

GAUR CHRYSALIS (Phase 1)

RERA No. :

QR Code:

URL:

Collection Account No. and IFSC code

Project Launch Date:

AGREEMENT FOR SUB-LEASE

This Agreement for Sub-Lease ("**Agreement**") executed on this ____day of _____, 20____, at _____, District Gautam Buddha Nagar, Uttar Pradesh,

By and Between

M/S GAURSONS PROMOTERS PRIVATE LIMITED (CIN U45200DL2006PTC157197), a private limited company incorporated under the Companies Act, 1956 and validly existing under the provision of the Companies Act, 2013 having its registered office at Office No-F-101, First Floor, Plot no 2/3, Ashish Commercial Complex, LSC, New Rajdhani Enclave, Delhi-110092, and its corporate office at Gaur Biz Park, Plot No.-1, Abhay Khand-II, Indirapuram, Ghaziabad, Uttar Pradesh-201014 (hereinafter referred to as the "**COMPANY/DEVELOPER**" 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 assignees), of the **FIRST PART**, acting through its authorized signatory Mr./Mrs./Ms. _____ (son/daughter/wife of Shri _____, and having Aadhar no. _____), authorized vide the authority letter dated _____ (attached herein);

AND

Mr./Mrs./Ms _____ (Aadhar no. _____) & (PAN _____) aged about _____, residing at _____ and Mr./Mrs./Ms _____ (Aadhar no. _____) & (PAN _____) aged about _____, residing at _____, (hereinafter referred to as called the "**Allottee(s)**") (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).

*(Hereinafter, the Company/Developer and the Allottee(s) shall collectively be referred to as the "**Parties**" and individually as the "**Party**".)*

Definitions

Act: means the Real Estate (Regulation and Development) Act 2016.

Applicable Law(s): means all statutes, enactments, acts of legislature or parliament, including the Act, ordinances, laws, rules., bye-laws, building bye-laws, regulations, notifications, guidelines, directives and orders of the state government, statutory, municipal, or regulatory authority (including those issued by the YEIDA), tribunal, board, court, including approvals, guidelines, requirement or other governmental restriction and whether in effect as of the date of this Agreement or thereafter.

Authority: means Uttar Pradesh Real Estate Regulatory Authority.

Signature of the Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

Carpet Area: means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Explanation. – For the purpose of this clause, the expression “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Allottee(s); and “exclusive open terrace area” means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottees;

Collection Account means the collection account in the name of ‘_____’ bearing number ‘_____’ maintained with the _____ Bank Limited at its branch situated at _____ having IFSC Code _____ and branch email id _____

Common Area means:

- (i) the entire land for the real estate project, or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
- (ii) the stair cases, lifts, and lift lobbies, fire escapes, and common entrances and exits of buildings;
- (iii) the common basements, terraces, parks, playground, open parking areas and common storage spaces;
- (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii) all community and commercial facilities as provided in the real estate project;

Explanation: - community & commercial facilities shall include only those facilities which have been provided as common areas in the real estate project.

- (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use

Common Area Facilities: means all the facilities which will be developed for the use of allottees/occupants of the Project.

Deemed Completion: means, as envisaged in The Uttar Pradesh Urban Planning and Development Act, 1973, The Uttar Pradesh Industrial Area Development Act, 1976 and the U.P. Apartment (Promotion of Construction Ownership and Maintenance) Act, 2010 and the bye-laws of the concerned development authority, that in case the completion certificate/ occupancy certificate is not issued by the prescribed sanctioning authority within 3 (three) months of receipt of the application for obtaining completion certificate/occupancy certificate, complete with all the required certificates and other documents required, it shall be deemed that the completion certificate/occupancy certificate has been granted after the expiry of the aforesaid period of 3 (three) months.

Earnest Money/Booking Amount: means 10% of the total cost of the Apartment/Unit.

Government: means Government of Uttar Pradesh

Project: means, as explained in the Recital H herein below, the entire group housing complex being developed by the Company/Developer on the Project Land in the name and style of “GAUR CHRYSALIS (Phase 1)”. The Project has been registered with the Uttar Pradesh Real Estate Regulatory Authority at

Signature of the Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

Lucknow, under the provisions of the Act, under registration no. _____. The detailed layouts for the Project/Project Land is delineated in Schedule A, herein.

