

AGREEMENT FOR SALE/SUB LEASE

This Agreement for Sale/Sub lease ("Agreement") executed on this _____ day of _____, _____,

BY AND BETWEEN

M/s. Sam India Abhimanyu Housing, a Partnership Firm duly registered under the Partnership Article 46 having its registered office at **Plot No. GH-02 Sector-16 C, Greater Noida (West) Gautam Buddh Nagar UP -201318** (PAN- _____) and represented by its authorized signatory _____ s/o Shree _____ R/o. _____ . Authorized vide board resolution dated _____ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

Mr./Mrs. _____

(PAN: _____)

Mr./Mrs. _____

(PAN: _____)

Hereinafter called the "**Allottee**" (which expression shall unless/repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

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) and the rules made thereunder, including the applicable Real Estate (Regulation and Development) Rules, 2016 for the State of Uttar Pradesh and such amendments, enactments, modifications including orders, regulations, circulars, and notification issued by the Government Authority from time to time.
- b. "**Agreement**" means this Agreement for Sale / Sub Lease including its schedules, recitals and terms and conditions for the allotment of Apartment in the Project and any amendments from time to time as may be mutually executed by and between the parties hereto in writing.
- c. "**Apartment**" means the residential flat allotted to the Allottee, details of which have been set out in Recital-H and Para 1.1.
- d. "**Apartment Act**" means Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and rules made thereunder.
- e. "**Authority**" means Uttar Pradesh Real Estate Regulatory Authority.
- f. "**Association**" means the association of apartment owners of the Project formed by the Promoter under relevant provisions of Apartment Act.
- g. "**Association of Total Project**" means the association of apartment owners of the Total Project, comprising members of all Associations formed for each phase/project of the Total Project.

Promoter

Allottee(s)

- h. **"Booking Amount"** means- an amount equivalent to 10% (Ten percent) of the Total Price payable by the Allottee for the Apartment.
- i. **"Building"** shall have the meaning as ascribed to it in Recital H hereof.
- j. **"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%.
- k. **"Carpet Area"** shall have the meaning as ascribed to it in the Act and/or Rules framed thereunder.
- l. **"Common Areas"** shall have the meaning as ascribed to it in Recital H hereof.
- m. **"Force Majeure"** shall have the same meaning as ascribed to it in Para 7.1 hereof.
- n. **"Government"** means the Government of Uttar Pradesh.
- o. **"Interest"** shall have the meaning as ascribed to it in Para 1.7.
- p. **"Limited Common Areas and Facilities"** shall have the same meaning as defined in the U.P. Apartment Act and as declared in deed of declaration submitted before the competent authorities.
- q. **"Maintenance Agreement"** means the agreement to be executed between the Maintenance Agency and the Allottee / Association / Association of Total Project for maintenance of the Common Areas and facilities in the Project / phases thereof by the Maintenance Agency.
- r. **"Maintenance Agency"** shall have the meaning as ascribed to in the Para 11.3 hereof.
- s. **"Para"** means a Para of this Agreement.
- t. **"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.
- u. **"Project"** means the group of the Buildings/ Towers out of the Total Project and other areas, amenities & facilities as more clearly detailed and depicted in Exhibit-1.
- v. **"Payment Plan"** shall have the meaning as ascribed to in Para 1.4.
- w. **"Rules"** means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- x. **"Reserved Car Parking Space(s)"** means car parking space(s) reserved for the Allottee for car parking space as set out in Recital of this Agreement.
- y. **"Regulations"** mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- z. **"Said Land"** means the land as defined in Recital A
- aa. **"Section"** means a section of the Act.
- ab. **"State"** means the state of Uttar Pradesh.

- ac. "Super Area" is (i) the entire area of the said apartment enclosed by its periphery walls, including half of the area under common wall between two flats, and full area of walls in other case; area under columns, cupboards, window projections and balconies; and (ii) proportionate share of service area to be utilized for common use of facilities, including but not limited to lobbies, staircase, circulating areas, lifts shaft, passage, corridors, stilts, lift machine room, area for water supply, arrangement, maintenance, office security/fire control room etc. common use of facilities, including but not limited to lobbies, staircase, circulating areas, lifts shaft, passage, corridors, stilts, lift machine room, area for water supply, arrangement, maintenance, office security/fire control room etc.
- ad. The above definition of Super Area is only for commercial reasons and the same would not be questioned in future by the Allottee(s). The sale price and maintenance charges are payable on the basis of Carpet area.
- ae. It is specifically made clear that the computation of Super Area of the Said Apartment does not including the following:
- i. Sites for shops.
- ii. Sites/Buildings/Area of Community facilities/Amenities like Club/Community Centers, School, Creach, Health Centers, Milk booths, Police Posts, Electric Sub-Station etc.
- iii. Roof/top terrace above-apartments excluding exclusive terraces allotted to apartments/Penthouses.
- iv. Covered/Open Car Parking Area within/around Building for Allottee(s) /Visitors of the said Project/ Total Project.
- af. "Total Price" shall have the meaning as ascribed to it in Para 1.2.
- ag. "Total Project" shall have the meaning ascribed to it in Recital B and depicted in the plan attached as Exhibit-2.

WHEREAS:

- A. M/s Sam India Abhimanyu Housing is absolute and lawful owner of lease hold land situated at Plot No GH- 02, Sec 16C, Greater Noida West, District Gautam Budh Nagar, Uttar Pradesh, admeasuring _____ sq. Mtr. and which has been allotted by the Greater Noida Industrial Development Authority (here in after referred to as "**GREATER NOIDA AUTHORITY**") vide lease deed dated _____ (herein after referred to as "Project Land"), The Lease Deeds have been registered with the Sub Registrar, Sadar, Greater Noida, Gautam Budh Nagar, as Registered Document No 23733 Vol No 7589, Book No 1 on pages number 135 to 172 as on 25.11.2010. Out of Total Area of the said land admeasuring 101264 Sq. Mtr. of the total project, the said Project - **PALM OLYMPIA**__ is being developed on the land admeasuring ___ Sq. Mtr.
- B. The said Project Land is earmarked for the purpose of building a [commercial/residential/ Nursing home/ School] project. The Said project comprises of Multistoried Apartment buildings, Commercial Block, Club, Nursing Home and School Building and other amenities and said project shall be known as "Palm Olympia" (hereinafter referred to as "**TOTAL PROJECT**").
- C. The Promoter proposes to develop the Total Project in a phase wise manner and the Multistoried Apartment buildings, Commercial Block, Club, Nursing Home and School Building Common Areas, amenities and facilities proposed to be developed in the Project (PALM OLYMPIA), are as more clearly described and depicted in the layout plan attached hereto as **Exhibit-1**;
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the land parcel on which the Project is to be constructed have been completed.
- E. The Uttar Pradesh Pollution Control Board has granted the commencement certificate to develop the Project vide approval dated 26.05.2023 bearing Registration Ref _____/UPPCB/**GREATERNOIDA (UPPCBRO)/CTE/GREATER NOIDA/_____**.

