requirements, requisitions, demands and repairs.</p>
15.9	<p>The structure of the Building may be insured against fire, earthquake and militant action by the maintenance agency, and the cost thereof shall be payable by Allottee(s) as the part of the Maintenance Charges. The contents inside the said Unit shall be insured by the Allottee at his/her/its own cost and expense.</p>
15.10	<p>The Allottee(s) shall not do or permit to be done any act or thing which may (a) render void or voidable the insurance taken by the maintenance agency or (b) cause increase in premium payable in respect thereof.</p> <p>The cost of insurance for the structure of the Building till offer for handover of possession is given to the Allottee is included in the Total Price of the Unit. Thereafter, the cost of the Insurance for the structure of the Building would be payable by the Allottee(s) on proportionate basis in addition to the Maintenance Charges. The Allottee shall be liable and responsible to take appropriate all risk insurance policies for all fixtures, fitting, assets, equipment's etc., inside the said Unit, without any liability or responsibility on the Promoter.</p>
15.11	<p>The Allottee agrees that after handover of Unit to the Allottee, the Allottee shall ensure that the Allottee / occupant of the Unit is not in breach of any terms / conditions stipulated in the permissions and approvals granted in respect of the Project including without limitation License, sanctioned plans, FIRE NOC / permission, green building permission, environment and pollution permission etc.</p> <p>The Allottee undertakes to do all acts, things, deeds including presenting himself, as may be required for the execution and registration of any deed / Agreement / indenture / declaration in respect of the said Unit and other relevant document(s) pertaining to parking space(s) (if any) as the Promoter so desire to comply with the provisions of the Act and other applicable laws.</p>
16.	<p><b>COMPLIANCE OF LAWS, NOTIFICATION SET C. BY PARTIES:</b></p>
16.1	<p>The Parties are entering into this Agreement for the allotment of the Unit with full knowledge of all laws, rules, regulations, notifications applicable to the Project.</p>
16.2	<p>The Allottee here by undertakes to comply with and carryout, from time to time, after taking possession of the said Unit, all the requirements, requisitions, demands and repairs which are required by any development authority/ Noida Authority / Government or any other competent authority in respect of the said Unit at his/her/its own cost and keep <b>the Promoter</b> indemnified, secured and harmless against all costs, consequences and all damages, arising on account to non-compliance, if any, with the said requirements, requisitions, demands and repairs.</p>
16.3	<p>The Allottee(s) after taking possession shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P Pollution Control Board/Water Commission / any other rules and regulations stipulated by State of U.P. or any other competent authority. The Allottee shall abide by all laws, rules and regulations of the Noida Authority / local authority / government /Government of India and of the Association of Allottees and shall be responsible for all deviations, violations or breach of any of the conditions of law / bye laws or rules and regulations after taking over the possession of the Unit.</p>
17.	<p><b>ADDITIONAL CONSTRUCTIONS:</b></p> <p>The Allottee acknowledges that the Promoter may undertake/make changes, additions, deletions or put up additional structure(s) any where in the Project after the building plan, layout plan, sanction plan and</p>