Project Land: means the land area admeasuring _____ sq. mtrs, upon which the Project is being developed, forming part of the Said Land (as defined in the recital D herein below) i.e. entire plot of land being plot no. "GH-12" (with total area admeasuring 47755square meters), situated at Sector-22D, Yamuna Expressway Industrial Development Authority, Gautam Buddha Nagar, Uttar Pradesh-203209 that has been sold and transferred in favour of the Company/Developer, as specified in the details outlined in Recital D and E of this Agreement,

Project Maintenance Charges: means the monthly charges payable by each allottees/occupants of the projects/units within the Project to the Company/Developer and/or the nominated agency of the Company/Developer for maintaining various services like maintenance of security, cleaning of all the common area facilities inside the project.

Regulations: means the regulations made under the Act.

Rules: means the rules for the state under the Act.

Section: means section of the Act.

Total Area: - means the Carpet Area, external walls, balcony and/or verandah area and the proportionate Common Area as per design calculation.

Note: For the purpose of clarity, Common area maintenance charges and other facility charges shall be taken and calculated on the Total Area.

WHEREAS:

- A. That the Yamuna Expressway Industrial Development Authority (hereinafter referred to as "YEIDA") is a statutory authority constituted under the provisions of the Uttar Pradesh Industrial Area Development Act, 1976, vide notification dated 24th April 2001. Initially incorporated as the Taj Expressway Industrial Development Authority, it was subsequently renamed as YEIDA by notification dated 11th July 2008. YEIDA is the absolute owner and is in possession of a large tract of land situated at Sector-22D, Yamuna Expressway Industrial Development Authority, District Gautam Buddha Nagar, Uttar Pradesh. Such land was acquired by YEIDA through due process under the Land Acquisition Act, 1894, and was thereafter developed by YEIDA for purposes of planned urban development, including residential, group housing, commercial, and institutional projects in accordance with applicable laws, regulations, and policies of the Uttar Pradesh Government.
- B. That to promote planned residential development, YEIDA launched a Group Housing Scheme bearing Scheme Code YEA-GH-09/2024 ("Scheme"). Under this Scheme, specific plots earmarked for group housing were offered to eligible developers via a transparent process of brochure publication, invitation of bids, and subsequent allotment.
- C. That YEIDA issued a detailed brochure specifying the terms of the scheme, eligibility criteria, bidding procedures, payment terms, lease period, construction obligations, and other essential details. Following the issuance of this brochure, YEIDA invited applications from interested bidders through an online bidding process, culminating in the issuance of allotment letters to successful bidders.
- D. That in accordance with the terms of the above scheme, Plot No. GH-12 located at Sector-22D, Yamuna Expressway Industrial Development Authority, District Gautam Buddha Nagar, Uttar Pradesh - 203209 admeasuring 47755 square meters ("Said Land") was allotted in the following manner:

Signature of the Company/Developer

Date:.....

Signature of the Allottee(s)

Date:.....