Promoter

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- F. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the apartment or building, as the case may be, from Greater Noida Industrial Development Authority, Uttar Pradesh. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- G. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Uttar Pradesh Real Estate Regulatory Authority at Greater Noida, District Gautam Buddha Nagar, U.P. on _____2024 under Registration No. UPRERA_____.
- H. The Allottee, after examining and checking the right, title, location, permissions and approvals, features, specifications, and limitation in the said Land, Total Project and the Project to be developed by the Promoter and after being fully satisfied, had applied for an apartment in the Project vide application dated _____2024 and has been allotted apartment No. (TOWER NAME)-_____ having Carpet Area of _____ Sq.ft. (Sq.mtr.) type 3 BHK+4T+STUDY(_____ Sq. Ft.), on ___th Floor in TOWER-(TOWER NAME) ("Building") along with covered parking, as permissible under the applicable law and pro rata share in the common areas ("Common Areas") as defined under clause (1) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and as per deed of declaration submitted before the concerned authority (hereinafter referred to as the "Apartment" more particularly described in Schedule-A and the floor plan of the apartment is annexed hereto and marked as Schedule-B).
- I. The Promoter has informed, and the Allottee after having fully acquainted himself with the aforesaid facts has clearly understood and accepted, the rights of the Promoter in the Project and the said Land. The Promoter has clarified, and the Allottee has clearly understood, that the layout plan of the Project and Total Project depict the various residential areas, commercial areas, other structures & facilities & amenities which are proposed to be developed in phases. The Allottee has also understood that the construction, structures, facilities and amenities and their earmarked uses in other phases of the Total Project may be modified / amended by the Promoter in accordance with the approvals received/to be received from GNIDA/DTCP and other competent authorities, at any stage, as per applicable laws, to which the Allottee shall have no objection, and such changes shall be binding on both the Parties.
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project and Total Project.
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- M. 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 Apartment and the covered parking (if applicable) as specified in Para H.

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

1. **TERMS:**

1.1 **Description of Apartment**

- i. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell/ sub-lease to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in Para H. A brief description of the Apartment is attached as Schedule-A:

Promoter

Allottee(s)

ii. Both the parties confirm that they have read and understood the provisions of Section-14 of the Act.

1.2 The Total Price for the Apartment based on the Carpet Area is **Rs_____/- Rupees**
_____ Only ("Total Price"). The breakup of total price is provided in **Annexure-1**.

i. The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Apartment.

ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of offer for handing over the possession of the Apartment to the Allottee after obtaining the occupancy certificate / part occupancy certificate for the building:

Provided that in case there is any change/modification in, or 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.

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.

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 in the Payment Plan [Schedule-C]. In addition, the Promoter shall provide to the Allottee the details of the taxes, charges, fees, levies etc., paid or demanded along with 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 Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring in the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, Maintenance Charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment in the Project, as more clearly detailed in Annexure-1 attached hereto.

v. While calculating the cost of construction, promoter have not considered the GST paid/ Payable on input material and services as part of Construction cost and the sale price, is derived after taking adjustment of GST input credit against GST output liability on sale proceeds.

1.3 **Escalation Free Price**

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charge and any other cost, charges, levies, fee etc., payable to the competent authority and/or any other increase in charges which may be levied or Imposed by the competent authority from time to time including without limitation enhancement of compensation payable to the farmer(s) for acquisition of their land by relevant land acquiring/ land allotment authority or for any other reason. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development fee, cost, charges, 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,

Promoter

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which shall only be applicable on subsequent payments, and the demand made by the Promoter to the Allottee on proportionate basis with regard to development charges, cost, charges, fees, levies, etc. shall be final and binding on the Allottee.

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 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.

- i. The Allottee agrees that any 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 Apartment, demanded by the competent authority, whether retrospectively or prospectively, after the date of offer for taking over possession of the said Apartment has been given by the Promoter to the Allottee, the same shall be paid by the Allottee to competent authority on demand, without any recourse to / liability on the Promoter. However, in the event 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.
 - ii. The Allottee agrees that if the development charges, taxes, cost, charges, fees, levies, etc. /increase thereof is not paid, 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 levy interest, penalty and/or cancel the allotment and terminate this Agreement.
 - iii. The Allottee also agrees that if deemed necessary by any provision of the existing and future laws, guidelines, directions etc. of any government authority or the competent authorities made applicable to the said Apartment / Project or any phases in the Total 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, 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 the 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.
 - iv. The Allottee also agrees that the Promoter may modify, delete, improve any specification and/or facilities as mentioned in this Agreement 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 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.
- 1.4 The Allottee shall make the payment as per the payment plan set out in Schedule-C (“_____”). In the event of delay in payment of any installment by the Allottee, the Allottee shall be liable to pay Interest to the Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the Rules.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at such rates may be determined by the Promoter for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

Promoter

Allottee(s)

- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule-D and Schedule-E in respect of the Apartment or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act or as per approvals/instructions/ guidelines of the competent authorities:

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.

- 1.7 The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate / part occupancy certificate (as applicable) * for the building is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the Rules ("Interest"), from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan [Schedule- C]. Provided that if increase in the Carpet Area of the Apartment is more than three percent of the Carpet Area of the Apartment, then the Allottee may choose to either pay within 30 (thirty) days of the demand notice being issued to the Allottee towards such increase or cancel the allotment. In case of cancellation of allotment under this Para, the Allottee shall be entitled to refund of entire monies paid by the Allottee to the Promoter along with Interest after (i) Deducting the taxes paid by the Allottee towards the Apartment and (ii) execution and registration of a Cancellation Deed for cancellation of the allotment. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in Para 1.2 of this Agreement.

