

AGREEMENT FOR SUB-LEASE

This **Agreement for Sub-Lease**, together with the annexures referred herein (hereinafter referred to as "**Agreement**") is executed at Gautam Budh Nagar, on this [•] day of [•].

BY AND BETWEEN

IMPERIA STRUCTURES LIMITED (CIN:U45400DL2010PLC198791), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at A-25, Mohan Co-Operative Industrial Estate, New Delhi – 110044 and its corporate office at A-25, Mohan Co-Operative Estate, Mathura Road, New Delhi-110044 (PAN - AACCI2321R), represented by its authorized signatory, (Aadhaar No.) (PAN No.), authorized vide Board resolution dated, (hereinafter referred to as "**Developer**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns), of the **FIRST PART**;

AND

[If the Allotee is an Individual(s)]

Sole/First Applicant

Mr. / Ms., (Aadhaar No.:)
(PAN No.:), son of / daughter of / wife of, aged about, resident of,

Second Applicant

Mr. / Ms., (Aadhaar No.:)
(PAN No.:), son of / daughter of / wife of, aged about, resident of,

(hereinafter individually / jointly, as the case may be, referred to as "**Allotee(s)**" which expression shall unless repugnant to the context or meaning thereof, be deemed to include his / her / their respective legal heirs, executors, administrators, legal representatives, successors and assigns) of the **SECOND PART**;

*** to be filled up only in cases of joint Allotees.*

AND/OR

[If the Allottee is a Company]

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

AND/OR

[If the Allottee is a Partnership]

M/s, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at (PAN No.), represented by its authorized partner, (Aadhaar No:), authorized vide, hereinafter referred to as **"Allottee(s)"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their legal heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **SECOND PART;**

AND/OR

[If an Allottee is a Sole Proprietorship]

M/s, a sole proprietorship firm owned by....., having its principal place of business at, (PAN), represented by the said owner Mr. / Ms. (Aadhaar No. :), (PAN No.) hereinafter referred to as **"Allottee(s)"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their legal heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **SECOND PART;**

AND/OR

[If an Allottee is a HUF]

Mr., (Aadhaar No:) (Pan No:), son of
aged about years for self and as the Karta of the Hindu Joint Mitakshara Family known as..., HUF, having its place of business / residence at, (PAN No.) hereinafter referred to as "**Allottee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective legal heirs, executors, administrators and permitted assigns) of the **SECOND PART**;

[Please insert details of other Allottee(s), in case of more than one Allottee]

The Developer and the Allottee(s) shall hereinafter collectively be referred to as "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Government of Uttar Pradesh constituted the Taj Expressway Industrial Development Authority, vide GoUP Notification No. 697/ 77 – 04 – 2001 – 3 (N) / 2001, dated April 24, 2001 (the name was subsequently changed to Yamuna Expressway Industrial Development Authority (hereinafter referred to as "**YEIDA**") vide GoUP Notification No. 1165 / 77 – 04 – 08 – 65N / 08, dated July 11, 2008), under the U.P. Industrial Area Developmental Act 1976, presently having its principal office at 1st Floor, Commercial Complex, Block-P-2, Sector-Omega-1, Greater Noida, District Gautam Budh Nagar-201308, Uttar Pradesh.
- B. Pursuant thereto a scheme was formulated by YEIDA, to develop mega projects in Special Development Zones (hereinafter referred to as "**SDZs**") along the Taj Expressway (renamed as Yamuna Expressway vide GoUP Notification No. 1165 / 77 – 04 – 08 – 65N / 08, dated July 11, 2008) between Greater Noida and Agra, and invited applications for allotment of SDZs.
- C. JPSK Sports Private Limited was incorporated under the provisions of the Companies Act, 1956, on October 20, 2007, and applied to **YEIDA** for allotment of one SDZ admeasuring 1000 hectares for development of the area with sports as its core activity (hereinafter referred to as the "**Core Activity**"). Subsequently, JPSK Sports Private Limited changed its name to Jaypee Sports International Private Limited on July 28, 2010.
- D. Pursuant thereto Jaypee Sports International Private Limited was converted to a public limited company and a Fresh Certificate of Incorporation in the name of Jaypee Sports International Limited was issued by the Registrar of Companies of Uttar Pradesh and Uttarakhand on July 28, 2010.
- E. In the year 2015, Jaypee Sports International Limited was amalgamated with Jaiprakash Associates Limited ("hereinafter referred to as **JAL**"), by virtue of an order passed by the Hon'ble High Court of Allahabad, Uttar Pradesh on September 14, 2015.
- F. Pursuant thereto, YEIDA allotted a SDZ with an area of approximately 1000 hectares at Sector 25, Jaypee Greens Sports City SDZ, District Gautam Budh Nagar, U.P. (hereinafter referred to as the "**Leased Land**") to JAL for development with sports as Core Activity and granted lease of the Leased Land in various lots in favour of JAL through various lease deeds (hereinafter referred to as "**Principal Lease Deeds**") as per the terms and conditions specified therein, which inter-alia includes use of minimum 35% of the Leased Land for Core Activity including roads and open spaces (hereinafter referred to as "**Core Area**"), while the remaining Leased Land could be used for other specified activities.
- G. JAL had prepared land use plan, layout plan and other relevant plans for the development of the Leased Land in the name of "*Jaypee Greens Sports City*" which were duly approved by YEIDA vide letter dated 21.02.2014 bearing Memo No. PLG/SDZ-01/855/2014. The said plans were revised and approved by YEIDA vide letter dated 11.07.2018, bearing No. YEA/PLG/SDZ-01/62542/2018 (The said revised plans as approved by YEIDA or the subsequently revised plans, as the case may be, are hereinafter referred to as the "**Relevant Plans**").
- H. Based on the said Relevant Plans, JAL has sub-leased to the Developer, the plot of land admeasuring 19,039 square meters (approximately 4.7 acres), being plot no. GH-A4, situated at Sector-25, Jaypee Greens Sports City, SDZ, Yamuna Expressway Industrial Development Authority, District Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as "**Project**");

Pages 377 to 456 on January 29, 2020 (hereinafter referred to as "**Developer Sub-Lease Deed**"). The said Project Land was given on lease to the IHPL for developing a group housing project.

- I. The Project Land is earmarked for the purpose of group housing development in the name and style of "**The Sephyra**" which shall have 6 (Six) towers and others amenities (hereinafter referred to as "**Project**").
- J. The Developer is developing the Project on the Project Land and is fully competent to enter into this Agreement and undertake all the legal formalities with respect to the right, title and interest of the Developer regarding the Project to be constructed in furtherance of the rights granted under the Developer Sub-Lease Deed.
- K. The Developer has obtained the final Layout Plans (*defined hereinafter*) for the Project from the Competent Authority. The Developer agrees and undertakes that it shall not make any changes to the Layout Plans and Project Plans (defined hereinafter) except in strict compliance with Section 14 of the RERA Act (defined hereinafter) and other Applicable Laws (defined hereinafter).
- L. The Developer has got the Project registered under the provisions of the RERA Act with Authority on [●], bearing registration No. [●].
- M. The Allottee(s) has, prior to the date hereof, examined a copy of all the documents and papers referred to above on the website of the Authority (www.up-rera.in) / at the office of the Developer, including the aforesaid Principal Lease Deeds and the Developer Sub-Lease Deed and has caused the same to be examined in detail by his / her / their / its advocates and has understood the documents and information in all respects. The Allottee(s) has accepted, agreed and acknowledged to abide by all the terms and conditions of the said Principal Lease Deeds, Developer Sub-Lease Deed, and terms and conditions of the YEIDA and any other statutory or civic authority to which JAL, or the Developer, and consequently the Allottee(s), is subject to or any other condition which the Developer may prescribe.
- N. Upon being satisfied with all the title documents, development approvals, specifications, location, etc., for the Project including Developer's authorities & entitlements to develop and market the said Project, the Allottee(s) had applied for the allotment of a unit in the Project vide application bearing no. [●], dated [●], and has been allotted the Unit (*defined hereinafter*) in the Building (*defined hereinafter*), along with Reserved Car Parking Space(s) [(*defined hereinafter*) and to be earmarked by the Developer at the time of handing over the possession of the said Unit] as permissible under the Applicable Law and pro rata share in the Common Areas (*defined hereinafter*). That the floor plan of the Unit is annexed hereto and marked as **Schedule A** and the Unit shall contain the Unit Specifications (*defined hereinafter*) as specified in **Schedule B** enclosed hereto.
- O. That the Allottee(s) has carefully read and understood the contents and meanings of each of the clauses of this Agreement, along with all the relevant information furnished by the Developer and the Allottee(s) has also taken independent legal advice and only thereafter he has agreed to enter into this Agreement.
- P. The Allottee(s) has satisfied himself as to the right, title and interest of the Developer and the ability of the Developer to develop the Project in accordance with the approvals, permissions and licenses that have been obtained / shall be obtained with respect to the Project.
- Q. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- R. 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 Applicable Law, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- S. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit.

NOW THEREFORE THESE PRESENTS WITNESSETH, 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. DEFINITIONS AND INTERPRETATION

Definition: In this Agreement, unless the context otherwise requires (i) capitalized terms defined by inclusion in quotations and / or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:

"Agreement" shall mean this Agreement to Sub-Lease pertaining to the allotment of the Unit including the Reserved Car Parking Space(s) in the Project together with the Schedules attached hereto and any other deed and / or document(s) executed in pursuance hereof;

"Applicable Law" shall mean any statute, law, regulation, legislation, ordinance, rule, judgment, order, decree, clearance, approval, guidelines, policy, directives or any decision of the Authority or court having competent jurisdiction from time to time;

"Approvals" shall mean any and all approvals, authorizations, licenses, permissions, consents, no objection certificates for the development and construction of the Project on the Project Land;

"Assignee Developer" shall have the same meaning ascribed to it under clause 10.1.3 of this Agreement;

"Association of Allottees" shall mean the body to be created of the allottees of the units in the Project as contemplated in the RERA Act and the U.P. Act, to be registered under the law for the time being in force, acting as a group to serve the case of its members and shall include the authorized representative of the Allottee(s);

"Authority" shall mean the Real Estate Regulatory Authority constituted under the RERA Act read with Uttar Pradesh RERA Rules;

"Banks" shall have the same meaning ascribed to it under clause 18.1 of this Agreement;

"Booking Amount" shall have the meaning ascribed to it under clause 3.3 of this Agreement;

"Building" shall mean the building constructed on the Project Land, wherein the Unit shall be situated;

"Carpet Area" shall mean the net usable floor area of the said Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the said Unit;

"Club House" shall have the meaning ascribed to it under clause 13.2 of this Agreement;

"Club Membership Charges" shall have the meaning ascribed to it under clause 14.1 of this Agreement;

"Common Amenities" shall mean the common amenities to be made available in the Project by the Developer in terms of this Agreement as more particularly described in **Schedule C** hereunder;

"Common Areas" shall mean the areas of the Project as defined under clause (d) of Rule 2(1) of the Uttar Pradesh RERA Rules but shall exclude the Limited Common Areas;

"Competent Authority(ies)" shall mean any government authority, statutory authority, government department, agency, commission, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof to grant the Approvals in terms of this Agreement;

"Completion Date" shall have the meaning ascribed to it under clause 10.1.1 of this Agreement;

"Core Activity" shall have the meaning ascribed to it under recital C of this Agreement;

"Developer Sub-Lease Deed" shall have the meaning ascribed to it under recital H of this Agreement;

"Force Majeure Events" shall include the following:

- (i) Acts of God such as floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements, pandemic, epidemics, famine or plague;
- (ii) Acts of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict blockade, embargo, revolution, rebellion, riot, insurrection, civil commotion, insurrection, acts of terrorism or sabotage whether inside or directly involving India or outside and / or not directly involving India, military or usurped power or civil war / disorders;
- (iii) Radioactive contamination or ionizing radiation;
- (iv) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
- (v) Non-availability of steel, cement, other building materials, sufficient water or electricity supply;
- (vi) Strikes, lockouts or other labour difficulties;
- (vii) Any delay by the concerned body in sanctioning / providing the electricity and / or water connections;
- (viii) Any delay in payments stipulated in this Agreement by the Allottee(s);
- (ix) Any default by the Allottee(s) of the terms and conditions of this Agreement;
- (x) Legal proceedings or any other order, rule or notification issued by Competent Authorities, including but not limited to National Green Tribunal, effecting the development of the Project;
- (xi) Epidemic and / or Pandemic declared by the Government, or any other order, notification, advisory issued by the Government directly or indirectly affecting the construction of the Project;
- (xii) Any mandatory holidays declared by the Central Government, State Government, local authorities, or any other competent authority, which directly impacts or restricts the Developer's ability to carry out development of the Project. The duration of such government-mandated holidays shall be excluded from the timelines for completion of the Project and shall not be considered a default or delay on the part of the Developer;
- (xiii) Any notice, order, rule, notification or directive of the Government and / or any other public or Competent Authority or any Court or Tribunal or any quasi-judicial body or authority or any act, restraint or regulation of any Governmental Instrumentality including any Local, State, or Central Government of India or any department, instrumentality or agency thereof which adversely affects the construction schedule of the Developer and if there is no delay in issuance of occupation certificate and / or building completion certificate by the Competent Authority and / or planning authority or any local issues / litigation which may hamper the implementation of the Project including:
 - a. Any Act, Regulation or restraint constituting a change in Law; or
 - b. Any failure by a Competent Authority to grant or renew any license, permit or clearance within reasonable time (other than for cause) after application having been duly made;
 - c. The imposition of any material condition on the issuance or renewal or continuance of any approval from a Competent Authority; or
 - d. Other Force Majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Developer or their agents;