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	<p>specifications, amenities and facilities have been approved / revised by the competent authority(ies), in accordance with the provisions of the Act.</p> <p>It is clarified that the Allottee shall not have any right, title or interest of whatsoever nature in respect of the additional construction / structure and/or additional buildings in or around the Project Complex, which the Promoter may construct in order to utilize the additional FAR, permissible / sanctioned, if any, to the Project as permitted by the competent authority(ies).</p>
<b>18.</b>	<p><b>MORTGAGE OR CHARGE:</b></p> <p>The Promoter shall have the right to raise loan / finance from any banks/financial institutions or any other lending parties and for this purpose create mortgage of the said Land and/or receivables from the Project in favour of one or more such lending parties. The Allottee shall have no right to object if any action/step is taken by the Promoter to raise and obtain finance. However, the Unit shall be released of all such mortgages and encumbrances created by the Promoter before the execution and registration of sale/sub lease deed in favour of the Allottee(s).</p> <p>After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Unit except for the receivables against the unit and, if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit.</p>
<b>19.</b>	<p><b>U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) ACT, 2010.</b></p> <p>The Promoter has assured the Allottee that the Project has been developed / is being developed in its entirety is in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.</p>
<b>20</b>	<p><b>BINDING EFFECT:</b></p> <p>Mere forwarding / providing a copy of this Agreement to the Allottee at the time of making application for allotment, by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee; until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan, within 30 (thirty) days from the date of receipt of the copy of the Agreement by the Allottee and secondly, he / she / it presents himself for registration of the same before the concerned Sub-Registrar at Noida, as and when so intimated by the Promoter.</p> <p>In case of the non-compliance of the above, then the Promoter shall serve a notice on the Allottee calling upon him to rectify the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, the application made by the Allottee for allotment of the unit shall be treated as cancelled and all the sums deposited by <b>the Allottee</b> (the principal amount) in connection therewith, including the Booking Amount, shall be refunded to <b>the Allottee</b> without any Interest or compensation whatsoever and the allottee shall not have any further right or claim of any kind whatsoever on such cancellation of his application.</p>
<b>21.</b>	<p><b>ENTIRE AGREEMENT:</b></p> <p>This Agreement,, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter here of and supersedes any and all understandings, any other Agreement s, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/ Building, as the case may be.</p>
<b>22.</b>	<p><b>RIGHT TO AMEND:</b></p> <p><b>This Agreement</b> may only be amended through written consent of the Parties.</p>
<b>23.</b>	<p><b>PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES:</b></p> <p>Subject to payment to minimum 30% of the Total Price of the Unit as stated in Para 7.7 (i) herein, the Allottee may transfer/assign/endorse <b>this Agreement</b> or any interest in <b>this Agreement</b> and nominate any</p>

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	<p>other person/body corporate in his / her / its place in respect of the said Unit, as may be permitted by the Promoter subject to:</p> <ul style="list-style-type: none"> <li>(i) Receipt of written request from <b>the Allottee by the Promoter</b>;</li> <li>(ii) Clearing of all dues, payments, charges, deposits, etc., accrued interest on delayed payments, other costs and charges, taxes and duties accrued as on the date of the transfer;</li> <li>(iii) Payment of the administrative charges / transfer charges by the Allottee as prescribed by the Promoter and competent authorities, which may be revised from time to time along with the applicable taxes, if any;</li> <li>(iv) Signing/execution by the Allottee of such documents/applications as may be required by the Promoter and the Allottee complying with such conditions as stipulated by the Promoter;</li> <li>(v) <b>The Allottee</b> obtaining no objection certificate/letter from the Promoter and other competent authorities, as the case may be;</li> <li>(vi) The assignee/transferee agreeing to comply with all formalities / requirements in this regard and executing such other documents as may be required by the Promoter; and</li> <li>(vii) In case the Allottee /transferor has obtained any finance/loan against the Unit from any financial institution/bank, a 'No Objection Certificate' from the financial institution/bank.</li> </ul> <p>It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising here under in respect of the Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Unit, incase of a transfer; as the said obligations go along with the Unit for all intents and purposes.</p>
<p><b>24.</b></p> <p><b>24.1</b></p> <p><b>24.2</b></p> <p><b>24.3</b></p>	<p><b>WAIVER NOT A LIMITATION TO ENFORCE:</b></p> <p>The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan <b>[Schedule C]</b> including waiving the payment of Interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.</p> <p>Failure on the part of the Parties to enforce at anytime or for any period of time the provisions here of shall not be construed to be a waiver of any provision so of the right there after to enforce ac hand every provision.</p> <p>Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of <b>this Agreement</b> or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of <b>this Agreement</b> nor shall the same in any manner prejudice the rights of the Promoter.</p>
<p><b>25.</b></p> <p><b>25.1</b></p> <p><b>25.2</b></p>	<p><b>SEVERABILITY:</b></p> <p>If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provision of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of <b>this Agreement</b> and to the extent necessary to conform to Act or the Rules and Regulations made there under or the Applicable Laws, as the case maybe, and the remaining provisions of <b>this Agreement</b> shall remain valid and enforceable as applicable at the time of execution of <b>this Agreement</b>.</p> <p>It is clarified that the Allottee shall be liable to abide by and bound by the change(s) emanating in this Agreement in terms of Para 25.1, including any additional condition imposed, relating to the allotment of the Unit or the Project.</p>
<p><b>26</b></p>	<p><b>METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:</b></p> <p>Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in the proportion which the Carpet Area of the Unit bearing to the total Carpet Area of all the Units in the Project.</p>
<p><b>27.</b></p>	<p><b>FURTHER ASSURANCES:</b></p>