- 1.8 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall, upon execution of the conveyance deed/ sub-lease deed, have the right to the Apartment as mentioned below:

- i. The Allottee shall have exclusive ownership of the Apartment.
- ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. The use of Common Areas and facilities by the Allottee shall be subject to timely payment of Maintenance Charges and the compliance of applicable rules and regulations and upon terms and conditions mentioned in the Maintenance Agreement. The use of Common Areas and facilities shall be subject to such rules and regulations as are prescribed by the Promoter or Association or Association of Total Project which shall be followed by the Allottee and other occupants of the Apartment. It is clarified that the Promoter shall hand over the Common Areas to the Association or Association of Total Project or the competent authority as the case may be after duly obtaining the occupancy certificate for the Total Project from the competent authority as provided in the Act.

iii. That the computation of the Total Price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges (as per Para 11 etc.) and includes cost for providing all other facilities; amenities and specifications to be provided within the Apartment in the Project, as more clearly detailed in Annexure-1 attached hereto.

iv. The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case may be, subject to pre appointment at least one week prior to the visit.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with Reserved Car Parking Spaces Covered/Mechanical (if allotted) shall be treated as a single indivisible unit for all purposes. It is agreed that the Total 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. It is clarified that Total Project's facilities and amenities, other than declared as independent areas or Limited Common Areas and Facilities in deed of declaration to be filed by the Promoter under the U.P. Apartment Act, shall be available only for use and enjoyment of the allottees.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11 The Allottee has paid a sum of **Rs. _____/- (Rupees _____ Only)** towards Booking Amount being part payment towards the Total Price of the Apartment 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 Apartment as prescribed in the Payment Plan [Schedule-C] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable by him under this Agreement, he shall be liable to pay Interest.

1.12 Exclusions from the scope of this Agreement:

i. It is clarified that the Allottee shall not have any ownership right on the areas declared as independent areas or Limited Common Areas and Facilities in the declaration filed by the Promoter under Apartment Act, and the right to use such independent areas and Limited Common Areas and Facilities shall be limited to the allottee(s) who have been specifically authorized to use such independent areas/Limited Common Areas and Facilities. The Promoter shall be entitled to regulate the usage of the independent areas and Limited Common Areas and Facilities and dispose the same as it may deem fit.

ii. The Allottee agrees and understands that certain portions of the said Land are earmarked for the provision of residential areas, commercial premises/buildings/offices/nursery school/nursing home, Facilities and

amenities, which is, or may be, approved in the layout plan of the Total Project by the GNIDA / Government Authority (ies). The Allottee acknowledges and agrees that he/she/it has not paid any amount towards such facilities, amenities, areas, etc. and as such shall not have any ownership right and title in any residential areas, commercial premises/buildings, facilities and amenities, constructed or developed on the said Land and Total Project (including the Project), and that the Promoter shall be free to deal with and dispose of the same on such terms and conditions, as it may deem fit, including their usage and manner/method of use, disposal etc., creation of rights, in favor of any third party by way of sale, transfer, sub-lease, joint venture, collaboration or any other mode including transfer to government, semi-government or any other person.

- iii. The Allottee further acknowledges and agrees that he/she/it shall not have any right to interfere in / obstruct / hamper (i) the operation and management of these, residential areas, commercial premises/buildings/offices/nursery school/nursing home, facilities and amenities. as well as of independent areas in the Total Project, and/ or (ii) in creation of any third party rights by Promoter 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,(iii) The allottee agrees not to have any claim or right in any commercial premises or interfere in the matter of booking, allotment and sale of shops, commercial premises/spaces/ units/convenient shopping centers or in the operation and management of shops/ convenient shopping center, commercial premises / spaces/ building/ nursing home/ Nursing school etc.
 - iv. 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 Total Project and shall not be liable for any developments/progress outside the boundaries of the Total Project. It is also clarified all land(s) earmarked by the Promoter in the lay out plan as public roads, public streets (falling outside the periphery/boundary of the Total 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.
- 1.13 The Allottee understands and agrees that since the Project is a part of Total Project, which consist of several phases, the Promoter will be carrying out the development of other phases in the Total Project and there will be construction activities on the Said Land in future even after completion of said Project / offer of possession of the Apartment to the Allottee, and the Allottee undertakes (i) that it shall not at any time, create any hindrance/obstruction/interference in the construction and development of other phases/areas in the Total Project, and shall not object to the Promoter's development / construction or continuing with the development of the said Land in phases and other adjoining land as permissible, in any manner, and (ii) not object or raise any claim, demand, etc., towards any inconvenience faced by him due to such construction activities. Further, the Allottee shall have no right to withhold any payments (i) on account of inconvenience, if any, which the Allottee may suffer due to any development/construction activities or other incidental /related activities in the vicinity of the Apartment or anywhere else in the Project / other phases in the Total Project and/or (ii) on the ground that the infrastructure / facilities / amenities to be developed other phases of the Total Project are not completed.
- 1.14 The Allottee acknowledges and confirms that the Promoter has readily provided requisite information and documents to the Allottee for clarifying that the Project is a part of Total Project, which consist of several phases, and that several community and other facilities and amenities have been developed as part of phase(s) already developed by the Promoter or will be developed by the Promoter as part of subsequent phases, and that such facilities and amenities (i.e. facilities and amenities in other phases of the Total Project) will be available for use to the Allottee (along with other allottees / occupants of other parts of the Total Project). The facilities and amenities, which are proposed in subsequent phases, will be available for use to the Allottee (along with other allottees / occupants of the Total Project) only after completion of the respective phases in the Total Project. The use of Common Areas and other facilities and amenities in the Project and other phases of the Total 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 / Association of Total Project, from time to time, in this regard, and payment of maintenance charges, fees, etc.

1.15 The Allottee hereby further agrees that non-completion or non-operation of clubhouse, or any facility in the clubhouse or any other facilities to be developed in the Project and subsequent phases in the Total Project shall not be a ground for not taking possession of the said Apartment or withholding any payment. The Allottee further acknowledges and agrees that other phases in the Total Project and common areas, facilities, amenities in such phases will be developed by the Promoter, at its discretion, as per applicable and permissions and approvals laws. The Allottee confirms that he/she/it has booked the said Apartment in the Project basis the common areas, facilities and amenities to be developed in the Project, and in case there is any delay in development or failure of development of future phase(s) in the Total Project (including common areas, facilities and amenities in such future phases), the Allottee shall not make and claim, demand, etc., on the Promoter in this regard.

1.16 Reserved Car Parking space:

- i. The Allottee shall have right of usage in respect of Reserved Car Parking Space(s) Covered/Mechanical. 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 Apartment to the Allottee, subject to statutory rules and regulations.
- ii. The Reserved Car Parking Space(s) forming a part of the Apartment is bundled with and deemed to be part and parcel of the said Apartment and the same shall not be independent or detached from the said Apartment. The Allottee is/are aware that the Cost of Property does not include any charge towards right to use the one car park space and the same is being provided free of cost along with the Unit. The Allottee undertakes not to sell/transfer/deal with or part with possession of the reserved parking space independent of the said Apartment 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. The Allottee agrees and confirms that in the event of cancellation or resumption of the said Apartment 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 Apartment in any manner whatsoever.
- iii. It is clearly understood that the car parking space is a package deal with the sale of the flat/ dwelling unit. The promoter has explained and the applicants) has agreed that the specific area for the agreed car parking shall be decided at the time of giving of possession of flat to the Allottee including by the way of mechanical parking and further that the promoter shall have the right to decide the same in its exclusive discretion including the mode of allotment. It is further agreed that in case of an Allottee has been allocated additional parking, the car parking space may be allotted in the discretion of the promoter on back-to-back covered /mechanical parking and not by way of separate parking space for each car. That it is also agreed and acknowledged by the buyer that to meet the requirement of additional car parking space in the event of additional construction/expansion in view of the permission 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 flat as to be allotted parking granted herein.