"IFMS Charges" shall mean Interest Free Maintenance Security charges;

"Instalment" shall have the meaning ascribed to it under clause 4.1.2 of this Agreement;

"Interest" shall mean the highest Marginal Cost of Lending Rate ("**MCLR**") of State Bank of India ("**SBI**") plus one percent and in case the SBI MCLR is not in use then it would be replaced by such benchmark lending rates as fixed by SBI from time to time for lending to the general public plus one percent or such other applicable rate of interest as prescribed under the provisions of the RERA Act from time to time;

"Layout Plans" shall mean and refer to the plan of the Project depicting the division or proposed division of land into plots, roads, open spaces, amenities, etc. and other details, as may be necessary having been sanctioned by the Competent Authority with respect to the Project Land from time to time. A copy of Layout Plans are annexed herewith as **Schedule D**;

"Leased Land" shall have the meaning ascribed to it under recital F of this Agreement;

"Lender" shall have the meaning ascribed to it under clause 4.6.1 of this Agreement;

"Limited Common Areas" shall mean the common areas facilities designated in the declaration / writing by the Developer as being reserved for the use of a certain unit or units to the exclusion of other units in the Project. It is hereby clarified that while calculating the Common Areas of the Project and the proportionate share of each Allottee(s) in the Common Areas of the Project, the Limited Common Areas have been excluded from the Common Areas of the Project;

"Maintenance Agency" shall mean the Developer and / or any agency to be appointed by the Developer for managing the affairs and management of the Common Areas and Building or the Project post construction until such management is handed over to the Association of Allottees. It is clarified that the appointment of any such agency can be terminated by the Developer solely at its discretion and on termination the Developer shall be entitled either to manage the affairs and management of the Common Areas and the Building and / or the Project post construction and till the handing over to the Association of Allottees by itself or by appointing a new maintenance agency;

"Maintenance Agreement" shall have the meaning ascribed to it under clause 23.2 of this Agreement;

"Maintenance Charges" shall mean charges and taxes / levies to be paid by the Allottee(s) in respect of maintaining the Building and Common Areas contained within the Project Land, to be detailed under the Maintenance Agreement;

"NOC" shall mean a no objection certificate;

"Non-Refundable Amount" shall collectively mean (i) interest on any overdue payments at such rate as maybe prescribed under the Rules; and (ii) brokerage paid by the Developer to the channel partner/ broker in case the booking is made by the Allottee(s) through a channel partner / broker and (iii) all taxes paid by Developer to the statutory authorities and (iv) subvention cost (if the Allottee(s) has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank (v) administrative charges as per Developer policy; (vi) any other taxes, charges and fees payable by the Developer to the government authorities including but not restricted to the Pass Through Charges.

"Other Charges" shall mean the charges as detailed under **Schedule E**;

"Pass Through Charges" shall mean all charges, fees, taxes / duties, impositions as may be levied by the competent authority, such as, lease rent, interest free maintenance security, meter charges, Goods and services tax (**GST**), property tax, land under construction tax, or any future increase thereof or imposition by competent authority.

"Payment Schedule" shall mean the payment time schedule of an Instalment as detailed under **Schedule F**;

"Possession Date" shall have the meaning ascribed to it under clause 10.3.2 of this Agreement;

"Principal Lease Deeds" shall have the meaning ascribed to it under recital F of this Agreement;

"Project" shall have the meaning ascribed to it under recital I of this Agreement;

"Project Bank Account" shall have the meaning ascribed to it under clause 4.3.1 of this Agreement;

"Project Land" shall have the meaning ascribed to it under recital H of this Agreement;

"Project Plans" shall mean the building plan, sanctioned plans, Layout Plans, designs, drawings project specifications for the Project or any other plan sanctioned by the Competent Authority;

"Relevant Plans" shall have the meaning ascribed to it under recital G of this Agreement;

"RERA Act" shall mean Act No. 16 of 2016 called as Real Estate (Regulation and Development) Act, 2016;

"Reserved Car Parking Space(s)" shall mean a reserved car parking area on the Project Land as described in the **Schedule F** hereunder written for parking of vehicle of the Allottee(s), which may be in Basements and / or stilt / open surface;

"SDZs" shall have the meaning ascribed to it under recital B of this Agreement;

"Services" shall for the purpose of this Agreement, mean water supply, drainage systems, electrical plants appliance and cabling, ventilation for the building, lift wells for installation of lifts, firefighting systems, etc., the provisioning for which is done in the RCC structure of the Building;

"Sinking Fund" shall mean the fund collected from the Allottee(s) to be used exclusively for major repairs, replacements, or capital expenditures related to the upkeep and maintenance of the Project.

"SPV" shall have the same meaning ascribed to it under clause 10.1.3 of this Agreement;

"Structural Defect" shall mean any defects / damages caused to the structure of the Building, Common Amenities due to poor workmanship or poor quality of material used or due to provisioning of Services in the Building by reason of which the Allottee(s) is prevented from the use and enjoyment of the said Unit or the Common Area. Provided however, it shall not include defects / damages caused due to any latent defects in the material supplied or due to any defects / damages caused by action of the Allottee(s) of the said Unit or due to the following events: -

- (i) Acts of God such as floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements;
- (ii) Acts of war, hostilities (whether war be declared or not), due to which the Building is attacked;
- (iii) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;

"TDS" shall mean Tax Deducted at Source, wherein the Allottee(s), responsible for paying to the Developer any sum by way of consideration for transfer of any Unit more particularly set out in clause 3.5 of this Agreement, shall, at the time of credit of such sum to the account of such Developer or at the time of payment of such sum by issue of a Cheque or Demand Draft or by any other mode, whichever is earlier, deduct an amount equal to 1% (one percent) of the amount so payable or at the rate as applicable at the relevant time, under the Income-tax Act, 1961;

"Total Sale Price" shall mean total sale price of the said Unit as specified in clause 3.1 of this Agreement;

"Unit" shall mean the unit allotted to the Allottee(s) in the Project, more particularly described in **Schedule A** hereunder;

"Unit Specifications" shall mean the fixtures, fittings and amenities to be provided in the Unit and more particularly detailed under **Schedule B** annexed herewith;

"U.P. RERA Rules" shall mean the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended

"U.P. Act" shall mean the Uttar Pradesh Unit (Promotion of Construction, ownership and Maintenance) Act, 2010;

"YEIDA" shall have the meaning ascribed to it under recital A of this Agreement.

Interpretation

(a) The Parties herein agree and declare that the recitals as incorporated hereinabove shall form an integral part of this Agreement.

(b) Words importing the singular include the plural and vice versa.

(c) Reference to a gender includes a reference to the other genders.

(d) Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.

(e) A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted.

(f) Any reference to a recital, clause or schedule shall be deemed to be a reference to a recital, clause or schedule of this Agreement.

(g) The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement.

2. SUB-LEASE TERM

2.1. The Allottee(s) has requested the Developer and based on the request, the Developer has agreed to sub-lease to the Allottee(s) and the Allottee(s) has agreed to acquire the sub-lease rights from the Developer of the Unit together with the Reserved Car Parking Space(s), to be earmarked by the Developer at the time of handing over the possession of the Unit, as more particularly described in the **Schedule G** hereunder written, for the Total Sale Price and on the terms and conditions contained herein.

Further, along with the Unit, the Allottee(s) shall have the exclusive rights to use the Limited Common Areas which have been assigned to the Unit and more particularly described in the **Schedule G**, if any. It is hereby agreed that the Limited Common Areas (if applicable) shall be deemed to be an indivisible part of the Unit and the Allottee(s) shall not have the right to sell / transfer / transact in the said Limited Common Area.

2.2. It is expressly understood by the Allottee(s), that the Unit shall be used for the purpose of residence only and that the Reserved Car Parking Space(s) shall only be used for the purpose of parking vehicle(s).

2.3. The Allottee(s) agrees and confirms that all open surface parking spaces shall form part of the Common Areas and will be dealt with in accordance with the Applicable Law. The Allottee(s) further agrees and undertakes that neither he nor the Association of Allottees shall not be entitled to raise any objections towards the identification and allotment / allocation of parking space(s) done by the Developer a, at any time and shall not challenge the same anytime in future. The Allottee(s) agrees and acknowledges that the Developer shall deal with the parking space(s) in the manner the Developer deems fit, subject to the Applicable Law and the terms of bye-laws and constitutional documents of the Association of Allottees.

2.4. The Allottee(s) acknowledges that the Allottee(s) cannot sell and / or transfer the Reserved Car Parking Space(s) allotted to him / her / them / it independently and the same shall at all times, form an indivisible part of the Unit and maybe transferred by the Allottee(s) only with the Unit.

2.5. Notwithstanding anything herein contained, the Developer shall not be required to give possession of the Unit, along with the Reserved Car Parking Space(s) to the Allottee(s), till the entire Total Sale Price and all other amounts due hereunder are paid by the Allottee(s) to the Developer in full.

independent common area as mentioned and filed in the Deed of Declaration as per the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 pertaining to the Project.

3. TOTAL SALE PRICE

- 3.1. In consideration of the sub-lease of the Unit, along with the Reserved Car Parking Space(s), the Allottee(s) agrees and undertakes to pay (*based on the Carpet Area*) a total sale consideration of INR/- (Indian Rupees Only) to the Developer (hereinafter referred to as "**Total Sale Price**"). The bifurcation and description of the Total Sale Price is more particularly detailed in **Schedule H** of this Agreement.
- 3.2. The aforesaid Total Sale Price is exclusive of the payment of the sale consideration and additional charges and all applicable taxes, duties, levies, cesses, statutory charges etc. including GST as are levied or which may be levied hereafter up to the date of handing over the possession of the Unit to the Allottee(s) and the Project to the Association of Allottees. All taxes, duties, levies, cesses, statutory charges including GST and any other charges as applicable / payable now or hereafter at the time of handing over of the possession, on all amounts payable under this Agreement shall be borne and payable by the Allottee(s) alone and the Developer shall never be liable / responsible and / or required to bear and / or pay the same or any part thereof. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee(s) to the Developer shall be increased / reduced based on such change / modification.
- 3.3. The Total Sale Price is inclusive of the booking amount of INR/- (Indian Rupees Only) (hereinafter referred to as "**Booking Amount**"). The Allottee(s) hereby agrees that the Booking Amount is 10% (ten percent) of the Total Sale Price and the same is paid as an advance payment / application fee.
- 3.4. The timely payment of the Total Sale Price being the essence of this Agreement, the Allottee(s) will pay the Total Sale Price and all Other Charges payable under this Agreement without any default as per the Payment Schedule set out in **Schedule F**, hereunder.
- 3.5. The Allottee(s), as required under the provisions of section 194-IA of the Income Tax Act, 1961, (or under any statutory modification or re-enactment of such provision) will deduct the TDS from the Total Sale Price and promptly deposit the TDS amount with the Competent Authority. The Allottee(s) shall without fail within 30 (thirty) days from the date of such deduction of TDS amount, furnish a signed original copy of the TDS Certificate (Form 26QB) to the Developer. In the event the Allottee(s) fails to deposit the TDS amount with the Competent Authority within the stipulated period or fails to furnish to the Developer the signed original copy of the TDS certificate within the period specified herein, then in such event, the Allottee(s) shall be liable to bear and pay Interest to the Developer on account of delay and to compensate the Developer for any loss caused to them due to non-payment or delayed payment of the TDS and that such non-submission of TDS certificate within the stipulated timeline shall be construed as an event of default under this Agreement.
- 3.6. The Allottee(s) shall also be liable to compensate the Developer for any interest / penalty / loss incurred by the Developer on account of the Allottee(s) failure and / or delay to reimburse any applicable taxes, duties, levies, cesses, statutory charges etc. including GST within 7 (seven) days of being called upon by the Developer.
- 3.7. The Allottee(s) hereby agrees that the Allottee(s) shall also be liable to pay all taxes, levies, statutory charges etc. including GST imposed on or applicable to the transfer of the sub-leasehold rights of the Unit with retrospective effect or as a result of statutory interpretation of any existing provision of law in respect of levying such taxes, levies and statutory charges. The Allottee(s) agrees that the Total Sale Price shall be subject to GST at the rate applicable on the date of supply as prescribed under the applicable GST laws, and confirms that he/she/they/it shall have no objection in this regard.
- 3.8. The Total Sale Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to (i) increase on account of development fee payable to the Competent Authority and / or charges, / taxes, cost, fees, levies; (ii) compensation to be paid to farmers amounting to INR 150/- (Indian Rupees One Hundred Fifty Ony) per square feet of the Carpet Area. which amount may be revised or increased as per directions of the Competent Authority, etc. which

compensation to be paid to the farmers amounting to INR 150/- (Indian Rupees One Hundred Fifty Only) per square feet of the Carpet Area, or any revised/increased amount, etc., imposed by the Competent Authorities, the Developer shall enclose the said notification / communication / order / rule / regulation to that effect, along with the Demand Letter (*defined hereinafter*) being issued to the Allottee(s), which shall only be applicable on subsequent payments. In this regard, when the demand for the payment of such charges, taxes, costs, fees, levies, enhanced compensation, is raised by the Competent Authority, the Allottee(s) shall be obligated to remit such amount which shall be proportionate to his Carpet Area of the apartment in the Project. The Allottee agrees, undertakes and confirms that he shall make payment of such charges, taxes, costs, fees, levies, enhanced compensation, levied / imposed by the Competent Authority, without any delay, demur or protest, as demanded by the Developer, within 15 (Fifteen) days from the date of receiving the demand from the Developer.

