

AGREEMENT FOR SUB-LEASE

This Agreement for Sub-lease ("Agreement") executed on this ____ day of _____

By and Between

AJAY ENTERPRISES PRIVATE LIMITED (CIN. U74899DL1968PTC004914), a Company incorporated under the provisions of the Companies Act, 1956, having its Registered and Corporate office at 8TH FLOOR, EROS CORPORATE TOWER, NEHRU PLACE, NEW DELHI (PAN - AAACA1967D), represented by its Authorized Signatory Mr. Dilbag Saini (Aadhaar No-. 481700340706) authorized vide board resolution/Authority Letter dated _____ herein after referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns.

AND

Mr. /Ms.(Aadhaar No._____) S/o./W/o./D/o. Mr. _____aged about _ Year's residing at _____ (PAN _____). Hereinafter called the '**Allottee**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter and Allottee(s) shall hereinafter collectively be referred to as the 'Parties' and individually as a 'Party'

DEFINITIONS:

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

- (a) 'Act' means the Real Estate (Regulation and Development) Act, 2016 as amended from time to time (16 of 2016)
- (b) 'Authority' means The Uttar Pradesh Real Estate Regulatory Authority or such other Authority as may be prescribed by the Government.
- (c) 'Government' means the Government of Uttar Pradesh.
- (d) 'Rules' means The Uttar Pradesh Real Estate (Regulation and Development) (Amendment), Rules, 2016 as amended from time to time.
- (e) 'Regulations' means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (f) 'Section' means a section of the Act.
- (g) '**Exclusive Balcony/ Verandah/ Open Terrace Area**' (EBVT) shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the Purchaser. EBVT Area is calculated including all finishes and railing/parapet and is subject to tolerance of +/- 5 per cent on account of structural, design and construction variances.
- (h) The singular shall include plural and vice versa;
- (i) All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral gender;
- (j) The expressions "hereof, "herein" and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular Clause or provision in which the relevant expression appears;
- (k) Reference to "Rupees" and "Rs." are references to the lawful currency of India;

WHEREAS:

- A. The Promoter is the absolute and lawful Lessee of Plot No. GH-01, Sector-2, Greater Noida, a Group Housing Residential plot total admeasuring 98373.75 square meters situated in Tehsil & District Gautam Budh Nagar, Uttar Pradesh vide Lease Deed dated 19.05.2010, executed with Greater Noida Industrial Development Authority (GNIDA), duly registered in the office of Sub-Registrar, GNIDA, in Book no - 1, Volume 6436 at pages 281-384 as document no. 11308 on dated 20.05.2010, out of which the Promoter is developing the current project on a land admeasuring 21727.75 sq. mtrs. hereinafter referred to as ("**Said Land**").

- B. The said land is earmarked for the purpose of building a Group Housing Project, comprising of eleven multistoried apartment buildings, the said Project shall be known as Eros Sampooram 3 ("**Project**").
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- D. The GNIDA has granted approval of building plans (revalidation) to develop the project vide Letter No. -----, dated ----- and original approval of building plan vide letter no. ----- dated.-----
- E. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the apartment plot or building as the case may be, from GNIDA. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The Promoter has got registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at www.up-rera.in on ----- under registration no. -----.
- G. The Allottee(s) had applied for an Apartment/ in the Project vide Application No EROS/SAM3/..... dated ----- and has been allotted Apartment- ---having of ----- square meters (----- square feet). Carpet area of ----- square meters (----- square feet), this doesn't include Balcony Area ----- square meters (----- square feet) & Outer wall area--- ----- square meters (----- square feet), on.....Floor in [tower/block/building] no. TOWER..... (building) along with right to use covered (Single) parking no ... admeasuring ----- square meters (----- square feet) in the basement/stilt, as permissible under the applicable law and of pro rate share in the common areas ("**Common Areas**") as defined under clause (d) of Rule 2 (1) of U.P real Estate (Regulation & Development) Rules, 2016. and deed of declaration submitted before the concerned authority (hereinafter referred to as the '**Apartment**' more particularly described in schedule A and the floor plan of the apartment is annexed hereto as **Schedule B**);
- GG The Allottee(s) has been allocated to use slot no Nil in the open parking area free of cost to be ratified by resident welfare association.
- H. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein.
- I. The Allottee(s) is aware and understands that the Sanctioned Plan, Specifications, Time Schedule of Project Completion, Development Work and Infrastructure Details, and other Relevant Documents/Information has already been provided by the Promoter and displayed at UP RERA Website "up-rera.in". And that The Allottee(s) undertakes that he has studied and investigated the said Documents/Information and is fully satisfied about their contents.
- J. The Allottee has understood and acknowledges that -
- (a) The Project registered in RERA vide Registration No. ----- is a part of total land of 98373.75 sq. mtrs. out of which construction on 46732 sq. mtrs. has already been completed and necessary occupation certificates have been obtained and that the Project Eros Sampooram 1 UPRERAPRJ972907 is under construction on 16380.00 sq mtrs of land and Eros Sampooram 2, UPRERAPRJ301564 is under construction on 13534.00 sq mtrs and the remaining 21727.75 sq. mtrs. shall be developed in current phase, and the allottee has no objection of other phases getting completed/constructed in due course of time.
- (b) The offer for possession of the said Apartment will be given on or before -30 Sep 2029- after obtaining part completion/occupation certificate. The completion date/time shall stand reasonably extended on account of (i) any force majeure events and/or (ii) reasons for environment, pollution/ or disaster management relating directions of the Authority beyond the control of the Promoter and/or its agents and/or (iii) due to non-compliance on the part of the Allottee(s) including on account of any default on the part of the Allottee(s). The Allottee agree(s) and understand(s) that the amenities, facilities shown/described in the brochure/other advertisement/commitments are/or/may be a part of the entire Group Housing project which may take some time to develop as and when all the phases are completed.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of the Lease deed dated 19.05.2010 with GNIDA all the laws, rules regulations, notification, etc., applicable to the Project.

- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In Accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sub-lease to the Allottee(s) the Apartment and the right to use of covered parking/open car parking (as applicable) as specified in **Para G & GG**.

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

1. TERMS :

1.1.1 Subject to the terms and conditions as detailed in this Agreement the Promoter agrees to sub-lease to the Allottee(s) the Apartment as specified in **Para G**.

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

1.2 The Total Price for the Apartment based on the Carpet Area is Rs. - Rupees -Only ("**Total Price**")

Block/Building/Tower No.	TOWER -
Apartment/ No.	-
Type	Residential-Other
Floor	- Floor
Carpet Area	- Sq. Mtrs - Sq. Ft
Exclusive Balcony Area	- Sq. Mtrs - Sq. Ft
Rate of Apartment/	Rs.- /-per square meter (Rs. - /-per square foot)* Carpet Area
Total Price	Rupees -Only

Pursuant to para 11 the price includes maintenance charges for the first year.

[AND] [if/as applicable]	
Covered Parking (single/single bay double)	--
Power Backup	_ KVA
Total Price (in Rupees)	Rupees-Only

EXPLANATION:

- (i) Total Price above includes the Booking Amount paid by the Allottee(s) to the Promoter towards the Apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over possession of the Apartment/Unit to the Allottee(s) and the association of Allottee(s) or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced based on such change / modification:

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such Taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes recovery of price of land, construction of [not only the apartment but also] the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring. Electrical connectivity to the Apartment/ , lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges for the first one year as per Para 11 etc. and includes capital cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

However, cost of Electricity meter Rs. 25,000 , IFMS Rs._____ (to be paid to the Promoter or the agency, appointed at the time of offer/possession), IGL/PNG connection, Sinking Fund, additional generator connected load, Prepaid Meter Charges, FTTH (fibre to the home) and any other additional facilities cost is not included and shall be paid extra by the Allottee(s) at the time of offering Possession. The charges like community facility monthly usage charges, utility, facility, amenities etc. services usage monthly charges are also not included in the cost of the Apartment. However, there will be no one time community facility membership charges.

- (v) That the Allottee(s) agrees and understands that, if any dues/charges/taxes/fees etc. payable by the Allottee(s) has not been paid because the same has not been demanded by Promoter or its authorised representative inadvertently by oversight, mistake or by ignorance and later it comes to the notice of the Promoter/representative then the same will be paid by the Allottee(s) with due interest as and when noticed and demanded by Promoter. This will not however take away in any manner, the obligations of the Allottee(s) specified herein.
- (vi) The Allottee(s) is aware that TDS shall be deducted from the above price in case the price of the property being purchased is above Rs. 50 lakh in accordance with the currently applicable rules as per the Income Tax Act, 1961 or as applicable at the time of payment. The Allottee(s) shall pay the TDS to the Government and deliver the relevant TDS certificate, challan, receipt and other relevant documents to the Promoter as per the Act and rules made there under, as applicable to this transaction. Any delay in making the payment to Promoter and /or taxes as aforesaid shall make the Allottee(s) liable to pay the interest to Promoter and/or any penalty levied by the concerned authority/ies in respect thereof.