- iv. The applicant acknowledges and confirms that the promoter has reserved its rights to allot/sell the un-allotted parking spaces further even after handing over the maintenance of the project to the A.A.O (Association of Apartment Owner). The A.A.O (Association of Apartment Owner) / Owner/ Allottee/Occupier of the flat shall not have any rights on un-allotted spaces.
- v. The Allottee understands and acknowledges that the service areas in the basement of the said Building, the Project and/or anywhere else in the Total Project which are reserved/earmarked by the Promoter for services, use by maintenance staff earmarked by the Promoter to house services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc., shall not be used by the Allottee for parking or any other purpose, of any nature whatsoever. All clauses pertaining to allotment, use, possession, forfeiture, cancellation etc., of the said Apartment shall apply mutatis mutandis to the Reserved Car Parking Space(s). The liability to pay for the Maintenance Charges as may be levied from time to time by the Maintenance Agency/ Promoter on such Reserved Car Parking Space(s) shall be the responsibility of and payable by the Allottee. Any violation of this condition shall be a breach of this Agreement by the Allottee.
- vi. 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.
- 1.17 The Allottee agrees and confirms that in the event allotment of the said Apartment 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 Apartment, without any interference or objection from the Allottee, irrespective of the fact that whether the Allottee has executed a cancellation deed and 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. The Allottee undertakes to keep the Promoter indemnified and harmless in this regard.
- 1.18 Club Membership of the Club/Community Building Referred to as by the marketing name 'Club Meridian' shall be free for all allottees. In addition to the total price, the Allottee shall also be liable to pay annual fees as well as usage charges in accordance with the usages and services availed by him/her/them in the club and shall be required to sign and execute necessary documents for the membership of the club which shall contain the detailed terms and conditions of membership of the club and shall also be bound by the same. The Allottee understands and confirms that the Allottee shall be entitled to use the club facility only if the Allottee pays the annual/monthly club charges as may be applicable from time to time. The promoter may operate the club itself or transfer its operations to any competent agency, on the terms and conditions as the promoter may deem fit proper at its sole discretion. Further the Allottee understands and confirms that the area and the facility of the club is an independent area.

2. **MODE OF PAYMENT:**

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule-C] through A/c Payee cheque/demand draft/ bankers' cheque in favor of "_____ " payable at Greater Noida or online payment (as applicable).
- 2.2 For all payments through A/c Payee cheque / demand draft / bankers' 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.
- 2.3 All the payments to be made by the Allottee shall be subject to realization of Cheque/ Demand draft etc. In case of dishonor of any Cheque/Demand draft due to any reason whatsoever, the same shall amount to non-payment and shall constitute a default under this Agreement. In such an eventuality, without prejudice to the right and remedies available to the Promoter, the Promoter shall be entitled to and the Allottee shall be liable to pay the equivalent cheque amount along with the delayed interest and applicable bank charges to the Promoter. In case of first time of cheque being dishonored, a sum of Rs.500/- (Rupees Five Hundred Only) would be debited to the Allottee account in addition to the bank charges. In the event of subsequent dishonor, a sum of Rs.1000/- (Rupees One Thousand Only) would be debited to the Allottee's 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.
- 2.4 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.
- 2.5 The Allottee further agrees that except as specifically expressed under this Agreement, the Promoter is not required to send reminder/notices to the Allottee in respect of the payment obligations and other obligations of the Allottee as set out in this Agreement to be met by the Allottee, and the Allottee is required to adhere to the timelines and comply with all its obligations on its own.
- 2.6 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 sale consideration and cost of construction 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. 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-16 B. 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.

Promoter

Allottee(s)

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

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

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

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

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. The Promoter will be entitled to adjust and appropriate the amount paid by the Allottee first towards 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 upon him.

5. **TIME IS ESSENCE:**

5.1 The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the Association of Total Project or the competent authority, as the case may be.

5.2 Similarly, the Allottee agrees that the timely payment of installments of the Total Price and other charges and performance of its obligations by the Allottee is essence of this Agreement as any delay would hamper the development of the Apartment, the Project and other phases in the Total Project, therefore the Allottee shall make timely payments of the installment and other dues payable by him/her as per timelines provided in Payment Plan [Schedule-C]and meeting the other obligations under the Agreement subject to the completion of construction by the Promoter as per construction schedule.

6. **CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, 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 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 GNIDA and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act or as per approvals/instructions/guidelines of the competent authorities, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment -

- i. The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee is the essence of the Agreement. The Promoter assures to make an offer for hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on or before **30- April 2028**, unless there is delay or failure due to war, flood, drought, fire, pandemic, cyclone, earthquake or any other calamity caused by nature and / or orders by any Court or other competent authorities, tribunal, commission, board etc., Government policy, guidelines, bye laws, decisions, etc. or for any unforeseen reason beyond the control of the Promoter, affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.
- ii. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within one hundred and twenty (120) days from that date or such other extended period as may be 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 this Agreement. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. The Allottee agrees that he/she/it/they shall not have or make any claim against the Promoter or otherwise except for refund of money paid by the Allottee. Since the Total Project is developed in phases, it will be the duty of the Promoter to maintain those common areas and facilities which are not complete and handover all the Common Areas and facilities to the Association of Total Project once all phases are completed. The Promoter shall not charge more than the normal Maintenance Charges as defined in Para11 from the Allottee.
- iii. Any delay whatsoever be the reason, in issuance of the occupancy certificate/ part occupancy certificate after the application for obtaining the same has been submitted by the Promoter to the competent authority, shall not be considered as any delay on account of the Promoter. The date of applying the occupancy certificate/ part occupancy certificate shall be presumed as the date of completion of construction.

7.2 Procedure for taking possession -

- i. The Promoter, upon obtaining the occupancy certificate / part occupancy certificate (as applicable) of the building from the competent authority, shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement, to be taken within 02 (two) months from the date of issue of such occupancy certificate / part occupancy certificate (as applicable).