Provided that if there is any new imposition or increase of any development charges 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 Project by the Authority, as per the RERA Act, and the Unit is not transferred within the time agreed herein, the same shall not be charged from the Allottee(s).

- 3.9. The Total Sale Price as mentioned hereinabove is mutually agreed by and between the Developer and Allottee(s) hereto. The Allottee(s) hereby agrees, accepts and acknowledges that the Total Sale Price of the Unit and Other Charges are on the basis of Carpet Area. Further, it is hereby clarified that the Total Sale Price of the Unit comprises of basic sale price and other charges as more particularly detailed in **Schedule H** of this Agreement. The Allottee(s) agrees and confirms that Other Charges as more particularly detailed in **Schedule E** of this Agreement shall be payable over and above the Total Sale Price.
- 3.10. Any discount, rebate, or price reduction offered by the Developer—whether at the time of application or subject to the occurrence of any specified event, condition, or performance—shall be adjusted against the Total Sale Price and/or the relevant charge heads (as the case maybe). The GST shall be calculated on the net consideration after giving effect to such adjustment or through the issuance of a credit note, as applicable, in accordance with the provisions of the prevailing GST laws.

4. PAYMENT OF INSTALMENTS AND OTHER CHARGES

4.1. PAYMENT SCHEDULE

- 4.1.1 Subject to the terms of this Agreement, the Allottee(s) shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the payment plan as set out in **Schedule F**.
- 4.1.2 The Allottee(s) has chosen the payment plan as detailed under **Schedule F**. The Allottee(s) agrees to make the payment of each instalment (hereinafter referred to as "**Instalment**") towards remaining Total Sale Price as more particularly detailed under the said **Schedule F** (hereinafter referred to as "**Payment Schedule**"). Upon reaching each stage of the Payment Schedule, the Developer shall issue demand letters / payment notices (hereinafter referred to as "**Demand Letter**") to the Allottee(s), for payment of the next Instalment of the Payment Schedule, payable as more particularly detailed in **Schedule F**. The Allottee(s) shall pay all Other Charges within the due dates as would be mentioned in the Demand Letter.
- 4.1.3 The Allottee(s) assures the Developer that the Total Sale Price will be paid / as per the Payment Schedule, time of payment of each Instalment, being the essence of this Agreement.
- 4.1.4 The Allottee(s) and / or his transferee shall additionally be liable to pay all applicable taxes, duties, levies, cesses, statutory charges including but not limited to GST, Other Charges existing or levied hereafter and / or due to change in interpretation or application of any tax as may be applicable and levied by the Central / State Government or any other authority at the applicable rate simultaneously with the payments of each instalment of amounts payable under this Agreement, with retrospective effect, if so required by law.

4.2. TIMELY PAYMENT

mentioned in the Demand Letter without default. Timely payment shall be the essence of this Agreement. The Developer has informed the Allottee(s) and the Allottee(s) is fully aware that any delay or default in payment by the Allottee(s) could jeopardize the Project as well as expose the Developer to financial losses and also affect the other Allottee(s) by way of delays in the timely completion of the Project.

4.2.2. The Developer shall intimate to the Allottee(s) as and when the Instalments are due and the Allottee(s) shall pay all such amounts forthwith as set out in the Demand Letter. In case of any delay in the payment of any of the Instalment amounts or any other amounts under this Agreement, the Allottee(s) shall be liable to pay Interest on the outstanding amount for the period of delay.

4.2.3. The Developer 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 Unit to the Allottee(s) and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be.

4.3. PAYMENT TERMS AND CONDITIONS

4.3.1. All payments to be made by the Allottee(s) to the Developer under this Agreement shall be made by Cheque / Demand Draft / Pay Order / NEFT / RTGS / Wire Transfer payable at [●] in favour of "[●]", and shall be considered to have been received by the Developer only when the amount receivable is confirmed as credited into the following bank account (hereinafter referred to as "**Project Bank Account**"):

Name
Bank
Account Type
Account No.
IFSC code
Branch

The Developer shall intimate to the Allottee(s) in writing, the details of any change in the Project Bank Account.

4.3.2. The Project Bank Account / wire transfer details are to be used by the Allottee(s) for the purpose of making all payments to the Developer under this Agreement and are payable in favour of the account name only as mentioned above.

4.3.3. It is hereby clarified that any payment made to any person and / or any other account shall not be considered valid and the obligations of Allottee(s) of making the payment shall not be considered discharged under this Agreement. Furthermore, the Allottee(s) acknowledges, agrees and undertakes that he shall neither hold the Developer or any of its affiliates liable / responsible for any representation / commitment / offer made by any third party to the Allottee(s) nor make any claims / demands on the Developer or any of its affiliates with respect thereto.

4.3.4. In cases of all cheques or pay orders or demand drafts or wire transfers, the collection charges, if any, will be debited to the Allottee(s) account and only the net amount so received from the Allottee(s) after adjusting the collection charges against actual payment demand from the Developer will be calculated as net credit to the Allottee's account.

4.3.5. The Allottee(s) further agrees that the Developer is under no obligation to send demand / reminders for payments, however, the Developer may send any letter / demand / notice through e-mail and / or SMS to the Allottee(s) and it will be treated as duly served upon the Allottee(s) in any case. In case the Allottee(s) makes the payment vide cheque / Demand Draft, then, Allottee(s) shall mention his name, customer ID, and unit no. applied for, behind the cheques / demand drafts. Furthermore, if the Allottee(s) fails / defaults in making payment of due amount within stipulated period or the tendered cheque(s) or draft get dishonored by his banker then the Allottee(s) shall be liable to pay Interest to the Developer on the amount of such dishonored cheque.

4.3.6. The Allottee(s) confirms and acknowledges that in case of any cheque being dishonored, a sum of Rs. 1,500/- (Rupees One Thousand Five Hundred Only) shall be charged by the Developer from the Allottee(s) and the same shall be

shall also be borne and paid by the Allottee(s).

- 4.3.7. Furthermore, in case of dishonor of cheque, the Allottee(s) shall make the payment of the cheque amount by way of Bank Demand Draft / NEFT / RTGS within next 7 (Seven) days of sending the intimation of such dishonor of cheque to the Allottee(s). In case the Allottee(s) fails to do so, in that event Developer may, at its sole discretion, terminate the allotment and forfeit the booking amount / earnest money and Interest component on delayed payment (paid and / or payable by the Allottee(s) for non-payment of any dues payable to the Developer) in terms of clauses under this Agreement. In the event of dishonor of any payment cheque, the Developer has no obligation to return the original dishonored cheque and the Developer shall have the right to collect the bank charges as imposed by the respective bank upon such dishonor of cheque and proceed in the manner as provided clause 27.
- 4.3.8. The Allottee(s) authorizes the Developer to adjust / appropriate all payments made by him under any head(s) of dues against lawful outstanding of the Allottee(s) against the Unit, if any, in his name and the Allottee(s) undertakes not to object / demand / direct the Developer to adjust his payments in any manner.
- 4.3.9. The Allottee(s) understands that, under the Integrated Goods and Services Tax Act, 2017, and Central Goods and Services Tax Act, 2017, along with all related ancillary legislations, rules, notifications, circulars, statutory orders, etc., a notified class of registered persons have to upload specified details on Invoice Registration Portal (IRP) of GST for supplies made to registered buyers and obtain an Invoice Reference No. (IRN) and Digitally Signed QR Code from the GST authorities at the time of issue of invoice. Thereafter, such IRN and Digitally Signed QR Code needs to be affixed on invoice to be issued by such registered person to the registered buyer. In relation thereto Allottee(s) has provided a declaration under the application form.
- 4.3.10. That in case the Allottee(s) avails a loan from a Bank, it shall be the personal liability and responsibility of the Allottee(s) to ensure that the loan is processed and payment released to the Developer within the stipulated period as provided in the schedule of payment plan, failing which it shall be considered as a case of delayed payment and an event of default.
- 4.3.11. The Allottee(s) undertakes to abide by the laws, rules and regulations and terms and conditions of the YEIDA or the U.P. Government or the local bodies of the U.P. Industrial Area Development Act 1976, and the rules and regulations framed thereunder, RERA Act and UP RERA Rules, and the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 or any other applicable law and shall be responsible / liable for all defaults, violations or breaches of any of the conditions, levies or rules and regulations as may be applicable after taking possession of the Unit. The Allottee(s) accepts and acknowledges and further agrees and undertakes that if the applicable laws demand submission of any declaration relating to the super area / Common Areas / Carpet Area of the Unit and Project to the Competent Authority, then the Developer would have sole right to file such declaration without any objection from the Allottee(s) and also submit necessary details to the Competent Authority.

4.4. LIEN / CHARGE

- 4.4.1. The Developer shall have the lien and charge on the Unit agreed to be acquired by the Allottee(s) in respect of any unpaid amount payable by the Allottee(s) to the Developer hereunder.
- 4.4.2. It is an essential and integral term and condition of this Agreement, that only upon the payment of full Total Sale Price including other amounts, charges, dues, outgoings, taxes, duties, cesses including GST, etc., payable hereunder, having been paid on its due date(s) without any default by the Allottee(s) to the Developer (and not otherwise), the Allottee(s) shall have or be entitled to claim any rights under this Agreement in respect of the Unit.

4.5. RIGHT OF ALLOTTEE(S)

- 4.5.1. Subject to the payment of the Total Sale Price and execution and registration of the sub-lease deed, the Allottee(s) shall hold exclusive sub-leasehold rights of the Unit and the Limited Common Areas assigned with the Unit (as applicable).
- 4.5.2. The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee(s) to use the Common Areas shall always be subject to the timely payment of

4.5.3. That the computation of the Total Sale Price includes recovery of price of land, construction of not only the Unit, the Limited Common Areas (as applicable) but also the Common Areas, cost of providing electric wiring, fire detection and firefighting equipment in the Common Areas etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project along with the Reserved Car Parking Space(s).

4.6. RAISING OF FINANCE BY THE DEVELOPER

4.6.1. The Developer shall have the right to raise finance and / or loan from any financial institution, bank, NBFC, fund house, body corporate or any other person (hereinafter referred to as "Lender"). For the purpose of raising finance, the Developer may create mortgage, charge on the Project Land and / or units (including the Unit hereof) and / or securitization of the receivables but subject to the condition that the Unit shall be free from all encumbrances at the time of handing over the same to the Allottee(s) post execution and registration of the sub-lease deed.

4.6.2. In the event the Developer has availed any finance for the development of the Project from any Lender and created any charge on the Unit, then, the said Developer shall provide a NOC issued by such Lender and provide a copy thereof to the Allottee(s) prior to execution of the sub-lease deed in favour of the Allottee.

4.6.3. The Developer hereby declares that any such charge or mortgage created by the Developer shall not affect the right and interest of the Allottee(s) who has taken or agreed to purchase the Unit.

4.7. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

4.7.2. Further, whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Developer immediately and comply with the necessary formalities (if any) under the Applicable Law. The Developer shall not be responsible towards any third-party making payment / remittances on behalf of any Allottee(s) and such third party shall not have any right in the application / allotment of the Unit in any way and the Developer shall be issuing the payment receipts in favour of the Allottee(s) only.

4.7.3. The Allottee(s) may obtain finance from any Lender but the Allottee's obligation to purchase the Unit pursuant to this Agreement shall not be contingent on the ability of the Allottee(s) or competency to obtain such financing and the Allottee(s) shall remain bound by this Agreement whether or not he / she / it / they has / have been able to obtain financing for the purchase of the Unit. However, the Allottee(s) shall before creating any charge on the Unit obtain prior approval of the Developer if the entire Total Sale Price and other payment payable hereunder to the Developer has not been fully paid by the Allottee(s). Further, it shall be the personal liability and responsibility of the Allottee(s) to ensure that the finance/loan is processed and payments are released to the Developer within the stipulated period as provided in the Payment Schedule, failing which it shall be considered as a case of delayed payment and shall be treated in accordance with the terms of this Agreement.

5. DELAY & DEFAULT IN PAYMENT AND CONSEQUENCES

5.1. Upon demand, the Allottee(s) agrees to pay to the Developer the Instalments of the Total Sale Price, in accordance with

address provided by the Allottee(s).

- 5.2. The Allottee(s) agree(s) to pay to the Developer, Interest, to be calculated on all amounts, which become due and payable by the Allottee(s) to the Developer under the terms of this Agreement, from the date the said amount becomes payable by the Allottee(s) to the Developer, till payment thereof to and / or realization thereof by the Developer.
- 5.3. Separate Demand Letter may be raised by the Developer for Interest on delayed payment with applicable Taxes (if any).
- 5.4. Interest to be paid by the Allottee(s) for delayed payment shall be paid within 7 (seven) days of the date of Demand Letter.
- 5.5. It is agreed by the Allottee(s) that the time for payment of various Instalments of the Total Sale Price and also of all other payments due hereunder by the Allottee(s) to the Developer is the essence of the contract.
- 5.6. In case the Allottee(s) fails to make payments for 2 (two) consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay Interest to the Developer on the unpaid amount. The Developer must not be in default to take this benefit.
- 5.7. The Allottee(s) specifically agrees that in the event of the Allottee(s) making any default in payment of any Instalment of the Total Sale Price for a period beyond 3 (three) consecutive months after notice from the Developer in this regard, or defaults in payment of Other Charges and other payments under this Agreement on their due date and / or in observing and performing any of the terms and conditions of this Agreement and the default continuing, in spite of 15 (fifteen) days' notice in writing sent by the Developer to the Allottee(s) to remedy the breach, the Developer will be entitled to terminate this Agreement by giving termination notice in which event the consequences set out in clause 27.4 shall follow.