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

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

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in '**Schedule C**' ('Payment Plan')
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ NIL per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at '**Schedule D**' and '**Schedule E**' (Which shall be in conformity with the advertisement, prospectus etc., on the basis of which Sub Lease is effected) in respect of the Apartment/ or building, as the case may be, without the prior written consent of the Allottee(s) as per the provisions of the act :
However it is noted though maintain the quality of structure as agreed in writing any depiction, expression, design, or color of tiles, marble, mica, or board may vary due to reasons ascribed availability or delivery or such other concerns as the promoter may bonafide deem proper

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as approved by the Authority or as per the provisions of the Act.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the building is complete and the completion certificate/occupancy certificate (as *applicable*) is granted by the competent Authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee(s) within forty-five days with annual interest at the rate prescribed in the rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the payment plan as provided in schedule C. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in Para 1.2 of this agreement.
- 1.8 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Apartment as mentioned below:
- (i) The Allottee(s) shall have exclusive sub-leasehold rights in respect of the said Apartment;
 - (ii) 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. It is clarified that the Promoter shall hand over the common Area to the association of Allottee(s) after duly obtaining the completion/occupation certificate from the competent Authority as provided in the Act.
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Area, internal development charges, external development charges, taxes, capital cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges for the first one year (as per Para 11 etc.) AND includes capital cost for providing all other facilities, amenities and specification to be provided within the Apartment/ and the Project. However the operation cost facility/activities, cost of Electricity meter, IFMS, IGL/PNG connection, Sinking Fund, additional generator connected load, Prepaid Meter Charges, FTTH (fibre to the home) and any other additional facilities cost is not included and shall be paid extra by the Allottee(s) at the time of offering Possession. The charges like community facility monthly usage charges, utility services usage monthly charges are also not included in the cost of the Apartment and shall be payable extra by the allottee.
 - (iv) The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case may be.
- 1.9 It is made clear by the Promoter and the Allottee(s) agrees that the Apartment along with the exclusive right to use **NIL** single covered parking shall be treated as a single indivisible unit for all purposes. Excepting the limitations of this phase-wise development of the project, it is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other Project or zone and shall not form a part of and/or linked/combined with any other Project in its vicinity or otherwise except for the purpose of integration of common infrastructure, facility, amenities for the benefit of the Allottee(s). It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Allottee(s) of the entire Group Housing Project being developed in phases.
- It is agreed that since the Project is being developed in phases, the facilities of all phases shall be common to Allottee(s) of all the phases after they are ready for use with unified common areas. It is also agreed that the Promoter has right to develop the entire Group Housing project approved by the competent authority in phases.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan taken by promoter and interest on such mortgages or other such encumbrances of promoter and such other liabilities of promoter payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the out goings collected by it from the Allottee(s) or any liability, promoter mortgage loan and interest thereon before transferring the apartment to the Allottee(s), the Promoter agrees to be liable even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.11 Allottee(s) has paid a sum of Rs.- (Rupees -Only) as Booking Amount being

Receipt Details :-

Rec Amt	Cheque dated	vide cheque No.	Pay Mode	Bank
			-	

part payment towards the Total Price of the Apartment towards application the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Apartment/ as prescribed in the Payment Plan **[Schedule C]** as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee(s) delays in payment towards any amount which is payable, Allottee(s) shall be liable to pay interest at the rate prescribed in the rules.