Promoter

Allottee(s)

- ii. The Allottee shall be required to complete their full and final settlement and clear all pending dues, amounts, installments, charges, interest, etc. (as provided in the offer for handover of possession); within a period of 2 (two) months from the date of offer of handover of possession given by the Promoter. After signing of check list and full and final payment of all pending dues, amounts, installments, charges, interest, etc. by the Allottee, the Promoter will commence the fit-outs in the said Apartment.
- iii. The process of fit-outs of the Apartment generally takes a period of 60 days from the date of full and final payment by the Allottee. However, the same will be done on first come first basis, and the period of completion of fit-out activities may vary accordingly, but in no case, it shall take more than 90 days. On or before completion of fit-outs, the Allottee will be issued a notice for purchasing requisite stamp duty and registration fee and execution of conveyance deed/ sub-lease deed.
- iv. The Allottee shall deposit the applicable stamp duty and registration fee within a period of 30 days from the date of notice by the Promoter. The Process of execution and registration of Conveyance deed / sub-lease deed may take 15 days from the date the Allottee deposits with the Promoter applicable stamp duty and registration fees along with completion of all document formalities required for registration of sub lease deed, which shall also be done on first come first serve basis. The physical possession of the said Apartment will be handed over to the Allottee simultaneous to the execution and registration of the said conveyance deed/ sub-lease deed of the said Apartment in favor of the Allottee.
- v. The taking over of the possession by the Allottee shall be an acceptance by the Allottee that the Apartment 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.
- vi. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, and documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association / Association of Total Project, as the case may be. The Promoter shall hand over the occupancy certificate / part occupancy certificate (as applicable) of the Apartment, as the case may be, to the Allottee at the time of conveyance / sub-lease of the same.

7.3 Failure of Allottee to take Possession of Apartment

- i. Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings, Maintenance Agreement and such other documentation as prescribed in this Agreement and by making all the payments to the Promoter of all charges, Interest, dues etc., as specified in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such Allottee shall be liable to pay to the promoter holding charges at the rate of Rs.____/- per month per Sq.ft. of Carpet Area of the Apartment for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Para 7.2.
- ii. 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 (Six) 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.

Promoter

Allottee(s)

7.4 Possession by the Allottee: -

After obtaining the occupancy certificate / part occupancy certificate (as applicable) for the Building the Promoter shall hand over the physical possession of the Apartment to the Allottees, as per Para 7.2. Further, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including those relating to the Common Areas, to the Association / Association of Total Project or the competent authority, as the case may be, as per the Applicable Law, after obtaining the completion certificate / part completion certificate for the Total Project:

7.5 Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to cancel the allotment of the said Apartment, terminate this Agreement in respect of the said Apartment and forfeit the

- i. Booking Amount paid for the allotment,
- ii. Interest liabilities on delayed payment payable by the Allottee
- iii. And interest / costs paid by the Promoter in respect of brokerage paid/payable by the Promoter and statutory payments namely, GST, Service Tax, etc. paid by the Allottee. The promoter shall return 50% (fifty percent) of the balance amount of money paid by the Allottee within 45 (forty- five) days of such cancellation/withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Apartment or at the end of one year from the date of cancellation/withdrawal by the Allottee, whichever is earlier. The promoter shall inform the previous allottee the date of re- allotment of the said Apartment and also display this information on the official website of UP RERA on the date of re-allotment.

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

7.7 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a 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 Allottee/s, 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 Apartment, with Interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

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

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

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

- 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 and is in absolute, actual, physical and legal possession of the land on which the Project is being undertaken.
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- iii. The said land and the project is financed and hypothecated with NIL.
- iv. There are no litigation pending before any court of law or authority with respect to the said land, project or the apartment.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment 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 Law in relation to the Project, said Land, Building and Apartment and Common areas.
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- vii. The Promoter has not entered into any agreement for sale/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 Apartment which shall, in any manner, affect the rights of Allottee under this Agreement.
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- ix. At the time of execution of the conveyance deed / sub-lease deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee. The Common Areas will be handed over to the Association of Total Project or the competent authority, as the case may be, after completion of all the phases in the Total Project and issuance of completion certificate for the Total Project.
- x. The said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment.
- xi. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the occupancy certificate /part occupancy certificate(as applicable)* for the Building has been issued and offer of possession of Apartment The Common Areas (equipped with all the specifications, amenities and facilities) shall be handed over to the Association or the Association of Total Project or the competent authority as the case may be after issuance of occupancy certificate for the Total Project.
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

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

- i. The Allottee has the power to execute, deliver and perform his obligations under this Agreement 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.
- ii. This Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms on the Allottee.
- iii. The execution, delivery and performance by the Allottee of this Agreement 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 applicable law applicable to the Allottee or any contract or 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.

9. **EVENTS OF DEFAULT AND CONSEQUENCES:**

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

- i. Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate / part occupancy certificate, as the case may be, for the building has been issued by the competent authority.
- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

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

- i. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee shall be required to make the next payment without any Interest; or
- ii. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with Interest (i.e., interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the Rules) within forty- five days of receiving the termination notice:

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

Promoter

Allottee(s)

- 9.3 The Allottee shall be considered under a condition of Default on the occurrence of the following events:
- i. In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay Interest to the promoter on the unpaid amount from the due date of first demand at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit.
 - ii. In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favor of the Allottee and refund the money paid to him by the Allottee by deducting the (i) Booking Amount, (ii) interest liabilities on delayed payment payable by the Allottee and (iii) and interest / costs paid by the Promoter in respect of brokerage paid / payable by the Promoter and statutory payments namely, GST, Service Tax, VAT, etc. paid by the Allottee and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

- 10.1 The Allottee agrees that on receipt of Total Price of the Apartment as per Para 1.2 along with other charges, costs, payments, interest, deposits, securities, etc. under the Agreement and subject to Para 7.2, the Promoter shall execute a conveyance deed / sub- lease deed to the Allottee and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within:
- i. 3 months from the date of issuance of the occupancy certificate / part occupancy certificate, as the case may be, for the building, or
 - ii. Such other time as may be prescribed under applicable laws,
 - iii. As per timelines agreed herein in preceding paras, whichever is later. Until a conveyance deed / sub lease deed is executed and registered in favor of the Allottee, the Promoter shall continue to be owner of the Apartment.
- 10.2 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 the sub-lease deed / conveyance deed of the said Apartment. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 and the Registration Act, 1908. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed / sub-lease deed in his/her favor till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

- 11.1 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 / Association of Total Project upon the issuance of the occupancy certificate / part occupancy certificate, as the case may be, of the Project. The cost of such maintenance for 1 (one) year from the date of offer for handing over the possession of the Apartment to the Allottee has been included in the Total Price of the Apartment.
- 11.2 However, if the Association is not formed within 1 year of issuance of occupancy / part occupancy certificate, as the case may be, the promoter will be entitled to collect from the Allottee amount equal to the amount of maintenance disclosed in Para 1.2+10% (Ten Percent) in lieu of price escalation for the purpose of the maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charge to Association of Total Project once it is formed. It is clarified that in the event the Association is formed within the said 1 year period, but the Association fails to take handover of the Common Areas from the Promoter, for any reason whatsoever, 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.