6. CONSTRUCTION OF THE PROJECT

- 6.1. The Developer shall construct the Project in accordance with the Project Plans. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by the Project Plans as approved by the Competent Authority and shall also strictly abide by the bye-laws, FAR and density norms and provisions as prescribed under the Applicable Law. The Allottee(s) hereby confirms that the registration under the RERA Act granted with respect to the Project is valid till [●]. In view thereof, the Allottee(s) shall have no objection if the Developer approaches the competent authority to obtain a further extension of the registration till the completion of the Project.
- 6.2. It is agreed between the Parties, that the Developer shall not make any additions and alterations beyond the extent of 3% (three percent) in the Project Plans and / or the Unit Specifications (which shall be in conformity with the advertisement, prospectus etc., on the basis of which this Agreement is effected), without the previous written consent of the Allottee(s).

Provided that the Developer may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an architect or engineer after proper declaration and intimation to the Allottee(s) in accordance with Section 14 of the RERA Act.

- 6.3. The Allottee(s) has / have the right to visit the Project Land to assess the extent of development of the Project and his / her / its Unit, as the case may be. However, in the interest of safety of the Allottee(s) it is advisable that no such visit during the construction phase should be carried out by the Allottee.
- 6.4. Further, if in exercise of Allottee's right under clause 6.3 above, the Allottee(s) suffers any injury / damage / loss in any manner whatsoever, in such circumstance the Developer shall have no liability of any nature with respect to such injury / damage / loss suffered by the Allottee(s) and that the Allottee(s) shall solely be responsible for the same.

the Competent Authority the occupation and / or completion certificate or both, as applicable in respect of the Building in which the Unit is located.

- 6.6. The Allottee(s) has seen the proposed Layout Plan, Unit Specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the Competent Authority, as represented by the Developer.
- 6.7. The Developer shall develop the Project in accordance with the said Layout Plans, floor plans and Unit Specifications, amenities and facilities and Applicable Law. Subject to the terms of this Agreement, the Developer undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, floor area ratios and density norms and provisions prescribed under Applicable Law and shall have 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 Unit Specifications, amenities and facilities have been approved by the Authority and disclosed except for as provided under RERA Act and under this Agreement.
- 6.8. If within a period of 5 (five) years from the date of handing over the Unit to the Allottee(s), the Allottee(s) brings to the notice of the Developer, as the case may be, any Structural Defect in the Unit or in the Building in which such Unit is situated then, wherever possible such defects shall be rectified by the Developer within 30 (thirty) days at its own cost and in case it is not possible to rectify such defects then the Allottee(s) shall be entitled to receive from the Developer compensation for such defect in the manner as provided under the RERA Act.

7. VARIATION IN SIZE OF THE UNIT / COMMON AREA / LIMITED COMMON AREA

- 7.1. The Allottee(s) agree/s that the calculation of Carpet Area in respect of the Unit is based upon the Project Plans approved by the Competent Authority and the same may undergo minor variation at the time of completion of construction of the Project including the Unit. The Developer agrees that the variation in the Carpet Area while handing over the Unit to the Allottee(s) shall not be more than +/- 3% (three percent) (or such other percentage as may be prescribed from time to time under the U.P. RERA Rules) of the Carpet Area of the Unit agreed under this Agreement. Notwithstanding anything contained herein, the Allottee(s) hereby agrees that any such change / revision in the Carpet Area of the Unit up to +/- 3% (three percent) (or such other percentage as may be prescribed from time to time under the U.P. RERA Rules) is acceptable and binding upon him / her / them / it and he / she / they shall not object to such variation at any time. The Total Sale Price payable for the Unit shall be recalculated upon confirmation by the Developer and in such event only recourse should be pro-rata adjustment in the last Installment payable by the Allottee(s) towards the Total Sale Price. The Allottee(s) is aware that the variation in the Carpet Area of the Unit / other units may also lead to variation in the total common area of the Project and accordingly, the calculation of the proportionate common area in the Project shall be finalized at the time of completion of the Project. All consequent monetary adjustments shall be made at the same rate per square feet as agreed under this Agreement. The Allottee(s) agrees that such variation is acceptable and binding upon him and he shall not object to such variation at any time. In the event, due to any reason the Developer is unable to provide the details of the pro-rata adjustment in the last installment and wherein the Allottee(s) has paid an excess amount towards the Total Sale Price then the Developer shall refund the excess money paid by the Allottee(s) within 45 (Forty-Five) days with Interest.
- 7.2. The Developer may make such minor variations or modifications in accordance with Applicable Law, in the Project Plans / Unit Specifications, as may be required during the construction and or as required by any statutory authority or such change otherwise deemed necessary by an authorized architect or engineer in view of the site requirement after proper declaration and intimation to the Allottee(s), without however substantially altering the dimensions location, area, common amenities, fixtures and fittings of the Unit.

8. RIGHT OF THE DEVELOPER TO DEVELOP THE PROJECT LAND AND THE COMMON AMENITIES THEREIN FROM TIME TO TIME:

- 8.1. The Allottee(s) shall have no right whatsoever to obstruct or hinder, on any ground the progress of the construction undertaken by the Developer for any other tower / building / common facilities forming part of the Project on the Project Land. The Allottee(s) agrees that the Developer will be entitled to free un-interrupted access, at any point of time through all the Common Areas of the Project Land.

of all Common Areas, garages / Reserved Car Parking Space(s) for providing necessary maintenance services and the Allottee(s) agrees to permit the aforesaid to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

- 8.3. The Allottee(s) shall under no circumstances object or obstruct the Developer or anyone claiming through the Developer to the easement rights of passage of water lines, sewerage lines, electrical lines below and / or overhead and under the ground of the Project Land.
- 8.4. The Allottee(s) further covenants that the Developer or any one claiming through them are entitled to the usage of the Common Amenities as applicable to the Project Land including roads, common parking spaces, right to draw water, sewerage, electricity lines, data, voice / telephone lines and cables as the case may be for the development of any part of the Project which may be undertaken upon the balance area of the Project Land.
- 8.5. The Allottee(s) hereby expressly agrees that the Developer shall be entitled to develop and sub-lease all the units in the Project and other parts of the Project Land and all other structures, to be constructed on the Project Land in accordance with the Project Plans. The same may be permitted by the Developer for being used for the purpose of guest house, dispensaries, nursing home, maternity homes, consulting rooms, hotel, restaurant, food court, department store, place of worship, banks, community halls, stalls school, private classes, training center, banquet halls or any residential or non-residential use as deemed fit by the Developer and as may from time to time be permitted by the Competent Authority and no objection thereof shall be raised by the Allottee(s) or the Association of Allottees.
- 8.6. The service areas located within the Building / Project / Project Land have been earmarked by the Developer to house services including but not limited to electric sub-station, transformer, diesel generator set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. and other permitted uses as per zoning plans / Project Plans. The Allottee(s) shall not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the Developer / its nominee/s and its / their employees for rendering maintenance services.

9. CAR PARKING SPACE(S)

- 9.1 It is agreed between the Parties that the Unit along with Reserved Car Parking Space(s) shall be treated as a single indivisible unit for all purposes and cannot be sold or transferred independently.
- 9.2 Additional Reserved Car Parking Space(s) may be allotted to the Allottee(s) subject to availability as per prevailing policy of the Developer.
- 9.3 All clauses of this Agreement pertaining to allotment, use, transfer, possession, cancellation, resumption, etc., shall apply mutatis mutandis to the allotted Reserved Car Parking Space(s), wherever applicable.
- 9.4 The Allottee(s) understands and agrees that the Reserved Car Parking Space(s) shall not form part of the Common Areas of the Project.
- 9.5 All un-allotted Reserved Car Parking Space(s) in the Project, if any, shall continue to remain the property of the Developer and shall remain in possession of the Developer. It shall be upon the Developer's discretion to allot / use / sell such un-allotted spaces that continue to remain with the Developer.

10. COMPLETION OF CONSTRUCTION & POSSESSION

10.1. CONSTRUCTION:

- 10.1.1 Subject to there being no Force Majeure Events, the Developer shall endeavor to complete the Construction of the project on or before [●] (hereinafter referred to as "**Completion Date**"). The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure Events, then this

days from such termination. The Developer shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to effectuating such termination.

Pursuant to refund of the money paid by the Allottee(s), the Allottee(s) agree(s) that he shall not have any rights, claims etc. against the Developer and no rights, interests in the Unit or any part thereof and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

10.1.2 The Developer, upon completion of construction of the Project, shall apply for occupancy certificate of the Project with the Competent Authorities. The Developer, on receipt of the entire Total Sale Price and any other amounts payable by the Allottee(s) to the Developer in relation to the Unit, shall execute a sub-lease deed to sub-lease the Unit together with proportionate indivisible share in the Common Areas, within 3 (three) months from the date of issuance of the occupancy certificate / the completion certificate for the Project, as the case may be, to the Allottee(s). However, in case the Allottee(s) fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the Allottee(s) authorizes the Developer to withhold registration of the sub-lease deed in his / her favour till payment of stamp duty and registration charges to the Developer is made by the Allottee(s).

10.1.3 That the Allottee(s) agrees and undertakes that, the Developer reserves all its right to assign all or any of its rights / obligations towards development and construction of the aforesaid Project in favour of any group company or associate company or a subsidiary company or a special purpose vehicle (hereinafter referred to as "SPV") to be formed or any other entity under joint venture / development agreement (hereinafter referred to as "Assignee Developer") for the purpose of development / construction of the Project. That the Allottee(s) further understands that, with effect from such date of assignment, all the letters and correspondence exchanged with the Allottee(s) including the monies paid there under shall automatically stand transferred in the name of such new company / SPV without any alterations in the original terms and conditions of allotment of Unit. In such an event, allotment Letter / Agreement for Sub-Lease / Sub-Lease Deed or other necessary documents will be executed by the Assignee Developer with the Allottee(s). That the Allottee(s) shall continue to perform all his / her / their / its obligations towards such Assignee Developer in accordance with terms and conditions mentioned hereof.

10.2. **POSSESSION DELAY:**

Subject to Force Majeure Events, if the Developer fails to abide by the time schedule for completing the Project and handing over the Unit to the Allottee(s), the Developer agrees to pay to the Allottee(s), who does not intend to withdraw from the Project, Interest as mentioned earlier on all the amounts paid by the Allottee(s), for every month of delay, till the handing over of the possession.

10.3. **PROCEDURE FOR TAKING POSSESSION:**

10.3.1. The Developer, upon obtaining the occupancy certificate, from the Competent Authority shall offer in writing the possession of the Unit, to the Allottee(s) in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice only after making the full and final payment including Interest on delayed payment, dues, charges, stamp duty, registration charges etc. payable for the said Unit in terms of this Agreement and issuance of NOC by the Developer and then only the Developer shall give possession of the Unit to the Allottee(s). The Allottee(s) agrees to pay the Maintenance Charges as determined by the Developer / Association of Allottees, as per Maintenance Agreement which will be signed between the Developer / Maintenance Agency / Association of Allottees and Allottee(s) as the case may be. The Developer on its behalf shall offer the possession to the Allottee(s) in writing upon receiving the completion certificate and / or the occupancy certificate of the Project, as applicable.

10.3.2. Upon the Allottee(s) complying with all provisions, formalities, documentations including declarations, undertakings and indemnities, etc. as may be prescribed by the Developer in this regard and provided the Allottee(s) is not in default of any of the terms and conditions of this Agreement, the Developer shall serve upon the Allottee(s), a notice (hereinafter referred to as "Possession Notice") to take the possession of the Unit and then the Developer shall give possession of the Unit to the Allottee(s) on the date specified in the Possession Notice which date shall be within 15 (fifteen) days of the Possession Notice (hereinafter referred to as "Possession Date"). Non-completion of other units, Common Areas, Club House and other Project amenities at the time of possession cannot be a reason for not taking the possession of the Unit by the Allottee.

10.3.3. Upon receiving a written intimation from the Developer as per clause 10.3.2, the Allottee(s) shall take possession

10.3.4. After obtaining the occupancy certificate and handing over physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Developer to hand over the necessary documents and plans, including Common Areas, to the Association of Allottees or the Competent Authority, as the case may be, as per the Applicable Law.

10.4. DEEMED POSSESSION:

10.4.1. It is understood by the Allottee(s) that even if the Allottee(s) fail to take possession of the Unit after the Possession Notice has been served, the Allottee(s) shall be deemed to have taken possession of the same on the Possession Date.

10.4.2. The Maintenance Charges for the Unit shall be payable by the Allottee(s) from the date of physical possession or the [●] ([●]) day from the date of Possession Notice whichever is earlier.

10.4.3. In case the Allottee(s) fails to take possession within the time provided in clause 10.3.2, such Allottee(s) shall be liable to pay to the Developer holding charges at the rate of Rs. 2/- (Rupees Two Only) per month per square feet of Carpet Area for the period beyond 3 (three) months till actual date of possession in addition to Maintenance Charges as per this Agreement.