1. Land admeasuring area 47754.60 sq.mtr. vide the allotment letter bearing ref no. Y.E.A/GH09/4149/2025 dated 27.02.2025 ("**Allotment Letter**"); and
 2. Excess area admeasuring 0.40 sq. mtr. as per Letter bearing Ref no. Y.E.A/Builders / 4584/2025 dated 09-06-2025.
- E. That upon completion of all formalities, including payment of the prescribed premium, submission of requisite documents, and compliance with conditions stipulated in the Allotment Letter, YEIDA executed a Lease Deed dated 8th July 2025 (hereinafter referred to as "**Lease Deed**") in favor of the Company/Developer, thereby granting leasehold rights over the Project Land for a period of 90 (ninety) years, commencing from the date of execution of the Lease Deed. Under the lease, the Company/Developer is authorized to undertake construction of a Group Housing/Builder Residential Buildings as per the land use set out in the brochure of the Scheme and as per the building to be got approved by the Company/Developer from YEIDA.
- F. That following the execution and registration of the Lease Deed, YEIDA duly handed over the physical possession of the Project Land to the Company/Developer on 14th July 2025.
- G. That the Said Land is earmarked by the Company/Developer for development in two distinct phases i.e. Phase 1 (with an area admeasuring 37,915 sqm) and Phase 2 (with an area admeasuring 9,840 sqm), of which the Phase 1 has been planned to be developed upon the Project Land into a group housing complex and the building plans for which have already been sanctioned in the name of Gaursons Promoters Private Limited vide YEIDA's letter dated _____ bearing reference number _____ ("**Sanction Plan**").
- H. The Phase 1 i.e. the group housing complex, which is being developed upon the Project Land has been registered in the name and style of "**GAUR CHRYSALIS (Phase 1)**" ("**Project**"), with the Real Estate Regulatory Authority at Lucknow, under the provisions of the Act, on date _____. The detailed layouts for the Project Land is delineated in Schedule A, herein.
- I. The Company/Developer is fully competent to enter into this Agreement and has completed all the legal formalities with respect to the right, title and interest of the Company/Developer regarding the Project Land on which the Project is to be developed.
- J. The Allottee(s) had applied for a residential unit within the Project marked by application no. _____ and booking no. _____ dated _____. Based on the information provided by the Allottee(s) in the application form for provisional allotment of a residential unit and upon the Allottee(s) agreeing to abide by the standard terms and conditions of this Agreement, the Company/Developer agrees to allot/sub-lease the Apartment/Unit no. _____ ("**Apartment/Unit**"), encompassing a Carpet Area of square meters (..... square feet) situated at the _____ floor of the Tower _____ of the Project, complete with parking no. _____. The Allottee(s) additionally holds a proportionate share in the common areas of the Project ("**Common Areas**"), as explicitly defined within clause (n) of Section 2 of the Act. The floor plan for the Apartment/Unit, Specifications of the Apartment/Unit and the Parking No. with the Parking Layout Plan, are annexed and marked as Schedule B, Schedule C, and Schedule D respectively of this Agreement.
- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- L. The Allottee(s) also understands that the membership fee and the terms & conditions for use of any amenities within the Project shall be such as may be prescribed/ decided by the Company/Developer and/or its nominated agency from time to time. The Allottee(s) shall also strictly follow all the rules

Signature of the Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

and it is clearly specified herein that amenities within the Project means amenities developed by the Company/Developer particularly for the Project.

- M. The said Apartment/Unit shall be sold as an independent Apartment/Unit with undivided interest in the Common Areas and Common Area Facilities of the Project subject to the description mentioned in the deed of declaration submitted under section 12 of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.
- N. The commercial complex shall not constitute part of the Common Area. This commercial complex areas shall consistently remain independent and under the ownership of the Company/Developer, as also specified under the Deed of Declaration as per Section 12 of the Uttar Pradesh Apartment (Promotion of construction, Ownership & Maintenance) Act, 2010 and the Company/Developer retains the freedom to retain or transfer the ownership of such areas to any other party.
- O. The entry and exit of the commercial area are separate. The Residents Welfare Association ("RWA")/Apartment Owners' Association ("AOA") retains no right to object to or interrupt the services of the commercial area towards the electricity, access to common area facilities including clubhouse, gym, swimming pool, landscape and other related common areas and facilities etc as they have undivided proportionate share in the common areas for the Said Land.
- P. 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;
- Q. 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;
- R. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Company/Developer hereby agrees to sub-lease and the Allottee(s) hereby agrees to take on sub-lease the said Apartment/Unit and the open/covered parking (if applicable) as specified herein.

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 Subject to the following terms and conditions along with the other stipulations and representations detailed in this Agreement, the Company/Developer agrees to sub-lease to the Allottee(s) and the Allottee(s) hereby agrees to take on sub-lease, the said Apartment/Unit as specified in Recital I above;;
 - a) Both the parties confirm that they have read and understood the provisions of Setion-14 of the Act.
 - b) The Project "**GAUR CHRYSALIS (Phase 1)**" is a group housing project and the layout plan of the project has been sanctioned by the YEIDA. The up keeping and maintenance of the Project will be carried out either by the Company/Developer itself and/or its duly appointed management agency. The owner(s) of respective Apartment/Units within the Project shall be liable to pay maintenance charges where at present the amount of maintenance is Rs._____/ - (Rupees _____ only) per month per Apartment/Unit plus applicable GST. These charges shall be calculated on the said Apartment/Unit only. Terrace/paved/green area shall not be considered for calculation of

Signature of the Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

maintenance charges of respective Apartment/Unit. The said maintenance charges shall be escalated 10% every year.