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	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 here in, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated here in or to confirm or perfect any right to be created or transferred here under or pursuant to any such transaction including without limitation for execution and registration of sub-lease deed or any other deed/indenture/declaration etc.in respect of the said Unit and other relevant documents pertaining to Reserved Parking Space(s), if any, as the Promoter desires, to comply with the provision soft he Act and other applicable laws.
<b>28.</b>	<b>RAISING OF FINANCE BY ALLOTTEE(S)</b>
<b>28.1</b>	The Allottee may obtain finance / loan from any financial institution/bank but the Allottee's obligation to pay Total Price and other charges etc., for the Unit pursuant to this Agreement, shall not be contingent on the Allottee's ability or competency to obtain / serve such financing and the Allottee shall remain strictly bound by the terms and conditions governing this Agreement. It is clarified that the liability and responsibility towards such financial institutions, banks etc., for the loan / finance obtained by the Allottee, shall be that of the Allottee alone and the Promoter shall not have any responsibility or concern in this respect.
<b>28.2</b>	Any loan facility from banks / financial institutions availed by the Allottee in respect of the said Unit shall be subject to the terms and conditions as imposed by the Promoter and /or bank/ financial institution; and the Allottee shall be solely liable and responsible for repayment of loan facility and satisfaction of charge.
<b>28.3</b>	The Allottee understands and agrees that the Promoter shall always have its lien/charge on the said Unit for all unpaid dues and outstanding amounts payable by the Allottee, and the execution of sale/sub-lease deed of the Unit in favour of the Allottee shall be subject to the Allottee providing to the Promoter a no objection certificate from such financial institution/Bank/NBFC in the form satisfactory to <b>the Promoter</b> .
<b>28.4</b>	The Allottee agrees that the provisions of <b>this Agreement</b> are and shall continue to be subject and subordinate to the lien or any mortgage/ charge/ security before or here after made/created by the Promoter in respect of the Project/ Said Land and any payments or expenses already made or incurred or which here after may be made or incurred pursuant to the terms there of or incidental there to or to protect the security thereof, to the fullest extent thereof. Such charge, mortgage or encumbrances shall not constitute a ground for objection by the Allottee or excuse the Allottee from making the payment of the Total Price /other amounts/ charges payable in respect of the said Unit or performing all other obligations by the Allottee here under or be the basis of any claim against or liability of the Promoter.
<b>28.5</b>	The Allottee agrees that in the event of cancellation of the allotment of the said Unit, termination of this Agreement /tripartite Agreement executed with the lending bank / financial institution / Promoter, the Promoter shall be entitled to make payment to the lending bank/financial institution as per the said tripartite Agreement,, and payment by the Promoter to the lending bank / financial institution shall be deemed to be the fulfilment of obligation of Promoter for refund of amount to the Allottee under <b>this Agreement</b> and discharge the Promoter to the extent of such payment of its obligation to the Allottee. The Allottee further agrees that it shall not create any hindrance, interference, claims, disputes etc. whatsoever, in respect of such compliance by the Promoter in discharge of its obligations under the said tripartite Agreement.
<b>29.</b>	<p><b>NOTICES:</b></p> <p>That all notices to be served on the Allottee and the Promoter as contemplated by <b>this Agreement</b> shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered / Speed Post at the irrespective addresses</p> <p>Specified below:</p> <p><b>Name of Allottee:</b> .....</p> <p><b>Address of Allottees:</b> .....</p> <p><b>Promoter's name:</b> M/s [_____]  <b>Promoter's Address:</b> [_____]</p>

For [\_\_\_\_\_]