10.5. CANCELLATION BY ALLOTTEE(S)

The Allottee(s) shall have the right to cancel / withdraw his / her / their / its allotment in the Project as provided under the RERA Act and the U.P. RERA Rules. Provided that where the Allottee(s) proposes to cancel / withdraw from the Project without any fault of the Developer, the Developer shall be entitled to forfeit Booking Amount and Non-Refundable Amount. After the aforementioned deductions, the Developer shall return 50% (fifty percent) of the balance amount within 45 (forty-five) days of such cancellation / withdrawal, and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Unit. The Developer shall inform the previous allottee(s) the date of re-allotment of the said Unit and shall display the information/date of re-allotment on the official website of U.P. RERA.

10.6. RESPONSIBILITIES

On and from the Possession Date:

10.6.1. The Unit shall be at the sole risk, cost and consequences of the Allottee(s) and the Developer shall have no liability or concern thereof.

10.6.2. The Allottee(s) shall become liable to pay the Maintenance Charges and all other expenses necessary and incidental to the management and maintenance of the Project as provided in clause 23 in respect of the Unit and the Common Areas and facilities.

10.6.3. All taxes, duties, levies, cesses, statutory charges etc. including GST, deposits imposed, demanded or required to be paid to the authorities concerned or the Association of Allottees as may be decided shall be borne solely by the Allottee(s).

10.6.4. The Developer shall not be responsible for any damage caused to the Unit on account of delay in taking over possession and in such an event; the Allottee(s) will have to take possession of the same on as is where is basis, however, the Allottee(s) shall continue to be liable to pay Maintenance Charges as per the Maintenance Agreement.

10.6.5. Notwithstanding anything herein contained, the Developer shall not be required to give possession of the Unit to the Allottee(s) till the entire Total Sale Price and all other amounts due hereunder are paid by the Allottee(s) to the Developer.

10.6.6. The Developer agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottee(s), which it has collected from the Allottee(s), 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

the Allottee(s), or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee(s), the Developer agrees to be liable, even after the transfer of the Unit, to pay such outgoings and penal charges, if any, to the respective Competent 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.

11. COMMON AREAS, AMENITIES AND FACILITIES

- 11.1. It is expressly agreed by and between the Parties hereunder, that the Common Areas and all the internal roads are intended for the use and benefit of all the Allottee(s), occupants and users of all the units and other premises in the entire Project.
- 11.2. The Common Areas, amenities and facilities shall always remain the property of the Developer, till the management of the Project is transferred to the Association of Allottees. The Club House shall be transferred to the Association of Allottees upon completion of the construction and development over the Project Land. The Allottee(s) and other occupants shall abide by such rules and regulations for use of the Common Areas, the Club House, if any and other amenities and facilities as may from time to time be framed by the Developer and / or the Association of Allottees. However, the Developer and the Association of Allottees shall be entitled to collect from the Allottee(s) the proportionate share of outgoings for the upkeep and maintenance of the Common Areas, Club House, and other amenities and facilities (if any).
- 11.3. The Allottee(s) together with all other allottees in the Project will not have any individual right in Common Areas and other amenities and facilities built or provided in the Project for the common use and enjoyment of all the Allottee(s).
- 11.4. The Developer shall have the right to put hoardings, neon signs or communication equipment in its name or in the name of its affiliates in the Common Areas of the Project.
- 11.5. The Allottee(s) is aware that certain Common Areas, Club House and the other facilities and amenities may not be available till the entire Project is completed. For this reason, the Allottee(s) shall not be entitled to any compensation or reduction in the agreed Total Sale Price for the units or shall they refuse to take possession of the Unit on the Possession Date or refuse to pay Maintenance Charges or any other outgoings.
- 11.6. The Limited Common Areas in the Project shall be reserved for utilization only by the units to which it is assigned and do not fall part of the Common Areas of the Project. The Limited Common Areas shall be solely maintained by the allottee to which the Limited Common Area is assigned.

12. WATER, ELECTRICITY AND OTHER UTILITIES

12.1. WATER SUPPLY

Water supply to the occupants / unit holders of the Project will be made available from Greater Noida Jal Board or any other available source as may be permitted by the authorities concerned. Allottee(s) are prohibited from installing pumps to boost water supply or applying for independent water connections other than the connections made available by the Developer. Cost of supply of additional water by tankers or otherwise, if required, shall be borne by the Allottee(s) of the units in the Project.

12.2. POWER SUPPLY AND OTHER UTILITIES

12.2.1. The Developer shall provide a [●] KVA electricity load for the Unit. The Developer may provide any additional electricity load to the Allottee(s) upon receiving a written request from them, subject to availability of additional electricity load and on payment of charges amounting to Rs. 25,000/- (Rupees Twenty-Five Thousand Only) per KVA. The Allottee(s) agree and confirm that any cost towards additional infrastructure required for supply of additional power load shall be borne by the Allottee(s) at cost + 20% (Twenty Percent) basis.

12.2.2. The Allottee(s) shall be liable to pay for power supply at the applicable rate for the Unit.

Competent Authority / company / agency.

12.2.4. The Developer shall provide meters to the owners of the units, including the Allottee(s), upon payment of the Actual Cost of the meter. The amount recoverable from the Allottee(s) towards the same will be intimated in due course as soon as the same is known to the Developer and the Allottee(s) shall pay the same within the due date to be mentioned by the Developer.

12.2.5. Any security deposit towards any utilities would be subject to revision and replenishment and the Allottee(s) shall be liable to pay proportionately such revision and replenishment to the Competent Authority / company / agency as per their norms.

12.2.6. The continued supply of electricity power, water and other such utilities shall depend on the supply received from the concerned utility supplier like Competent Authority, electricity supplier company etc.

13. CLUB HOUSE

13.1. The Developer intends to set up the Club House which, together with all its assets and facilities, shall form part of the Common Areas of the Project. The Developer reserves the right to decide the amenities and facilities to be provided in the Club House.

13.2. The Developer will construct a club house (hereinafter referred to as "**Club House**") on a portion of the Project Land in addition to the Common Amenities, which shall be constructed upon the Project Land. The usage of the Club House and amenities shall be governed by the provisions made herein in clause 13 of this Agreement.

13.3. It is expected that the Club House will become operational simultaneously with the completion of the Project over the Project Land. It is understood by the Allottee(s) that non-operation of the Club House or any of the facilities or amenities shall not be deemed as delay in handing over the possession of the Unit and the Allottee(s) shall take possession of the Unit whenever the same is offered for possession by the Developer in accordance with this Agreement. For non-availability of Club House facility or other amenities till completion of the entire Project the Allottee(s) shall not be entitled to any compensation or reduction in price as it is clearly understood that the Club House facility will be available on completion of the entire Project over the Project Land.

14. CLUB HOUSE MEMBERSHIP

14.1. The Allottee(s) shall pay to the Developer Rs. [●]/- (Rupees [●] Only) by way of club membership charges (hereinafter referred to as "**Club Membership Charges**") plus applicable taxes thereon as mentioned in **Schedule E**.

14.2. The Allottee(s) shall pay annual subscription and applicable usage charges with applicable taxes thereon to the Developer, as prescribed from time to time and also abide by rules and regulations framed by the Developer or the Association of Allottees as applicable or its nominated agency for management of the Club House (as the case may be). It is further expressly agreed and understood that the Club House shall be used by the Allottee(s) or occupiers of the other units in the Project and is for the exclusive beneficial use of the Allottees / occupiers of such units only and no other person(s).

14.3. The bonafide guests of the Allottee(s) and / or the other occupants of the units in the Project may be permitted (if the management of the Club House so decides) to use the Club House, along with them, on such terms and conditions as the management of the Club House may decide from time to time.

14.4. The membership of the Club House shall be in the name of the Allottee(s) of the Unit only (i.e., no corporate membership). However, if the Allottee(s) is other than an individual, it will be required to nominate the occupier of the Unit, who, while in occupation of the Unit will be entitled to use the Club House.

14.5. The Allottee(s) understands and accepts that the membership of the Club House is an amenity and an integrated

- 14.6. The lessees / licensee of the Allottee(s) of the Unit within the Project shall be eligible for temporary membership of the Club House. However, such occupier may be charged extra for usage of the Club House at the discretion of the management of the Club House.
- 14.7. The detailed terms and conditions of membership and rules and regulations governing the use of the Club House facilities will be formulated and circulated in due course before the Club House is made operational. The Allottee(s) shall abide by the rules and regulations as amended from time to time and shall under no circumstance create a hinderance or obstruction for the other occupants to use the Club House.
- 14.8. The Club House will be managed, operated and maintained initially by the Developer / Maintenance Agency till the formation of the Association of Allottees. Once the Association of Allottees is formed, the Club House will be managed by the Association of Allottees. The operational costs / charges of the Club House will be included in the Maintenance Charges and will be as determined from time to time by the Maintenance Agency and / or the Association of Allottees, as the case may be.
- 14.9. The annual subscription for the Club House payable to the Developer / Maintenance Agency and / or Association of Allottees will be fixed by the Developer and / or Association of Allottees having regard to the expenses incurred by them and it may be charged to the Allottee(s) of units on equal basis in the Project.

15. FORMATION OF ASSOCIATION OF ALLOTTEE(S) UNDER U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP) ACT, 2010.

- 15.1. The Allottee(s) is aware and acknowledge(s) that the Developer shall have the right to decide the nature of the Association of Allottees, whether to form a society or a company of which the Allottees of the Project shall become members.
- 15.2. The Allottee(s) along with other owners / occupiers of units and other premises in the Project shall join in forming and registering the Association of Allottees to be known by such name as the Developer may decide and for this purpose also from time to time sign and execute the application for registration and / or membership and other papers and documents necessary for formation and the registration of such Association and for becoming members, including the bye-laws of the proposed Society or Association or Memorandum of Association of such company and duly fill in, sign and return to the Developer within 07 (seven) days of the same being forwarded by the Developer to the Allottee(s), so as to enable the Developer to register the said organization of such Allottees as contemplated under the RERA Act. No objection shall be taken by the Allottee(s) if any changes or modifications are made in the draft bye-laws, or the Memorandum and or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, or any other Competent Authority as the case may be.
- 15.3. The Developer assures the Allottee(s) that the Project in its entirety is in accordance with the provisions of the U.P Act.
- 15.4. Notwithstanding the formation of the Association of Allottees and the handover of Common Areas and facilities, the Allottee(s) and the Association of Allottees shall not, in any manner, object to, interfere with, or restrict the rights of the Developer to undertake, carry out, or complete any development works, construction, repairs, maintenance, installation of utilities, or related activities within the Project, including any unsold, retained, or future phases of the Project, or any other adjoining or related property owned and/or developed by the Developer. The Developer shall have an unrestricted right of access to the Project for the aforesaid purposes and the Allottee(s) and/or the Association of Allottees shall provide all necessary cooperation to enable the Developer to complete such works without obstruction, delay, or hindrance.
- 15.5. The Developer shall have the exclusive and unfettered right to allot, sell, transfer, or otherwise deal with the car parking spaces within the Project in the manner it deems fit, subject to Applicable Laws. The Association of Allottees shall not, at any time, object to or interfere with, or create any hindrance in the exercise of such rights by the Developer. It is further clarified that such car parking spaces do not form part of the Common Areas and facilities handed over to the Association of Allottees, and the Developer shall remain entitled to deal with the same independently.

16. COMPENSATION TO ALLOTTEE(S)

16.1. The Developer shall compensate the Allottee(s) in case of any loss caused to the Allottee(s) due to defective title of the Project Land, in the manner as provided under the RERA Act, and the claim for Interest and compensation under this clause shall not be barred by limitation provided under any law for the time being in force.

16.2. Except in case of occurrence of Force Majeure Events, if the Developer fails to complete or is unable to give possession of the Unit:

(i) in accordance with the terms of this Agreement, duly completed by the Completion Date; or

(ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the RERA Act, then the Developer shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available including compensation in the manner as provided under the RERA Act, to return the total amount received by it from the Allottee(s) with respect to the Unit within 45 (forty five) days of it becoming due.

Provided that in the event if the Allottee(s) does not intend to withdraw from the Project, the Developer shall pay Interest to the Allottee(s) for every month of delay, till the handing over of the possession of the Unit, which shall be paid by the Developer to the Allottee(s) within 45 (forty five) days of it becoming due.

16.3. The Allottee/(s) hereby acknowledge(s) and agree(s) that the Project is part of a layout development and hereby agree(s) and irrevocably consent(s) that the Developer is to take steps and shall be required to transfer only the management of the Project to the Association of Allottees within 3 (three) months from the date the occupation certificate for the Building is issued by the Authority.

16.4. The Developer hereby further agree(s) and irrevocably consent(s) that the Developer will, in addition, handover to the Association of Allottees, the management of the basements and other structures for amenities and facilities to be constructed on the Project Land i.e. the Common Areas within the Project to the Association of Allottees.

16.5. The Allottee(s) further agree(s) and irrevocably consent(s) that the Developer shall assign / sub-lease / convey the Project Land to the Association of Allottees upon receipt of the occupancy certificates for the last of the Building or wing in the layout of the Project Land.

16.6. Even if the management of the Project is transferred to the Association of Allottees, the Developer will not be bound to hand over possession of the Unit to the Allottee(s), until all the amounts which are due and payable by the Allottee(s) are paid to the Developer under this Agreement or otherwise are paid along with Interest, if any. The Developer shall have lien on the Unit for the unpaid price along with interest, if any, payable to them as also for any other amount payable by the Allottee(s) to the Developer. Till such amount with interest, if any, is paid to the Developer, the Allottee/(s) will not be entitled to possession of the Unit and the possession of the Developer shall continue till then.

16.7. The Allottee(s) hereby agrees and confirms that even post the transfer of management to the Association of Allottees, the Allottee/(s) shall continue to pay all the outgoings as imposed by the Developer and / or concerned authorities and proportionate charges to the Developer from time to time as may be applicable.