- 11.3 Till the time the Association / Association of Total Project take handover of the said Common Areas as envisaged in the Agreement or prevalent laws governing the same ,the Promoter shall have a right to appoint any agency for undertaking the maintenance services in the Project (“Maintenance Agency”) as it may deem fit, and the Promoter or the Maintenance Agency appointed by it has right to recover applicable maintenance charges (as per Para 11.2 above) and other charges as set out in the Maintenance Agreement.
- 11.4 The Allottee undertakes to join the Association and pay any 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 Total Project if and when formed by the Promoter or its nominee(s) for a part or whole of the Total Project. The Allottee 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 / Total Project.
- 11.5 The terms and conditions relating to maintenance services, use of Common Areas and facilities, payment of Interest Free Maintenance Security Deposit, sinking fund, Maintenance Charges, etc. shall be as set out in the Maintenance Agreement.

12. DEFECT LIABILITY:

- 12.1 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 this Agreement relating to development of the Project, excluding defect/s caused by normal wear and tear and/or by the negligent use of the Apartment by the Allottee /occupants, use without proper maintenance / AMC, act of god, vagaries of nature, superficial cracks, etc., is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the promoter to given possession to the Allottee, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 180 (one hundred and eighty) days, and in the event of Promoter’s failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- 12.2 The Allottee acknowledges that there are several products /equipment /services to be provided by third party (for example lifts, ac, wardrobes, Modular Kitchen, Fans, Lights, Transformer, D.G. unit, Pumps, Motors, Electrical Panels, Hardware, Sanitary / CP Fittings etc.), and the warranty and guarantee provided by the respective third party in respect of such products, equipment and services, will be available to the Allottee as per the products/equipment /services specifications, and the Allottee can approach such third parties directly for such warranty or guarantee claims. The Promoter shall not be responsible for warranty or guarantee for any products/ equipment / services provided in the Apartment and/or Project by any third party.
- 12.3 The Allottee also agrees that for several products, equipment’s, machines etc., provided in the Project including but not limited to DG Sets, lifts, etc., require proper preventive periodical maintenance. The Promoter shall also not be liable in case there is any default in the proper maintenance of these products, equipment’s, machines etc.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/ Maintenance Agency/Association / Association of Total Project shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter, Association, Association of Total Project and/or Maintenance Agency to enter into the Apartment 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.

14. **USAGE:**

- 14.1 Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Palm Olympia PH 2 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 / Association of Total Project formed by the allottees for rendering maintenance services.
- 14.2 The use of the said Apartment by the Allottee shall be subject to strict compliance of the rules/code of conduct as may be formulated and determined by the Promoter/Maintenance Agency for such occupation/usage. Further, the Promoter/ Maintenance Agency reserves the right to modify/amend the rules/code of conduct and such modifications/changes shall be binding on the Allottee along with other occupants in the Building and Project.
- 14.3 The Allottee hereby confirms to have read and understood the terms and conditions of the Principal Lease Deed dated 28.07.2010 executed with GNIDA, and to observe the terms and conditions of the as applicable to the Allottee/Apartment. The Allottee also undertakes not commit any act or omission and/or use the Apartment in any manner, which may result in breach of any terms or condition of the Principal Lease Deed.
- 14.4 The Apartment shall be used for residential purposes only. The Allottee undertakes not to (i) use the said Apartment or permit the same to be used for any purpose which is e restricted / prohibited., or (ii) use the for any illegal or immoral purposes, and / or (iii) do or cause to be done any act/omission which may cause nuisance, damage, annoyance or inconvenience to the occupiers of adjoining Apartments/areas. Any change in the specified usage of the Apartment, 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 the breach of terms and conditions of this Agreement.
- 14.5 The Allottee shall not use the Apartment in a manner that may cause noise pollution, nuisance or annoyance to other apartment owners or residents of the buildings / towers of the Project; or to do or permit anything to be done in or around the Apartment which tends to cause damage to any flooring or ceiling or services of any apartment over, below, adjacent to the Apartment or 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.
- 14.6 The Promoter/Maintenance Agency shall not be liable for theft, pilferage or misplacement of any material, fixtures, fittings or equipment kept/installed by the Allottee at the said Apartment and/or any accident or injury caused or occasioned to the Allottee, its visitors or any employee or the workers engaged by the Allottee.
- 14.7 The Allottee shall be solely responsible in respect of any penal action, damages or loss in this regard and the Allottee shall indemnify and keep the Promoter /Maintenance Agency harmless in respect breach of its obligations contained under this Agreement including this Para 14.

15. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment 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 Apartment, or the staircase, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, 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.

- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign- board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the building or anywhere on the exterior of the Project / Total 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 Apartment 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 Apartment.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association / Association of Total Project and/or Maintenance Agency appointed by Association / Association of Total Project. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 Upon handing over Apartment, the Allottee shall not make any structural alterations to the Apartment and/or effect any change to the plan or elevation and shall not enclose the balconies attached to the Apartment. The Allottee shall not demolish the said Apartment 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 Apartment or any part thereof.
- 15.5 The Allottee shall not:
- i. Sub-divide the said Apartment, sink any bore-well or dig any well in the Project and shall keep the surrounding areas of the Apartment neat and clean.
 - 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.
 - 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.
 - 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.
 - v. create any encroachment on the Common Areas or any part thereof or
 - vi. Keep battery, invertors/petrol, kerosene, generators, flowers, vessels, air conditioners, coolers etc. in the stairs or entrance or road or parking places.
 - 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.
- 15.6 The Allottee agrees and confirms that any non-observance of the provisions of this Para shall entitle the Promoter and/or the Maintenance Agency, to enter the Apartment, if necessary and remove all non- conforming fittings and fixtures at the cost and expense of the Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.7 The Allottee hereby agrees that allotment of Apartment 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 government authorities as may be applicable to the said Apartment and carry out, from time to time, after offer of possession of the Apartment, all the requirements, requisitions and demands that have been notified from time to time by the municipal authority/government authority or any other competent authority in respect of the Apartment. The Allottee further undertakes to be responsible and liable for any personal/individual action which would be in violation/deviation of the sanctioned plan, layout, building byelaws, guidelines etc. of the government authority as may be applicable to the said Apartment. 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.