- 1.12 The images, audio-visuals, show flats in the marketing documents/ presentations/prospectus/ website by the Promoter may show additional features, additional fixtures, loose furniture etc. to provide the Allottee(s) or prospective Allottee(s) the conceptual sense of the possible lifestyle and such material shall carries a disclaimer or clarification for the same. Such conceptual marketing material color, scheme, design etc. shall not form the basis for the specifications and design commitment to the Allottee(s) and the committed layout and specifications are as detailed separately in this agreement and its Schedules.
- 1.13 The drawings committed in this agreement are for typical layout of the Apartment/ Based on detailed structural design considerations minor changes from typical layout shall be acceptable to the Allottee(s) and provision of columns shall be added to the typical layout as per structural design requirements for each Apartment.
- 1.14 That the design layout along with the specifications are based on structural design and minor changes in actual construction might happen due to new/ detailed structural requirements and shall be acceptable to the Allottee(s);
- Provided** that all the specifications are subject to replacement by almost equivalent brand/ quality at the discretion of the Promoter/Architect.
- 1.15 In the case where the Project is progressed ahead of schedule or completed before time or occupancy is handed over to the Allottee(s) before scheduled date then Allottee(s) will mandatorily pay their dues in accordance with the existing stipulations/actual stage wise completion of construction and no penalty/ interest/ costs can be imposed on the Promoter for such preponement of construction/ delivery. And if there is any delay in the aforesaid stage wise payment by the Allottee(s) then it shall be treated as a default and penalized as specified herein.
- 1.16 The Allottee(s) shall have equal undivided share in the apartment in case of more than one Allottee(s). If any Allottee(s) dies then the booking will continue after the Promoter receives a certificate regarding the legal heirs of the deceased from the appropriate authority and a no objection certificate from the bank if loan is availed. However, if there is any delay in payments or any defaults of the part of the Allottee(s) then such defaults shall be dealt in accordance with the provisions in this agreement and the notices/ communications shall be sent only at the address provided by the original Allottee(s).
- 1.17 The Carbon Credit Benefit arisen, if any, in the Project will be redeemed by the Promoter who will be solely entitled to same without any liability to share the same with any Allottee(s).

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on Written demand by the Promoter, within the stipulated time as mentioned in the payment plan [Schedule C] through A/c Payee cheque/demand draft/ bankers cheque or online (as applicable) in favour of 'Ajay Enterprises Private Limited -Collection A/c for Eros Sampooram 3 ' payable at par.

The Allottee(s) understand and agrees that he/she/they/it will not make any payment in cash and if there is any claim of cash payment by the Allottee(s) then such claim shall be summarily rejected by the Promoter.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 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 (as amended), Reserve bank of India Act. 1934 and the Rules and Regulation made there under or any statutory amendment(s)/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and Provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if Provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she/it may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. 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 Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the Application/Allotment of the said Apartment- applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS :

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

5. TIME IS ESSENCE:

Subject to force majeure The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment- to the Allottee(s) and the common areas to the association of Allottee(s) or the competent authority, as the case may be.

Similarly, the Allottee(s) shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C** ('Payment Plan')

6. CONSTRUCTION OF THE PROJECT / APARTEMNT :

The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent Authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this agreement the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the GNIDA and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided herein/under the Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.

Provided, alterations expressly mentioned or required by any provision of this agreement subject to the Act will be treated as legally valid.

Provided further, that any change/alteration/modification which is legally tenable by the process of law, if proposed by the Promoter in the course of construction in the general interest of the Allottee(s) shall be binding on the Allottee(s) and that the Allottee agrees that it/he/she will not raise any objection and such objection shall not be tenable.

7. POSSESSION OF THE APARTMENT:

- 7.1 ***Schedule for possession of the said apartment/*** - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee(s) and the common Areas to the association of Allottee(s) or the competent authority, as the case may be is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment/ along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on or before - unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pollution/air quality or any other local authority, Govt direction calamity caused by nature affecting the regular development of the real estate Project ('**Force Majeure**'). If, however, the completion of the Project is delayed due to the force majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment:

Provided that such force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to force majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the allottee within 120 days from that date. The Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this agreement. In case the Project is developed in phases, it will be the duty of the Promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the Association of Allottees or the competent authority as the case may be once all phases are completed. The Promoter shall not charge more than the normal maintenance charges from the Allottee(s).

- 7.2 ***Procedure for taking possession*** - The Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the Apartment to the Allottee(s) in terms of this agreement to be taken within two months from the date of issue of completion certificate/occupancy certificate (as applicable):

[Provided that, in the absence of Applicable Law the Sub-lease deed in favour of the Allottee(s) shall be carried out by the Promoter within 3 months from the date of issue of completion certificate/occupancy certificate subject to the timely co-operation from the Allottee(s) as the nature of the said Act prerequisites co-operation. The Promoter agrees and undertakes, to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter except due to events beyond the control of the Promoter. The Allottee(s), after taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association of Allottee(s), as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the Project. The Promoter shall hand over copy of the part completion certificate/occupancy certificate (as applicable) of the Apartment, as the case may be, to the Allottee(s) at the time of sublease of the same. That the final finishing of the Apartment shall be done after depositing the entire amount and obtaining no dues certificate from the Promoter. It is hereby clarified that the stamp duty and other statutory costs for registration of the sublease deed and also for registration of this Agreement shall be entirely borne by the Allottee(s).