16.8. The Association of Allottees as applicable shall be liable to maintain, repair, renovate, reconstruct, re-build on the Project Land inter alia the Project, the electric sub-station, drainage line, electric cables, common water pipeline, or any other common facilities to be used and enjoyed by the occupants of the Building constructed thereon post transfer of the Project to the Association of Allottees.

17. TRANSFER OF TITLE / SUB-LEASE DEED

17.1. The Developer, on receipt of the entire Total Sale Price and any other amounts payable by the Allottee(s) to the Developer in relation to the Unit, shall execute a sub-lease deed and sub-lease the superstructure and the title of

Allottee/(s). However, in case the Allottee(s) fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the Allottee(s) authorizes the Developer to withhold registration of the sub-lease deed in his / her / their / its favour till payment of stamp duty and registration charges to the Developer is made by the Allottee(s).

- 17.2. The Allottee(s) hereby agree(s) and irrevocably consent(s) that the Developer will transfer by sub-lease and handover lawful, vacant, peaceful, physical possession of the Common Areas within the Project to the Association of Allottees of the Project as per the declaration given by the Developer under Section 4(2)(I)(C) of the RERA Act.
- 17.3. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of the deed of conveyance / sub-lease in favour of the Association of Allottees shall be borne and paid by the Association of Allottees in the same proportion as the carpet area of the Unit bears to the total carpet area of the units in the Project.
- 17.4. Each of the Allottee(s) shall hand over the waste generated to the approved dismantler or recycler or shall return the waste to the pick-up or take back services provided by the producers under extended producers responsibility as per E-Waste (Management and Handling) Rules, 2011 or any statutory modification or re-enactment. The liabilities shall arise to do so from the date the Allottee(s) is / are offered the possession of his / her / their Unit.
- 17.5. The name of the Project to be developed over the Project Land is "***The Sephyra***" and the same shall not be changed by the Association of Allottees. Furthermore, the logo/symbol of the Developer affixed/displayed on the Project shall be maintained, preserved, and kept intact by the Association of Allottees at all times, at its sole cost and expense. It is clarified that, the Developer shall never be liable or required to pay any transfer fees and / or any amount, compensation whatsoever to the Association of Allottees in respect of the sub-lease / sale / transfer of the unsold units or resale of any units in the event of cancellation of earlier sale, even after the execution of the deed of conveyance / sub-lease deed in favour of the Association of Allottees.

18. MORTGAGE

The Allottee(s) hereby declares and confirms that the Developer has prior to the execution hereof, specifically informed the Allottee(s) that:

- 18.1. The Developer may have an arrangement with certain Banks, Financial Institutions, Housing Finance Companies, NBFCs, Fund Houses etc. (hereinafter collectively referred to as "**Banks**"), under which the said Banks would grant a line of credit to the Developer to facilitate development of the Project undertaken and carried on by it. As security for repayment of loans which may be advanced to the Developer by the said Banks and may create or cause to be created mortgages / charges on the Project Land and / or construction thereon in favour of the Banks, and the securities created in favour of the said Banks may be substituted from time to time. The Developer is entitled to raise finance by securitization of its receivables for the units allocated to it and the Allottee(s) has given and granted his / her / their / its specific and unqualified consent and permission to the Developer for doing the same.
- 18.2. The Developer specifically reserves its right to offer the Project Land along with the construction thereon or any part thereof (save and except the Unit but including the receivables therefrom), as security (including by way of a mortgage or charge) to any other credit / financial institution, bank or other person / body, who has advanced or may hereafter advance credit, finance or loans to the Developer, and the Allottee(s) has given and granted his / her / their / its specific and unqualified consent and permission to the Developer for doing the same.
- 18.3. The Allottee(s) hereby irrevocably and unconditionally declares, agrees, undertakes, covenants, confirms and assure/s that he shall, if and whenever requested by the Developer hereafter in this regard, and within 07 (seven) days of receiving the Developer's written intimation in this regard, sign, execute and give to the Developer, in such form as may be desired by the Developer, any letter or other document recording his specific, full, free and unqualified consent and permission for the Developer offering and giving the units / premises / buildings and structures proposed to be constructed on the Project Land or any part thereof, as security in the manner mentioned in clause 18.2 hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Allottee(s) shall be of the essence of this Agreement, and that on the basis of the declaration, agreement, undertaking,

- 18.4. In the event the Developer has availed of any finance for the development of the Project Land from any Lender and created any charge on the Unit, then the said Developer shall provide an NOC issued by such Lender and provide a copy thereof to the Allottee(s) prior to execution of the sub-lease deed in favour of the Allottee(s).
- 18.5. That the Developer, without any express or implied limitation, hereby declares that, if the Developer creates any charge or mortgage under clause 18.2 or any other clause of this Agreement, such charge or Mortgage shall not affect, in any manner whatsoever, the right and interest over the Unit hereby allotted to the Allottee(s) under this Agreement.
- 18.6. Notwithstanding anything contained in clause 18 of this Agreement, the Allottee(s) shall have the right of first charge over the Unit, subject to fulfilment of his rights and obligation under this Agreement.

19. STAMP DUTY AND REGISTRATION OF THIS AGREEMENT

- 19.1. This Agreement will be executed and registered in favour of the Allottee(s) within a period of 30 (thirty) days from the date of allotment of the Unit or the date of dispatch of this Agreement by the Developer, whichever is later.
- 19.2. The stamp duty, registration charges, legal fees and all other costs incidental to the execution of this Agreement and any other documents to be executed in pursuance thereof including the transfer / sub-lease deeds of the Common Areas of the Project, including the Project Land shall be borne and paid by the Allottee(s) alone.
- 19.3. The Allottee(s) shall lodge the original hereof for registration with the concerned Sub-Registrar of Assurances, at Greater Noida and the Developer or their duly authorized agents shall attend such office and admit execution thereof.
- 19.4. The Allottee(s) shall, in addition to the Total Sale Price, pay all other costs, charges, applicable taxes, levies, cesses, statutory charges, Other Charges, etc. including GST. The Allottee(s) shall also pay to the Competent Authority, Government or other public body or authority his share of betterment charges or any Other Charges by whatever name called or other cess, tax, levy or payment that may be hereafter charged, levied or sought to be recovered in respect of the Project Land. The Total Sale Price of the Unit is calculated on the aforesaid basis and the Developer is not and shall not be liable to contribute any amount towards any of the aforesaid costs, charges, expenses and outgoings. If any rate of tax, is increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Agreement, which was or will be assessed on the Developer in connection with performance of the Agreement, an adjustment of the Total Sale Price shall be made by addition to the contract price or deduction therefrom. Taxes and duties, as applicable, should also be charged on supply of water, electricity, security services etc.
- 19.5. In the event of any stamp duty, registration charges (if required to be paid) or any other tax, levies, cess, statutory charges, Other Charges, etc. including GST becoming due or payable at any time before or after the transfer of the management to the Association of Allottees, the Allottee(s) shall deposit with the Developer the amount proportionately or actually due in respect of the Unit before the Developer gives possession of the Unit or any time thereafter.

20. BINDING EFFECT

Forwarding this Agreement to the Allottee(s) by the Developer does not create a binding obligation on the part of the Developer or the Allottee(s) until the said Agreement is executed and registered in accordance with clause 19 above. If the Allottee(s) fails to execute and deliver to the Developer this Agreement and / or appear before the Sub-Registrar for its registration pursuant to clause 19 above, then the Developer shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 07 (seven) days from the date of receipt of the aforesaid notice by the Allottee(s), the Developer shall have the right to cancel the allotment of the Unit by refunding the Booking Amount and any other amounts paid under this Agreement within 45 (forty five) days of such cancellation, without any Interest. This shall however exclude the Non-Refundable Amount.

21. THE ALLOTTEE(S) HIMSELF / HERSELF / THEMSELVES / ITSELF AND WITH INTENTION TO BIND ALL PERSONS INTO WHOSOEVER HANDS OVER THE UNIT MAY COME, HEREBY COVENANT/S WITH THE DEVELOPER AS FOLLOWS

- 21.1. The Allottee(s) shall not (i) use the Unit (including the Limited Common Area, as applicable) or permit the same to be used for any purpose other than residential use and (ii) use the Reserved Car Parking Space(s) for any other purpose than parking vehicles or use the Unit and the Reserved Car Parking Space(s) for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other units or for any unauthorized or illegal or immoral purposes / in violation of any provision of law applicable thereto. Further, the Allottee(s) shall not use or permit the same to be used for any purpose other than permissible under any law for the time being in force.
- 21.2. The Allottee(s) shall not store in the Unit and / or Reserved Car Parking Space and / or within the Common Areas of the Project, and / or within Limited Common Area (as applicable), any goods which are of hazardous, combustible or dangerous nature or are so heavy as to cause danger to the construction or structure of the Building or storing of which goods is objected to by the concerned local / other authority / Association of Allottees.
- 21.3. The Allottee(s) shall not carry or cause to be carried heavy goods, which may damage or likely to damage the staircase, common passage or any other structure of the Building and the Unit, including entrances of the Building in which the Unit is situated and in case any damage is caused to the Building in which the Unit is situated or to any residential unit on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of the breach.
- 21.4. The Allottee(s) shall not without the written permission of the Developer/s or their authorized agent, make any additions or alterations in the Unit and / or balconies / terraces and / or Reserved Car Parking Space(s) or cause any damage to or nuisance in the Project in any manner and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, or other structural members in the Unit / Building without the prior written permission of the Developer and / or Association of Allottees. If the alteration / addition requires any permission from the authorities, then the same shall be obtained by the Allottee(s) at his own costs, risks and consequences.
- 21.5. The Allottee(s) shall not without the written consent of the Developer or Association of Allottees, put up any name plate, sign board, neon sign, publicity or advertisement material etc. on the face / facade of the Building or any where on the exterior of the Project. With a view to maintain uniform aesthetics of the exterior of the Building, the Allottee(s) is not permitted and shall 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. Name plate shall be put up in places designated for the said purpose by the Developer or the Association of Allottees.
- 21.6. The Allottee(s) shall not without the written permission of the Developer / Association of Allottees, store / keep any material in any area other than the Unit.
- 21.7. The Allottee(s) shall not hinder or obstruct the progress of the construction of the Project or any other construction on any part of the Project Land in any manner whatsoever.
- 21.8. The Allottee(s) shall not carry out any structural alterations of whatsoever nature in the Unit and in particular it is hereby agreed that the Allottee(s) shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erections in the bathroom which may result in seepage of the water. If any of such works are carried out, the defect liability as stated in clause 6.8, of this Agreement shall automatically become void. In case such works are carried out without consent and / or affect any other unit, the Allottee(s) shall be liable for damages and costs of repair.
- 21.9. The Allottee(s) shall not cause any nuisance or annoyance to the neighbors and / or to the other occupants / owners of the units in the Project.

- 21.11. The Allottee(s) shall not do or suffer to be done anything in or about the Building and/or the Unit and/or on the staircases and /or fire escape passage and/or the common passages which may be against the rules or regulations and by-laws of the Association of Allottees and/or any Competent Authority.
- 21.12. The Allottee(s) shall not refuse or neglect to carry out any work directed to be executed in the Building or in the Unit after he had taken possession thereof, by a Competent Authority, or require or hold the Developer liable for execution of such works.
- 21.13. The Allottee(s) shall not encroach upon or make use of any portion of the Building or open space of the compound not acquired by him or otherwise not forming part of the Unit.
- 21.14. The Allottee(s) shall not restrain the Developer and / or its servants and / or agents and / or its employees from entering upon the Unit till the conveyance / sub-lease of the Common Area and the buildings thereon (including the Building) is executed, by the Developer for inspecting the same at all reasonable times after reasonable notice or from carrying out any construction or repair work on any part of the Building or the Unit for proper maintenance or continuation of the facilities and amenities provided therein including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the Building and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes.
- 21.15. The Allottee(s) shall not affix any grill(s), fixture(s), pot(s), plant(s), or any other object(s) whatsoever, outside the window(s) and / or main door of the Unit, other than what has been provided by the Developer at the time of possession of the Unit.
- 21.16. The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Building in which the units situated or any part thereof or whereby any increased premium shall become payable in respect of the Building and / or the Unit.
- 21.17. The Allottee(s) shall not let, sub-let, transfer, assign or part with the Unit, interest or benefit of this Agreement or part with the possession and / or personal license of the Unit until (i) the amounts payable towards Total Sale Price, along with Other Charges and all the dues payable by the Allottee(s) to the Developer under this Agreement till the date of such transfer, assignment, etc. are fully paid up; and / or (ii) payment of any transfer charges as imposed transfer fees / charges; and / or (iii) the Developer has in writing permitted the Allottee(s) to do so which permission the Developer may give only if the Allottee(s) has / have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and the terms and conditions mentioned herein:
- 21.17.1. The Allottee(s) shall at all times co-operate with the other allottees / occupiers of the other units in the Project, for the purpose of management and maintenance of the Unit, open / Reserved Car Parking Space(s) and the towers and the Project.
- 21.17.2. The Allottee(s) shall maintain the Unit at its own costs as a prudent person in good and tenantable condition and shall not do or suffer to be done anything in or to the Building, or the Unit, or the staircases, 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 Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 21.17.3. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association / its nominees. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

21.18. The Allottee(s) shall at all times co-operate with the other allottees / occupiers of the other units inside the Project, for the purpose of management and maintenance of the Unit, open /Reserved Car Parking Space(s) and the Building.