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	<p>It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address, in writing, by Registered / Speed Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.</p>
<b>30.</b>	<b>JOINT ALLOTTEES:</b>
<b>30.1</b>	<p>That in case there are Joint/Co-Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.</p>
<b>30.2</b>	<p>Unless otherwise specified in the application /this Agreement, the allottee &amp; co-allottee(s) (if any) will have equal share in the unit, and their inter-se rights and duties as allottee(s) in certain situations arising, as specified here in below shall be as follows:-</p> <ul style="list-style-type: none"> <li>(i) Death of a Co-Allottee: The names of the legal heirs of the deceased co-allottee will be taken on record in the records of the Promoter, only after the legal heirs of the deceased Co-Allottee provide the necessary succession certificate (or any other relevant admissible order/document to the satisfaction of the Promoter) certifying that they are the only legal heirs of the deceased co-allottee of the Unit, from the appropriate authority / court. Where the legal heirs request for mutation/ substitution of their name(s) as an allottee / co-allottee on the basis of a WILL, then such WILL must be supported by a probate/certificate of succession/letter of administration from the competent Court of Law. Where the allotment of the Unit is subject to loan, then the necessary No Objection Certificate from the concerned Bank / Financial Institution shall also be furnished in addition to the documents as mentioned here in above.</li> <li>(ii) Divorce or other legal dispute: In case of any ongoing divorce proceedings between the co-allottees or any other legal dispute, the rights and obligations of the parties thereto shall be determined and accepted by the Promoter as per the final order / judgment / decree of the competent court of law / legal forum.</li> <li>(iii) Notwithstanding, the death of an allottee / co- allottee or any disputes between the allottee / co-Allottee; the allottee / co-allottee / legal heirs of the deceased allottee / co-allottee shall be bound by his / her / their obligation under <b>this Agreement</b> to make payments of the due instalments to the Promoter from time to time as per the payment plan and be bound by the terms and conditions of <b>this Agreement</b>.</li> </ul>
<b>30.3</b>	<p>The Allottee / Co-Allottee / his legal heirs shall comply with all legal requirements as may be necessary for substitution / mutation of his / her / its name against the name of the deceased allottee / co-allottee as per the advice/ opinion of the advocate and the legal cost incurred in this behalf shall be borne by the applicant (s) requiring substitution in name.</p>
<b>31.</b>	<b>RIGHT TO ASSIGN:</b>
	<p>Subject to the provision of the Act, the Allottee agrees and acknowledges that the Promoter reserves all its rights to assign all or any of its rights/obligations towards development and construction of the aforesaid Project in favour of any Group Company or Associate Company or a Subsidiary Company or a Special Purpose Vehicle to be formed or any other entity under joint venture/development Agreement/collaboration Agreement for the purpose of execution of the said Project as per the Act. The Allottee further understands that, with effect from date of assignment, all the communications and correspondences exchanged with the Promoter 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 of this Agreement. In such an event, the assignee company will execute all the necessary documents with the Promoter. The Allottee shall continue to perform all its / their obligations towards such assignee company in accordance with terms and conditions of this Agreement.</p>
<b>32.</b>	<b>BROKERAGE:</b>
	<p>The Allottee shall bear the expenses including commission or brokerage paid / payable to any person for services rendered by such person / entity to the Allottee, whether in or outside India, for acquiring the said Unit. The Promoter shall in no way, whatsoever, be responsible or liable for such payment, commission or</p>

For [\_\_\_\_\_]

**Main Allottee**

**Co- Allottee**

**Authorized Signatory**

	brokerage etc. or part thereof by the Allottee nor the Allottee shall have any right to deduct / adjust such charges from the Total Price and other charges payable by the Allottee to the Promoter for the said Unit. Further, the Allottee shall indemnify and hold the Promoter and harmless from and against any or all liabilities and expenses in this connection.
33.	<b>CAPTIONS/HEADINGS:</b> The captions/headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter / Para(s) / Clauses in <b>this Agreement</b> shall be done by reading the various Para / Clauses in this Agreement as a whole and not in isolation or in part so in terms of captions provided.
34.	<b>RIGHT TO JOIN AS AFFECTED PARTY:</b> The Promoter shall have the right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee, if the Promoter's rights under this Agreement are likely to be affected /prejudiced in any manner by the outcome of such suit / complaint / decision of the court. <b>The Allottee</b> agrees to keep the Promoter fully informed at all times in this regard.
35.	<b>SAVINGS:</b> Any application, letter, allotment letter, Agreement, or any other document signed by the Allottee, in respect of the Unit or Building, as the case may be, prior to the execution and registration of this Agreement for Sale/Sub-Lease for such Unit or Building, as the case may be, shall not be construed to limit the rights and interests of <b>The Allottee</b> under this Agreement for Sale/Sub-Lease or under the Act or the Rules or the Regulations made there under.
36.	<b>OFFICIAL LANGUAGE:</b> English is the official language of this Agreement, documents or notices that are not in English shall have no effect under this Agreement. The words and phrases in documents and notices shall have the meaning they normally have in standard UK English usage. The English language version of this Agreement or any document or notice contemplated by the Agreement shall control in any conflict with any version of such writing that is not in English.
37.	<b>ACT OF CASTING INSINUATION, INNUENDO, LIBEL OR SLANDER:</b> The Allottee undertakes that in case of any dispute or differences with the Promoter over any issue whether emanating directly or by implication from this Agreement, the same or any other issue concerning, including the possession/construction of the said Unit, the Allottee shall be entitled to remedy only under Para or avail appropriate legal remedy before a competent court of law / statutory forum prescribed under laws in India. The Allottee shall not indulge in or instigate any act, whether in personal capacity or in joint capacity or incite other allottee(s) in the Project to act in any manner, which may amount to casting insinuation, innuendo, libel or slander against the Promoter, its directors or its officials, or otherwise indulge in activities which amounts to defamation or malicious / wrongful prosecution of the Promoter, its directors or its officials and/or the Project and in case of any such violation, the Allottee shall be liable to legal consequences arising there from, at his / her / its cost, risk and consequences. Without prejudice to its other rights and remedies available under this Agreement, Act and Rules and Regulations etc., the Promoter shall be entitled to seek remedies under the relevant procedural laws for such insinuation, innuendo, libel or slander amounting to defamation and/or wrongful prosecution of the Promoter, its directors or its officials and/or the Project.
38.	<b>CUSTOMER QUERIES /ISSUES REDRESSAL MECHANISM</b> The Allottee understands and confirms that the queries and individual issues, if any, concerning <b>this Agreement</b> will be resolved as per the process given below: The customer centric queries and individual issues of the customers shall be resolved by the Customer Care Department of the Promoter.