- 15.8 The structure of the building may be insured against fire, earthquake etc. by the Promoter or 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 Apartment shall be insured by the Allottee at his/her/its own cost and expense. 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 Promoter or (b) cause increase in premium payable in respect thereof.
- 15.9 The Allottee shall comply with all legal requirements for purchase of the Apartment and shall sign all requisite applications, consents, declarations, NOCs, deeds, forms, affidavits, undertakings etc. as may be required for the purpose by the Promoter/Association/MSA and/or as may be required by the Authority and under Applicable Laws.
- 15.10 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 Apartment. Thereafter the cost of the Insurance for the structure of the building would be payable by the Allottee on proportionate basis in addition to the Maintenance Charges. The Allottee shall be liable and responsible to take appropriate all risk insurance policy for all fixtures, fitting, assets, equipment's etc., inside the said Apartment.
- 15.11 The Allottee agrees that after handover of Apartment to the Allottee, the Allottee shall ensure that it is not in breach of any terms / conditions stipulated in the permissions and approvals granted in respect of the Project and Total Project including without limitation License, sanctioned plans, FIRE NOC / permission, green building permission, environment and pollution permission etc.,

16. **COMPLIANCES OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

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

17. **ADDITIONAL CONSTRUCTIONS:**

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

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 Said Project/ Total Project as permitted by the competent authorities

18. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Apartment/Building 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 Apartment/Building.

Notwithstanding the above 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 favor 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 finance. However, the Apartment shall be released of all such mortgages and encumbrances created by the Promoter before the execution and registration of Sale Deed/Conveyance Deed / sub lease deed in favor of the Allottee(s).

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

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

Promoter

Allottee(s)

20. **BINDING EFFECT:**

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

21. **ENTIRE AGREEMENT**

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

22. **RIGHT TO AMEND:**

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

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

23.1 The Allottee may transfer/assign/endorse this Agreement or any interest in this Agreement and nominate any other person/ body corporate in its place in respect of the said Apartment, as may be permitted by the Promoter subject to:

- i. Receipt of written request from the Allottee by the Promoter.
- 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.
- 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.
- iv. Signing/execution by the Allottee of such documents/applications as may be required by the Promoter.
- v. The Allottee obtaining no objection certificate / letter from the Promoter, Maintenance Agency and other competent authorities, as the case may be. The assignee / transferee agreeing to comply with all formalities in this regard and executing such other documents as may be required by the Promoter and
- vi. In case the transferor has secured any finance/loan against the Apartment from any financial institution/bank, a 'No Objection Certificate' from the financial institution/bank.

23.2 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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. **WAIVERS NOT A LIMITATION TO ENFORCE:**

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule-C] including waiving the payment of Interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

25. **SEVERABILITY:**

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

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

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

27. **FURTHER ASSURANCES:**

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

28. **RAISING OF FINANCE BY ALLOTTEE(S):**

28.1 The Allottee may obtain finance from any financial institution / bank but the Allottee's obligation to pay Total Price and other charges etc., for the Apartment pursuant to this Agreement, shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound by the terms of this Agreement, whether or not he has been able to obtain financing for the purchase of the Apartment. It is clarified that the liability and responsibility towards such financial institutions, banks etc., shall be the solely on the account of the Allottee.

28.2 Any loan facility from banks / financial institutions availed by the Allottee in respect of the said Apartment 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.

28.3 The Allottee understands and agrees that the Promoter shall always have the first lien / charge on the said Apartment for all unpaid dues and outstanding amounts payable by the Allottee, and the execution of conveyance deed / sale deed / sub-lease deed of the Apartment in favor 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 the Promoter.

28.4 The Allottee agree that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien or any mortgage/charge/security before or hereafter made/created by the Promoter in respect of the Project/ Total Project / said Land and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto 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 Apartment or performing all other obligations by the Allottee hereunder or be the basis of any claim against or liability of the Promoter.

28.5 The Allottee agrees that in the event of cancellation of the allotment of the said Apartment, termination of this Agreement and/or termination of the 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, and payment by the Promoter to the lending bank / financial institution shall be deemed to be the fulfillment of obligation of Promoter for refund of amount to the Allottee under this Agreement. The Allottee further agrees that it shall not create any hindrance, interference, claims, disputes etc., in respect of compliance by the Promoter with its obligations under the said tripartite agreement.

29. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office which may be mutually agreed between the Promoter and the Allottee, in 7 days after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Greater Noida , District Gautam Buddh Nagar Hence this Agreement shall be deemed to have been executed at Gautam Buddh Nagar.

30. **NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Mr. _____
S/O _____

M: _____

Mr. _____
S/O _____

M: _____

Promoter:

M/s. Sam India Abhimanyu Housing

Plot No. GH-02 Sector-16 C, Greater Noida (West) Gautam Buddh Nagar UP -201318 Email: _____@palmolympia.com

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

31. **JOINT ALLOTTEE(S):**

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

32. **RIGHT TO ASSIGN:**

The Allottee agrees and acknowledges that the Promoter reserves all its rights to assign all or any of its rights/ obligation towards development and construction of the aforesaid Project in favor 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.

33. **RIGHT TO JOIN AS AFFECTED PARTY:**

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. The Allottee agrees to keep the Promoter fully informed at all times in this regard.

34. **SAVINGS:**

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

35. **GOVERNING LAW:**

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

36. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled, as the case may be, through an Arbitrator appointed by the parties. The seat of arbitration shall be at Gautam Buddh Nagar, U.P and Courts at Gautam Buddh Nagar shall have jurisdiction.

IN WITNESS WHEREOF parties herein above named above set their respective hands and signed this Agreement for Sale/sub lease at Greater Noida in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

Signature _____

Please affix
photograph and
sign across the
photograph

Co- Allottee:

Signature _____

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:
PROMOTER:

(1) Signature Name Address

At on in the presence of:

At _____ on _____ in the presence of:

WITNESSES:

Signature _____

Signature _____

Name _____

Name _____

Address _____

Address _____

Promoter

Allottee(s)

EXHIBIT 1: LAYOUT PLAN OF THE PROJECT: PALM OLYMPIA _____

Promoter

Allottee(s)

EXHIBIT 2: LAYOUT PLAN OF THE TOTAL PROJECT: PALM OLYMPIA

Promoter

Allottee(s)

SCHEDULE-A: DESCRIPTION OF THE APARTMENT AND THE COVERED PARKING (IF APPLICABLE)

| | |
|------------------------------|------------------------|
| Apartment Number | |
| Tower Number/Building Number | |
| Apartment Type | |
| Floor No. | |
| Super Area (Sq.ft.) | |
| Super Area (sq.mtr.) | |
| Carpet Area (Sq.ft.) | |
| Carpet Area (sq.mtr.) | |
| Car Parking Space(s) | Single Covered Parking |

Promoter

Allottee(s)

SCHEDULE-B: UNIT PLAN & TYPICAL FLOOR PLAN OF APARTMENT

Promoter

Allottee (s)