21.19. The Allottee(s) shall as a condition to the transfer / sub-lease / rent of the Unit to a third party bind the subsequent transferee / sub-lessee / tenant / occupant by all terms and conditions of allotment including this

- 21.20. The Allottee(s) shall become a member of the Association of Allottees, from time to time sign all letters, writings, communications, applications forms and registration documents and to do all other acts, deeds, matters and things as the Developer and/or the Association of Allottees shall require him/her/them to do.
- 21.21. The Allottee(s) shall observe, perform and comply with all the terms of the Developer Sub-Lease Deed, bye-laws, rules and regulations of the Association of Allottees.
- 21.22. The Allottee(s) shall pay to the Developer within 7 (seven) days of demand by the Developer, his share of security deposit charges / premium demanded by the concerned local authority or Government for giving water drainage, electricity or any other service connection to the Building in which the Unit is situated.
- 21.23. The Allottee(s) shall bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority, and / or Government and / or other public authority, on account of change of use of the Unit by the Allottee(s), viz. use for any purpose other than for residential purpose.
- 21.24. The Allottee(s) shall observe and perform all the rules and regulations which the Association of Allottees may frame at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Building and the Unit and on the observance and performance of Applicable Laws for the time being of the Competent Authority. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Developer / Maintenance Agency / Association of Allottees regarding the occupation and use of the Unit including to pay and contribute regularly and punctually towards all applicable taxes, duties, levies, cesses, statutory charges, shared expenses including GST or other outgoings fixed by them.
- 21.25. The amounts of deposits and outgoings payable of the Unit and premises in the Project have been fixed provisionally by the Developer and the Allottee(s) shall be bound by the same. The Developer / Association of Allottees may revise and re-fix the amounts payable for the various units. The excess of collections, if any, by the Developer over the outgoings shall be paid over by the Developer to the Association of Allottees on execution of conveyance / sub-lease of the Common Areas to it as if it constituted a part of the deposit collected under this clause, subject to accounting adjustments, if any. If the amount of monthly Maintenance Charges fixed by the Developer is found to be short, the Allottee(s) shall pay to the Developer such revised amount as may be fixed by the Developer, failing which the same shall be considered as breach of this Agreement by the Allottee(s).
- 21.26. That the Allottee(s) agrees that the Allottee(s) shall from time to time sign all relevant applications, papers, documents, and do all the acts, deeds and things in pursuance to the transaction as the Developer may require for safeguarding the interests of the other Allottee(s) of residential unit(s) of the Building including the Allottee(s). It is further agreed that the Allottee(s) shall ensure that in the event the Allottee(s) gives possession of the Unit(s) to any third party by way of conveyance/ sub-lease/assignment or otherwise, such person shall from time to time, sign all applications, papers and documents and do all other acts, which the Developer may require for safeguarding the interests of the other Allottee(s) of the unit(s) of the Building.
- 21.27. The Developer has furnished to the Allottee(s) the particulars of estimated outgoings of the Unit.
- 21.28. The Allottee(s) has represented and warranted to the Developer that he has the power and authority to enter into and execute this Agreement.
- 21.29. The Allottee(s) hereby undertakes and covenant to the Developer that he shall at all times comply with all provisions under the Applicable Laws, including the laws, rules and regulations and terms and conditions of the YEIDA authority and Principal Lease Deeds and shall be responsible / liable for all defaults, violations or breaches of any of the conditions, levies or rules and regulations as may be applicable. The Allottee(s) accepts and acknowledges and further agrees and undertake that if the Applicable Laws demand submission of any declaration relating to the super area / Common Area / Carpet Area of the Unit / Project Land premises to the Competent Authority, then the Developer would have the sole right to file such declaration without any objection from the Allottee(s) and also submit necessary details to the Competent Authority.

22. THE ALLOTTEE(S) DOTH/DO HEREBY DECLARE/S, CONFIRM/S AND COVENANT/S WITH THE DEVELOPER AS UNDER

and coordinating in the management, planning, supervision, marketing and sales management of the Project.

- 22.2. The Developer has absolute, clear and marketable title with respect to the Project Land and absolute, actual, physical and legal possession of the Project Land.
- 22.3. There are no litigations pending before any court of law or authority with respect to the Project Land or the Unit.
- 22.4. The Principal Lease Deeds are valid and subsisting. There are no encumbrances on the Project Land.
- 22.5. The Developer shall deposit the Total Sale Price in a separate account (i.e. the Project Bank Account) as required under RERA Act and the U.P. RERA Rules.
- 22.6. The Developer has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project, which are valid and subsisting as on the date of this Agreement and have been obtained by following due process of law and shall obtain requisite approvals from time to time to complete the development of the Project. Further, the Developer has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, Project Land, Unit and Common Areas.
- 22.7. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- 22.8. At the time of execution of the sub-lease deed, the Developer shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be.
- 22.9. It is agreed between the Parties that the right of the Allottee(s) shall be restricted only to the Unit agreed to be purchased by the Allottee(s) and the Allottee(s) shall have no right to any space or any area or areas outside the Building in which the Allottee(s) has agreed to acquire the Unit and the same shall continue to belong to the Developer.
- 22.10. The Allottee(s) does hereby irrevocably authorize the Developer to submit any revised plan for the purpose of making any amendment, change or modification in the Project Plans in respect of the Building, in accordance with Applicable Laws. If due to any change in the Layout Plan/Project Plan, the said Unit becomes preferentially located, then Allottee(s) shall be liable and hereby agree to pay the preferential location charges as and when demanded by the Developer as per the prevailing rates.
- 22.11. The Developer confirms that the Developer is not restricted in any manner whatsoever from sub-leasing of the said Unit to the Allottee(s) in the manner contemplated in this Agreement. The Developer shall be at liberty to sub-lease, sell, convey and transfer or otherwise to deal with all other flats / units / premises and spaces in the Building or otherwise deal with its right, title and interest in the Project /Project Land in any manner it may deem proper. The Developer may sell, sub-lease, transfer or assign all their rights, title and interest in the Project Land (subject to the rights and interests created in favour of the Allottee) including in respect of the unsold units in the Building but without in any manner affecting the Allottee(s) rights.
- 22.12. The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authorities till the occupancy certificate (as applicable) has been issued and possession of Unit, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the Association of Allottees or the Competent Authority, as the case may be.
- 22.13. 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 Developer in respect of the Project Land and/or the Project.

23. MAINTENANCE OF THE UNIT

- 23.1. The Allottee(s) shall become a member of the Association of Allottees. The Allottee(s) shall observe and abide by all the

- 23.2. Upon completion of the Project and until the formation of the Association of Allottees, the Developer will either maintain the Project by themselves or hand over its management for maintenance to the Maintenance Agency. At the discretion of the Developer and as when called upon the Developer, the Allottee(s) shall be required to execute a separate agreement (hereinafter referred to as "**Maintenance Agreement**") with the Developer or the Maintenance Agency nominated by the Developer for providing certain maintenance services in the Project and the Building in which the Unit is located. The maintenance services, maintenance charges etc. and other terms and conditions shall be incorporated, in detail, in the Maintenance Agreement (as and when executed). The same is unconditionally agreed to by the Allottee(s).
- 23.3. For the enjoyment and maintenance of the Common Areas and facilities of the Project, the Allottee(s) shall be liable to pay the IFMS Charges (payable one time) and the proportionate Maintenance Charges per month of such area and facilities as may be fixed by the Developer and / or the Maintenance Agency and / or the Association of Allottees from time to time. The Maintenance Charges shall become payable from the Possession Date or as stipulated in clause 10.4. The Allottee(s) agree and confirm that the IFMS Charges and Maintenance Charges are in addition to the Total Sale Price and the same shall have to be paid by the Allottee(s).
- 23.4. In addition to the IFMS, the Allottee(s) shall be liable to pay a sum of INR 50/- (Indian Rupees Fifty only) towards the Sinking Fund, which shall be utilized for major repairs, replacements, or any other capital expenditure in relation to the maintenance of the Project.

In the event the Allottee(s) fails to make the aforesaid payment towards the Sinking Fund, the said amount shall be adjusted from the IFMS deposited by the Allottee(s), and the Allottee(s) shall be under an obligation to forthwith replenish the IFMS to its original amount, upon demand made by the Developer or the Maintenance Agency, as the case may be.

24. MAINTENANCE AGENCY

- 24.1. The Allottee(s) shall pay, as and when demanded, the Maintenance Charges including maintenance security deposit for providing, maintaining and up-keep of the Building and Common Areas and other deposits and charges for the various services therein, as may be determined by the Developer or the Maintenance Agency appointed for this purpose, as the case may be. The appointment of the Maintenance Agency will be at the sole discretion of the Developer and the Allottee(s) shall abide by the decision of the Developer and effect the payment.
- 24.2. The Allottee(s) upon taking possession of the Unit agrees to enter into a Maintenance Agreement with the Developer or Maintenance Agency for the maintenance and upkeep of the Building and the Allottee(s) undertake/s to pay the Maintenance Charges as raised by the Developer/Maintenance Agency from the date as mentioned in clause 10.3.2 (i.e. from the Possession Date) and use granted by the Competent Authority on pro-rata basis irrespective of whether the Allottee(s) is in occupation of the Unit or not.
- 24.3. The Allottee(s) agrees and understands that the right of entrance to the Unit shall be subject to the payment of the Maintenance Charges and performance of all the covenants of these presents or as may be imposed by the Developer or the Maintenance Agency appointed by the Developer/its nominees from time to time.

25. NOTICES

- 25.1. The Allottee(s) represents that his respective complete and correct address(es) is given in clause 25.2 below. It shall be the Allottee(s) responsibility to inform the Developer by registered post acknowledgement due about all subsequent changes, if any, in his address(es), failing which all demand notices and communications posted at the said registered address(es) as mentioned in clause 25.2 below shall be deemed to have been received by him at the time when those should ordinarily reach at such address(es) and the Allottee(s) shall be responsible for any default in payment and other consequences that might occur therefrom. Any notice, or letter of communication to be served on a Party by the other Party shall be sent by prepaid recorded delivery or registered post or by email or letter duly signed and sent by Fax at the address shown in clause 25.2 and shall be deemed to have been served on the addressee within 4 (four) days of posting or 24 hours (twenty-four) if sent by fax or by electronic mail. It is hereby clarified that any notice sent by fax should also be sent by registered post / courier. Further, any oral communication by anyone to the Developer

the Party giving it. Such notice shall be served by sending by fax to the fax number set forth below or sending by courier or by post as mentioned in clause 25.1 above to the address set forth below in respect of each Party:

The Developer: **IMPERIA STRUCTURES LIMITED**

Attention: CRM Department

Address: A-25, Mohan Co-operative Estate, Mathura Road, New Delhi-110044

Phone : 011-46469999

Email : response@imperiastructures.com

The Allottee(s): [•]
Attention : [•]
Address : [•]
Phone : [•]
Email : [•]

26. DISPUTE RESOLUTION AND GOVERNING LAWS

- 26.1. The Developer has assured the Allottee(s) that the Project in its entirety is in accordance with the provisions of RERA Act, U.P RERA Rules and the U.P Act.
- 26.2. Any dispute between the Parties (including their successors-in-interest) shall be settled amicably. In case of failure to settle the dispute amicably within a period of 90 (Ninety) days from the date on which the dispute arose, the dispute shall be referred to the Authority as per the provisions of the RERA Act, U.P. RERA Rules and regulations thereunder.

27. TERMINATION AND CONSEQUENCES

27.1. TERMINATION BY ALLOTTEE(S) FOR CONVENIENCE:

- 27.1.1. If the Allottee(s) desires to terminate this Agreement for no cause (i.e. no default of the Developer), the Allottee(s) shall notify the Developer about the intent to terminate in writing with acknowledgement and this Agreement shall stand terminated forthwith without any necessity of execution of any further documents by either Party.
- 27.1.2. On such notification by the Allottee(s) regarding termination, the Developer will be entitled to sub-lease the Unit to any third party, without any further consent of the Allottee(s).
- 27.1.3. Further, on such termination, the Developer shall, upon deducting the Booking Amount and the Non-Refundable Amount, refund 50% of the amounts received from the Allottee(s) within 45 (forty-five) days of such termination. The remaining amounts shall be refunded to the Allottee(s) upon re-allotment of the Unit to another person or the expiry of one year from such termination, the earlier of the two. The Developer shall inform the Allottee(s) the date of re-allotment of the said Unit and also display the information / date of re-allotment on the official website of the Authority.
- 27.1.4. If the Allottee(s) has taken any financial facility from any financial institution or bank, the Allottee(s) shall obtain prior NOC from such financial institution or bank prior to seeking termination as mentioned herein.

27.2. TERMINATION BY ALLOTTEE(S) ON DELAY OF POSSESSION:

- 27.2.1. Subject to what is stated under clause 10 of this Agreement, the Allottee(s) shall be entitled to terminate this Agreement if the possession of the Unit is delayed by the Developer beyond the Completion Date by giving a termination notice of 15 (fifteen) days. The Developer shall in such an event be liable to refund within 45 (forty-five) days all the amounts received from the Allottee(s), along with Interest to be calculated from the date such amounts were received from the Allottee(s). Provided however the Allottee(s) shall on receipt of the refund, execute such documents and writings as may be required by the Developer to provide valid discharges to the Developer. However, it is clarified that on such termination, the Developer will not be liable to refund the amounts already paid or payable till the date of such termination.

prior NOC from such financial institution or bank prior to seeking termination as mentioned herein.