- 7.3 ***Failure of Allottee(s) to take possession of Apartment*** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement, and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in para 7.2, such Allottee(s) shall be liable to pay to the Promoter holding charges at the rate of Rs. 2/- per month per sq. ft. of carpet area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Para 7.2.

7.4 **Possession by the Allottee(s)** - After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Apartment to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee(s) or the competent authority, as the case may be, as per the Applicable Law: [Provided that, in the absence of any applicable law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of Allottee(s) or the competent authority, as the case may be, within the time prescribed under the law, after obtaining the completion certificate/occupancy certificate (as applicable)].

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (being 10% of the total sales consideration/price) paid for the allotment. The Promoter shall return 50% (fifty percent) of the balance amount of money paid by the Allottee(s) within 45 (forty five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the apartment or at the end of one year from the date of cancellation/withdrawal by the Allottee(s), whichever is earlier. The Promoter shall inform the previous Allottee(s) the date of re-allotment of the said apartment / and also display this information on the official website of UP RERA on the date of re-allotment

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment/ (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee(s) within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

The Promoter subject to Lease Deed dated 19.05.2010 with GNIDA has absolute, clear and marketable title with respect to the said Land: the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

The Promoter has lawful right and requisite approvals from the competent Authorities to carry out development of the Project.

Except the rights of GNIDA under the Lease Deed dated 19.05.2010 there are no encumbrances upon the said Land or the Project

There are no litigations pending before any Court of law or Authority with respect to the said Land, Project being developed thereupon or the Apartment/ agreed to be subleased hereunder;

All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times upto the date of handing over the possession to the sub-lessee, remain to be in compliance with all Applicable Law in relation to the Project, Said land, Building and Apartment and Common Area;

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

That except allotment made to other Allottees with respect to any phase (es) in the project, The Promoter has not entered into any agreement for sale/lease and/or development agreement or any other agreement/ with any person or party with respect to the said Land, upon which the project is being developed and the said Apartment/Unit to the Allottee(s) in the

The Promoter confirms that the Promoter is not restricted in any manner whatsoever from sub-leasing the said Apartment/Unit to the Allottee(s) in the manner contemplated in this Agreement.

At the time of execution of the Sub-lease deed the Promoter shall handover lawful, vacant, peaceful, physical Possession of the Apartment/Unit to the Allottee(s) within the time period in terms of this agreement and the Common Area to the association of Allottee(s) or the competent authority, as the case may be in accordance with the provisions of acts and rules as applicable from time to time.

The Apartment/Unit is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Apartment/unit.

The Promoter has duly paid and shall continue to pay and discharge all undisputed government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of apartment, unit or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been offered to the Allottee(s) and the association of Allottee(s) or the competent authority, as the case may be;

No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said land and / or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the force majeure clause, the Promoter shall be considered under a condition of default, in the following events;

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

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the agreement after giving 30 days notice to cure the default, in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the apartment, along with interest at the rate equal to MCLR (Marginal cost of lending rate) on home loan of State Bank of India +1% unless provided otherwise under the rules. Within forty- five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee(s) within forty-five days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments for 2 (two) consecutive demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate equal to MCLR (Marginal cost of lending rate) on home loan of state Bank of India +1% unless provided otherwise under the rules. The Promoter must not be in default to take this benefit:

- (ii) In case of default by Allottee(s) under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/ in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the Booking Amount (10% of the total sales consideration/price) and the interest liabilities and this agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit;

Provided that the Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.

10. SUB-LEASE OF THE SAID APARTMENT :

The Promoter, on receipt of Total Price of the Apartment/ as per Para 1.2 under the agreement from the Allottee(s), along with any other due payments on account of interest etc., shall execute a Sub-lease deed and convey the title of the Apartment together with proportionate indivisible share in the common areas within 3 months from the date of issuance of the completion certificate and the occupancy certificate as the case may be, to the Allottee(s).

[Provided that, in the absence of applicable law, the sub-lease deed in favour of the Allottee(s) shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate subject to the timely co-operation from the Allottee(s) as the nature of the said act prerequisites co-operation. 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 Promoter to withhold registration of the sub-lease deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of Allottee(s) upon the issuance of the Occupancy certificate of the Project. The cost of such maintenance for 1 (one) year from the date of Occupancy certificate has been included in the total price of the Apartment.