For [\_\_\_\_\_]

Main Allottee

Co- Allottee

Authorized Signatory

<b>39.</b>	<b>GOVERNING LAW:</b> That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.
<b>40.</b>	<b>PLACE OF EXECUTION:</b> The execution of this Agreement shall be complete only upon its execution by the Promoter through its respective authorized signatory at the Promoters Project Office, or at some other place, which may be mutually agreed between the parties, anywhere in Distt. Gautam Budh Nagar, UP.  After the Agreement is duly executed by the Allottee and the Promoter, it shall simultaneously be registered at the office of the Sub-Registrar at Noida. This Agreement shall be deemed to have been executed at Distt. Gautam Budh Nagar, UP, for all purposes.
<b>41.</b>	<b>DISPUTE RESOLUTION:</b> All or any disputes arising out or touching upon or in relation to or concerning with the terms and conditions of this Agreement, including the interpretation and validity of the terms there of and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled, as the case may be, through the Authority or Adjudicating Officer appointed under the Act.

**IN WITNESS WHERE OF**, the parties here in above named have set their respective hands and signed this Agreement for Sale / Sub-Lease at **NOIDA** in the presence of attesting witness, signing as such on the day first above written.

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

<b>Witnesses:</b> Signature: ..... Name: ..... Address: .....  Aadhar No.: ..... Mobile No.: .....	<b>First Allottee</b> Signature: ..... Name: ..... Address: .....  Aadhar No.: ..... Mobile No: .....
<b>Witnesses:</b> Signature: ..... Name: ..... Address: .....  Aadhar No.: ..... Mobile No.: .....	<b>Second Allottee:</b> Signature: ..... Name: ..... Address: .....  Aadhar No.: ..... Mobile No: .....
<b>Witnesses:</b> Signature: ..... Name: ..... Address: .....  Aadhar No.: ..... Mobile No.: .....	<b>Second Allottee:</b> Signature: ..... Name: ..... Address: .....  Aadhar No.: ..... Mobile No: .....
<b>Witnesses:</b> Signature: ..... Name: .....  Aadhar No.: ..... Mobile No.: .....	<b>Promoter:</b> Signature: ..... Name: ..... M/s [ ..... ] Sign. Auth. Mr. [ ..... ]

For [ ..... ]

**Main Allottee**

**Co- Allottee**

**Authorized Signatory**

Address: .....	Address: [ ]
.....	
.....	
Aadhar No.: .....	Aadhar No.: [ ]
Mobile No.: .....	Mobile No: [ ]

**Schedule A - Description of the Unit and the garage / covered parking (if applicable) along with boundaries in all four directions.**

**Schedule B - Floor plan of the Unit.**

**Schedule C – Payment Plan**

**Schedule D – Specifications, Amenities, Facilities, which are part of the Unit.**

**Schedule E - Specifications, Amenities, Facilities, which are part of the Project.**

The schedules to this Agreement shall also be agreed to between the parties, the parties to the Agreement signing the same in the same manner as the main Agreement.

For [ ]

**Main Allottee**

**Co- Allottee**

**Authorized Signatory**