27.2.3. Notwithstanding the above, where an Allottee(s) does not intend to withdraw from the Project or terminate this Agreement, the Developer shall pay the Allottee(s), the Interest for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Developer to the Allottee(s) within 45 (forty-five) days of its becoming due.

27.3. TERMINATION BY ALLOTTEE(S) FOR OTHER DEFAULT OF DEVELOPER:

27.3.1. The Allottee(s) shall be entitled to terminate this Agreement in the event the Allottee(s) withdraws from the Project due to: (i) any incorrect or false statement under any notice, advertisement, prospectus or brochure with respect to this Project issued by the Developer and / or (ii) suspension or revocation of registration of the Developer under the RERA Act or U.P. RERA Rules; and/or (iii) discontinuation of the Developer's business as a developer; and / or (iv) the absolute deletion of the said Unit on account of reduction of overall number of units or floors in the Project due to any regulatory / legal reasons or any reasons beyond the control of the Developer whatsoever and the alternate unit being offered by the Developer not being acceptable to the Developer; the Developer shall refund all amounts paid by the Allottee(s) towards the Total Sale Price within 45 (forty-five) days of such cancellation along with Interest from the date of receipt of such amount. The Allottee(s) hereby undertake and agree that the Allottee(s) shall not raise any further demands for compensation in future whatsoever in this regard.

27.3.2. If the Allottee(s) has / have taken any financial facility from any financial institution or bank, the Allottee(s) shall obtain prior NOC from such financial institution or bank prior to seeking termination as mentioned herein.

27.4. Termination by Developer:

27.4.1. In the event the Allottee(s) commits a breach of any of the terms and conditions of this Agreement and pursuant to a written notice from the Developer for rectification / remedy of the default, the Allottee(s) fail(s) to rectify such breach within a period of 15 (fifteen) days to the satisfaction of the Developer, then in that event the Developer shall be at liberty to terminate this Agreement by giving a termination notice in which event, the consequences set out below shall follow.

(i) The Allottee(s) shall cease to have any right or interest in the Unit and every part thereof and will cease to have benefits of this Agreement.

(ii) The Developer shall be entitled to sub-lease the Unit at such consideration and on the terms and conditions to such other person or party as the Developer may in their absolute discretion deem fit.

(iii) The Developer shall within 45 (forty-five) days of the termination coming into effect, refund without interest to the Allottee(s) herein the amounts paid by the Allottee(s) to the Developer in pursuance of this Agreement after deducting therefrom the Booking Amount and Non-Refundable Amount;

Provided however the taxes and outgoings, including GST, if any, already paid (including on the forfeited amount) or due and payable by the Allottee(s) in respect of the Unit up to the date of termination of this Agreement shall be borne by the Allottee(s) and the Developer shall not be liable to refund / reimburse the same.

27.4.2. The amounts calculated by the Developer after deducting the amounts mentioned hereinabove shall be accepted by the Allottee(s) in full satisfaction of all his / her / its / their claims under this Agreement. However, if the total amount of deductions computed as mentioned in clause 27.4.1 above is not realized by the Developer, then the Allottee(s) shall be liable to pay the same within 21 (twenty-one) days of notice of demand in writing from the Developer. In the event of delay in making this payment to the Developer, the Allottee(s) shall be liable to pay the said amount with Interest thereon.

27.4.3. Notwithstanding anything to the contrary contained in clauses 27.1, 27.2 and 27.3 hereinabove, the Developer may in its sole discretion be entitled to seek and the Allottee(s) hereby agree/s and undertake/s to execute a deed, document or writing including a cancellation deed and to register it at his / her / its / their cost to record cancellation of this Agreement before the Sub- Registrar of Assurances simultaneously against receipt / refund of the amount as

cancellation deed shall be borne and paid by the Allottee(s).

27.4.4. In the event of non-cooperation by the Allottee(s) in cancellation of this Agreement as aforesaid, the Developer shall be entitled to file and register a Declaration or any such other document with respect to termination and cancellation of this Agreement, before the Sub- Registrar of Assurances and sub-lease the Unit to a third party.

27.4.5. If the Allottee(s) has / have taken any financial facility from any financial institution or bank, then in that event the Allottee(s) agree/s that based on the terms of such loan, the balance amount referred to in clause 27.4.1(iii) less the deductions specified in clause 27.4.1(iii) above would be paid over to the financial institution or bank and the Developer will be entitled to take NOC, and release of charge on the Unit, from such financial institution or bank directly to that effect without approaching the Allottee(s). Banks to take cognizance of this clause while issuing housing loan to the Allottee(s).

27.4.6. In the event the Developer is unable to deliver the Unit to Allottee(s) because of the reason of absolute elimination of the Unit on account of reduction in the overall number of units or floors in the Project, due to any regulatory / legal reasons or any reasons beyond the control of the Developer whatsoever, the payments made towards the Total Sale Price received will be refunded to the Allottee(s) along with Interest within 120 (One Twenty) days from the date of such impossibility and no other compensation of any nature whatsoever shall be payable by the Developer to the Allottee(s).

27.4.7. Subject to clause hereinabove, in case of absolute elimination of the Unit on account of reduction of overall number of units or floors in the Project due to any regulatory / legal reasons or any reasons beyond the control of the Developer whatsoever or if the building in which the Unit is allotted is not being constructed due to any force majeure circumstances or for any other regulatory / legal reasons or any other reasons beyond the control of the Developer whatsoever, then the Developer may allot another unit in any other building of the Project, subject to the availability of an alternative unit, and the Allottee(s) shall be liable to pay difference in the sale price, if any. However in the event the Allottee(s) does not accept the alternative unit allotted, the payments made towards the Total Sale Price received from the Allottee(s) will be refunded along with Interest from the date of receipt of such consideration in the manner as detailed under this Agreement and no other compensation of any nature whatsoever shall be payable by the Developer to the Allottee(s).

27.4.8. The Allottee(s) agrees and confirms that any refund under this Agreement to the Allottee(s) shall be subject to him/her/them/it surrendering all original documents issued by the Developer including but not limited to this Application Form to the Developer.

28. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Allottee(s) as follows:

28.1. The Developer has absolute, clear and marketable title with respect to the Project Land; the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Project.

28.2. The Developer has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project.

28.3. There are no encumbrances upon the Project Land or the Project.

28.4. There are no litigations pending before any Court of law or Authority with respect to the Project Land, Project or the Unit.

28.5. All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, Project Land, Building, Unit and Common Areas.

28.6. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.

- 28.8. At the time of execution of the sub lease deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be.
- 28.9. The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authorities till the occupancy certificate (as applicable) has been issued and possession of Unit, Project Land or Building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the Association of Allottees or the Competent Authority, as the case may be.
- 28.10. 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 Developer in respect of the Project Land and/or the Project.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's office, or at some other place, which may be mutually agreed between the Developer and the Allottee(s). This Agreement shall be registered at the office of the Sub-Registrar, Greater Noida in accordance with clause 19 above. Hence, this Agreement shall be deemed to have been executed at Gautam Budh Nagar.

30. OTHER TERMS

- 30.1. This Agreement may only be amended through written consent of the Parties.
- 30.2. If any provision of this Agreement shall be determined to be void or unenforceable under the 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 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.
- 30.3. 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.
- 30.4. The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's office, or at some other place, which may be mutually agreed between the Developer and the Allottee/(s) at Gautam Budh Nagar. After the Agreement is duly executed by the Allottee/(s) and the Developer or simultaneously with the execution the said Agreement, the same shall be registered at the office of the Sub-Registrar at Gautam Budh Nagar, if so required under Applicable Laws. Hence this Agreement shall be deemed to have been executed at Gautam Budh Nagar.
- 30.5. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions, representations, or agreements, whether written or oral. In the event of any inconsistency or discrepancy in interpretation, the provisions of the recitals, clauses, and schedules of this Agreement shall prevail over any other documents or representations not forming part of this Agreement.
- 30.6. The Agreement is entered amongst the Parties on principal to principal basis.
- 30.7. Provisions of this Agreement applicable on Allottee(s) / subsequent allottees. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

obligations and provisions contained in this Agreement and on part of the Allottee(s) to be observed, performed and fulfilled and complied with and therefore, the Allottee(s) hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer/s and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and / or provisions hereof by the Allottee(s).

- 30.9. That the Developer shall be solely responsible for all obligations and liabilities of a "Developer" under RERA Act or any Applicable Law.
- 30.10. The Allottee(s) agree(s) and acknowledge(s) that he / she / it / they has / have agreed to purchase the Unit without reliance upon any representation concerning any potential for future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation or investment potential.
- 30.11. The Allottee(s) hereby acknowledge(s) and agree(s) that by applying for/acquiring the Unit, the Allottee(s) acquire(s) no right, title, ownership or interest in the Developer's brand or the marks, logos or other trademarks, service marks, trade names, symbols, emblems, logos, insignias, indicia of origin, slogans and designs used in connection with the brand, all of which belong to the Developer.
- 30.12. In case there are joint Allottees, all communications shall be sent by the Developer to the Allottee(s) whose name appears first and at the address given by him / her which shall for all intents and purposes be considered as properly served on all the Allottees.
- 30.13. Only the courts in Greater Noida and the High Court at Allahabad shall have sole and exclusive jurisdiction in all matters arising out of or concerning this Agreement.
- 30.14. The Developer may have represented certain facilities, certain qualities of construction and pictures depicting the Building and / or the Project in the marketing collateral material / brochure of the Project / layout and / or website of the Developer and / or in any advertisement material published by the Developer in any print or electronic media. The Allottee(s) is / are aware that these are conceptual representations and that there may be changes in the actual elevation or façade of the Building and / or the Project and / or amenities which may be provided by the Developer to the Allottee(s).
- 30.15. The Allottee(s) will not make any claim due to such brochures and/or advertisement material published by the Developer. In case of conflict between such marketing collateral material/brochures and/or advertised material on one hand and what is stated in this Agreement on the other hand, the representations made within this Agreement alone shall prevail.
- 30.16. The advocates and solicitors of the Developer shall prepare and/or approve, as the case may be, the sub-lease deed and other supplemental documents to be executed in pursuance of this Agreement.
- 30.17. The delay or indulgence on the part of the Developer and/or the Developer in enforcing any of the terms hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Allottee(s) nor shall the same in any manner prejudice any of the Developer's and/or the Developer' rights hereunder or otherwise under law. The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Schedule as set out in **Schedule F** including waiving the payment of Interest for any delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Developer in the case of one allottee shall not be construed to be a precedent and / or binding on the Developer to exercise such discretion in the case of other allottees. 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 rights thereafter to enforce each and every provision.
- 30.18. The Allottee(s) shall pay proportionate share of property tax / lease rent to the Competent Authority assessed on the Building provided however that if any special taxes and / or rates are demanded by the Competent Authority by

- 30.19. That it is agreed between the Parties that save and except in respect of the Unit hereby agreed to be purchased by the Allottee(s), the Allottee(s) shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress / egress over or in respect other areas in the Building including the indivisible open spaces and all or any of the Common Areas and all of the facilities meant and earmarked to cater to all Allottee(s) of the residential units / flats.
- 30.20. If the Building or any part thereof in which the Unit is situated gets demolished and / or gets damaged due to Force Majure Events, such losses and damages incurred to the Building structure will be fully sustained by the Allottee(s) along with the other allottees and the Developer shall not be responsible for such loss / damage. The Allottee(s) shall have to make good the loss so sustained by them.
- 30.21. If any municipal rates, taxes, duties, levies, cesses, statutory charges, assessments etc. including GST are imposed due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the Project Land, the same shall be borne and paid wholly by the Developer. The Developer shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Allottee(s) will not object to the same for any reason whatsoever and shall allow the Developer, their agents, servants, etc. to enter into the Project Land, the terrace and any other open spaces in the Project Land for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings. The Developer shall be entitled to transfer or assign such right to any person or persons whom they may deem fit and the Association of Allottees shall not raise any objection thereto.
- 30.22. Nothing contained in these presents is intended, nor shall be construed to be a grant, demise assignment or transfer in law of the Unitor any part of the Building inter alia the Project Land to the Allottee(s).
- 30.23. This Agreement is being made in accordance with Notification No. 1673/Eight-3-18-65- Vividh/16 dated October 12, 2018, issued in accordance with the Uttar Pradesh Real Estate (Regulation and Development) (Agreement for Sale/Lease) Rules, 2018. It is hereby made clear that the Developer shall not be responsible for the consequences arising out of change in law or change or modification or enactment or re-enactment, fresh interpretation of any law (State and / or Central), Rules, Regulations, Circulars, Notifications, and byelaws thereof.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and signatures the day and year first hereinabove written.

SIGNED AND DELIVERED BY)
 the within named Developer)
 Imperia Structures Limited)
 by the hand of its Authorized Signatory)
 Mr. _____)
 in the presence of)
 1))
 2))
 SIGNED AND DELIVERED BY)

)

in the presence of

)

1)

)

2)

)

DRAFT

**SCHEDULE - A
FLOOR PLAN**

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**SCHEDULE - B
UNIT SPECIFICATIONS**

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SCHEDULE - C
DETAILS OF COMMON AMENITIES

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**SCHEDULE - D
LAYOUT PLANS**

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SCHEDULE - E
DETAILS OF OTHER CHARGES

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**SCHEDULE - F
PAYMENT SCHEDULE**

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SCHEDULE - G
DESCRIPTION OF THE UNIT, RESERVED CAR PARKING SPACE(S) AND LIMITED COMMON AREAS

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Schedule - H
DETAILS OF TOTAL SALE PRICE

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