SCHEDULE-B: UNIT PLAN & TYPICAL FLOOR PLAN OF APARTMENT

Promoter

Allottee(s)

SCHEDULE-C: PAYMENT PLAN
Construction Link Plan (CLP)

| Particulars | Percentage (%) |
|--------------------|-----------------------|
|--------------------|-----------------------|

SCHEDULE- D

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

Promoter

Allottee(s)

SCHEDULE- D

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

SCHEDULE – E: SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF PROJECT)

Promoter

Allotee(s)

Annexure-1 Breakup of Total Price

| Particulars | Amount | CGST | SGST | Total Amount |
|---|---------------|-------------|-------------|---------------------|
| Cost of Apartment | | | | |
| One Year Advance Maintenance (Rs. ____ Per Sq. ft.) | | | | |
| Total | | | | |

Total Price for the said Apartment (Rupees Two Crore Seventeen Thousand Five Hundred Ninety-Five Only):

* Maintenance Charges included in the Total Price have been arrived on the basis of current consumer price index (CPI) and prices of diesel, labour, consumables, etc., as applicable on the date of start of the Project. The Maintenance charges payable by the Allottee shall be payable on Cost + 10% basis, therefore the actual Maintenance Charges payable by the Allottee upon offer of possession shall be recalculated on the basis of then prevailing CPI and prices of diesel, labour, consumables, etc. Cost of insurance for the structure of the building is not included in the maintenance charges, it shall be recovered from the allottee/s at the time of handing over of the apartment on the basis of actual cost/quote received from the insurance provider.

** said charges/taxes/fees/levies etc. have been computed on the basis of prevalent rates as specified by the concerned authority/department and the same are subject to variation, in case of any change/modification by the concerned authority/department with prospective and/or retrospective effect.

Note:

1. Interest Free Maintenance Security Deposit (IFMS) @ Rs. ____/- (Rupees Fifty) per sq. ft. of Carpet Area, has not been considered in the Total Price specified above as it being a deposit and shall be demanded as per the provisions contained in the Maintenance Agreement.
2. The total price of the Unit includes one KVA of power back up. The Allottee is/are aware that the Cost of Property does not include any charge towards right to use the allotted car park space and the same is being provided free of cost along with the Unit.
3. All payments are to be made through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favor of "SIAH Collection A/C for Palm Olympia ____" payable at Noida/Delhi or such other account as may be communicated by the Promoter from time to time.
4. All payments are to be made after deducting TDS as may be applicable and at the rate specified by the concerned governmental body or appropriate authority from time to time. The Allottee is required to submit to the Promoter TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of tax so deposited, so that the appropriate credit may be allowed to the account of the Allottee.
5. Per Sq.Ft. /Sq. Mtr. rate is decided for basic sale price and PLC charges and GST is applicable over and above this rate/price. But if promoter has not charged GST from the Applicant or allowed a rebate/discount on account of GST and the same has been mentioned in price calculation, decrease if any in GST will be adjusted against such rebate/discount first and any reduction up to amount of rebate/discount no price reduction will be done in total price of the said apartment.
6. The cost, expenses, deposit and charges for obtaining electrical connection for the Project / Apartment, electric meter, water meter etc. cannot be identified as on date, and therefore such cost, expenses, deposit and charges will be charged from the Allottee on proportionate basis at the time of offer of possession of the Apartment to the Allottee. It is also clarified that the Allottee shall be responsible to pay to the Promoter, on proportionate basis, the amount to be deposited by the Promoter, Maintenance Agency, Association and/or Association of Total Project for getting bulk electricity connection for the Project / Total Project, as per demand raised by the Promoter, Maintenance Agency, Association and/or Association of Total Project, as the case may be.

Promoter

Allottee(s)

Further, in the event separate electricity connection is required to be obtained from the electricity department for the said Apartment, then the Allottee will be liable and responsible to pay requisite fees, charges, deposits etc., directly to the electricity department, or in case such fees, charges, deposits etc., are paid by the Promoter, then to repay to the Promoter the same as per demand raised by the Promoter. It is clarified that in the event Promoter, Maintenance Agency Association and/or Association of Total Project is required to provide any additional infrastructure, facility, equipment, material, service etc.(including but not limited to providing separate infrastructure, cables, wiring, etc., for providing power back up etc.), then Allottee shall also be liable to pay cost and charges for the same, as per demand raised by the Promoter, Maintenance Agency, Association and/or Association of Total Project, as the case may be.

It is also made clear that the Electrical installation / transformers / Gen. Sets / E.S.S. equipment's and cabling shall be designed with 60 % diversity factor therefore for 10000 KVA load only 6000 KVA capacity shall be provided. However, the liability of the Promoter to provide the load as per the maximum Average Demand of the Project per month therefore for 10000 KVA load only 6000 KVA capacity shall be installed.

Taxation particulars of the Promoter i.e., **M/s Sam India Abhimanyu Housing** are as under:

PAN No.: _____

GST Identification No.: _____

7. The cost of stamp duty, registration charges or other incidental charges will be borne and paid by the Allottee in addition to Total Price for the said Apartment.

Other Charges (One time Possession Charges) - To be paid by the Allottee at the time of offer possession, over and above the total cost of Apartment

| Particulars | Amount |
|--|---|
| Interest Free Maintenance Security Deposit | Rs. ____/- (Rupees Fifty) per sq. ft. of Carpet Area. |
| Electricity Meter Charges | At the time of possession |
| IGL Charges | At the time of possession |
| Club Uses Charges | At the time of possession |
| FTTH Charges | At the time of possession |
| Administrative Charges | At the time of possession |
| Electricity, Water and Sewerage Connection Charges | At the time of possession |
| Other Charges (if any) | At the time of possession |

Optional Facilities in the Project:

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

Form "B" (See Rule 6)

Undertaking by the person acquiring apartment (Under Section 10 (b) of the Uttar Pradesh Apartment) (Promotion of Construction, ownership & Maintenance) Act, 2010.

Office of the Competent Authority at Greater Noida.

Mr. _____ S/O Mr _____ R/O _____ and
Mrs. _____ W/O _____, residing at _____ Acquired
apartment no. **(TOWER NAME)**- _____ In the property PALM OLYMPIA _____ by way of gift, exchange, purchase
or otherwise or taking lease of an apartment from **M/S Sam India Abhimanyu Housing.**

I hereby undertake to comply with the covenants, conditions and restrictions subject to which said apartment
was owned by the aforesaid **M/S Sam India Abhimanyu Housing.**

Further, I shall be subject to the provisions of The Uttar Pradesh Apartment (Promotion of Construction, ownership
& Maintenance) Act, 2010.

Signature

In Presence of

1.

2.

Promoter

Allottee(s)