However, if the Association of Allottee(s) is not formed or the maintenance is not taken over by the Competent Authority as provided in the Act within 1 year of Occupancy certificate, the Promoter will be entitled to collect from the Allottee(s) amount equal to the amount of maintenance incorporated in Para 1.2 + 10% in lieu of Price escalation for the purpose of maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charge to Association of Allottee(s) once it is formed as provided in the Act or to the competent authority as the case may be.

12. DEFECT LIABILITY :

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

Provided that the Allottee(s) or the Association of Allottees shall not disturb the lay out of the apartment or make structural changes during this period without written consent from the Promoter.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS :

The Promoter/maintenance agency/Association of Allottee(s) shall have rights of unrestricted access of all common areas, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of Allottee(s) and/or maintenance agency to enter into the Apartment/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.

14. USAGE :

Use of basement and service areas: The basement(s) and service areas, if any, as located within the Eros Sampooram 3 shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and services rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use of said maintenance services only.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT :

- 15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment/ at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment/ or the 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 Apartment/ and keep the Apartment/, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not any way damaged or jeopardized.
- 15.2 The Allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board / name- plate, neon light, publicity material or advertisement material etc. on the face/ façade of the Building or anywhere on the exterior of the Project, building therein parking or Common Area. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design including Balcony glazing/grills. Further the Allottee(s) shall not store any hazardous or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer load bearing wall of the Apartment/
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee(s) and/or maintenance agency appointed by association of Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. That a single point electricity connection shall be taken for the Project from the competent authority and electricity will be distributed through separate meters to the Apartment through prepaid systems unless otherwise directed by the competent authority. Any request by the Allottee(s) for reducing the electrical load or changing the power backup load shall not be entertained and no refund shall be made thereon and the load(s) shall be as mentioned in Schedules to this Agreement. The electric connection is provided as per the applicable government norms.
- The Allottee has noted and agreed that additional power back up and additional electricity load is subject to availability and upon payment of such amount as shall be determined by Promoter.
- It is agreed that electric supply and power backup supply capacity shall be provided as per general practice of diversification factor norms on total installed load.
- 15.4 The Allottee(s) hereby confirm, agree and acknowledge that, if booking of the said Apartment/-is done through any **Real Estate Agent or Broker**, then in that event Promoter shall not be held liable or responsible for any misrepresentation, misleading or false information or commitment provided by such Agent/Broker whether oral or written. The Allottee(s) further agrees and confirms that Promoter shall not be held responsible or liable for any commercial arrangements arrived at by and between such Agent/Broker with the Allottee(s).
- 15.5 In case of Residential Unit, the Allottee(s) shall not use the Premises for any purpose other than residence and shall not use the apartment for guest house or any commercial activities or any other activity not allowed under residential use by the competent authority. The Allottee(s) shall also not use the Car Parking(s) allotted to him/her/they for any other purpose other than for parking cars or two wheelers as permitted.
- 15.6 -

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

The Parties are entering into this Agreement for the Allotment of an Apartment/ with the full knowledge of the terms of the lease deed with GNIDA all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS :

Name_____

1 Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

SCHEDULE "A"- PLEASE INSERT DESCRIPTION OF THE APARTMENT/UNIT AND THE COVERED PARKING (IF APPLICABLE)
ALONG WITH THE BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE "B"- FLOOR PLAN OF THE APARTMENT

SCHEDULE "C"- PAYMENT PLAN

SCHEDULE "D"- SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/UNIT)

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

SCHEDULE " C "

Payment Plan : Payment Plan - 30:30:40

S. No.	Installments	Charge %	Total Unit Price (Rs.)
1			
TOTAL (Rs.)			
Adjustment on Rounding off			
TOTAL UNIT PRICE (Rs.)			

(Rupees Forty Lakhs Eighty-Two Thousand Two Hundred Eleven Only)

Besides the consideration mentioned here-in-above the Allottee(s) will be liable to pay (a) Meter Installment Charges of Rs./- and (b) Interest Free Maintenance Security (IFMS) amounting to Rs./- to the Maintenance Agency/Developer as may be decided from time to time alongwith taxes as applicable then.

In case of any change in GST or any other Levy/Tax, the subsequent amount payable by the Allottee(s), shall be increased or reduced on such change.

For Ajay Enterprises Pvt. Ltd.

(Authorised Signatory)

SCHEDULE " D "

4									-
5							-	-	-
6							-	-	-
7						-	-	-	-
8						-	-	-	-

SCHEDULE " E "

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT

Community Centre with recreational facilities, Swimming pool, Commercial, Nursery School and Milk Booth.