***Note:** - It is hereby clarified that the aforementioned Project maintenance charges are tentative and have been calculated based on the current costing factors. These charges are subject to revision at the time of the offer for possession, considering the factors and costs prevailing at such time.*

- c) The Allottee(s) and their family members have the right to visit and inspect the Project site during the course of construction. However, it should be noted that while exercising this right, any loss or damage incurred to the Allottee(s) and/or their family members will not be the responsibility of the Company/Developer. Therefore, it is advisable to take necessary precautions while visiting the Project site.
- d) Any delay by the Government authorities in providing amenities such as road, electricity, sewer, and water supply etc. shall not be attributed to the Company/Developer.
- e) The Allottee and co-allottee (if any) shall have an equal share in the said Apartment/Unit. In the event of the death of either the Allottee or the co-allottee, the allotment will proceed only upon submission of a certificate regarding the legal heirs of the deceased from the appropriate authority, along with a No Objection Certificate from the Bank/NBFC/Housing Finance Company/any other Financial Institution, if a loan has been availed. Similarly in a case where any dispute arises between the Allottee(s), allotment will continue only after providing consent in writing by them and No Objection Certificate from the Bank/NBFC/Housing Finance Company/any other Financial Institution concerned. Interest shall be charged on delayed payments, and any disputes mentioned above shall not warrant an interest waiver of any kind. In above mentioned circumstances the Company/Developer shall hold the booking/allotment for two months only and there after the Company/Developer can cancel the said booking/allotment and the Allottee shall have no claim or right whatsoever except to the claim of refundable amount which shall be refunded after deduction as per the procedure described in this Agreement.
- f) It shall be always clear that if the Allottee(s) has availed loan for the said Apartment/Unit under a tri-partite agreement executed between the Company/Developer, the Allottee(s) and the lending Bank/NBFC/Housing Finance Company/any other Financial Institution, the Company/Developer is under obligation, in case of default by the Allottee(s), to refund the loan amount directly to the Bank/NBFC/Housing Finance Company/any other Financial Institution. Further, from the balance amount, the taxes which have been accrued towards the instalments to be paid against the cost of said Apartment/Unit and paid to the government shall not be refunded on cancellation of booking/allotment.
- g) That it shall be necessary to obtain a No Dues Certificate/No Objection Certificate from the Company/Developer in case of subsequent sub-lease/transfer along with due submission of the particulars of the subsequent transferee(s) with the Company/Developer, and the said NOC will be issued by the Company/Developer upon payment of applicable administrative charges and transfer/service charges + taxes as applicable at that time, further in case any transfer/service charges are payable to YEIDA that will be paid directly by Allottee(s).
- h) That the Allottee(s) understands and agrees that the Company/Developer shall not entertain or execute any endorsement/ nomination/ assignment of the rights of the Allottee(s) before the execution of final sub-lease deed. The endorsement/nomination/assignment shall be allowed at the sole discretion of the Company/Developer, upon payment of applicable charges.

Signature of the Company/Developer

Date:.....

Signature of the Allottee(s)

Date:.....

- i) The electricity infrastructure shall be provided for the capacity as opted in the application form and also in accordance with all other terms and conditions as per the electricity supply agreement (If Required),

Note:

1. At the time of applying for electrical connection, there may be the following two scenarios:

- (i) *Single Point Connection:* In this case the Company/Developer shall provide the infrastructure to the Allottee(s). The proportionate security amount deposited with the concerned electricity/power authority will be deducted from the IFMS at the time of handing over the maintenance and Common Areas of the Project to the RWA/AOA.
- (ii) *Multi Point Connection:* In this case, the Company/Developer shall provide the infrastructure for electricity in the said Apartment/Unit and the Allottee(s) will apply directly for electricity connection to the concerned electricity/power authority/ UPPCL/PVVNL etc. The cost of the meter, its installation, and security deposit shall be borne by the Allottee(s) itself.

2. The electrical installation/ transformers/ E.S.S. equipment and cabling shall be designed with 60 % diversity factor. For example for 100 KVA load only 60 KVA capacity shall be installed.

- j) That the power back-up facility will be provided through D.G. and its fixed and variable charges shall be payable by the allottees and its rate shall be decided at the time of offer for possession or thereafter depending upon the prevailing prices of fuel. The DG equipment and cabling shall be designed with 80% diversity factor. For example for 100 KVA load only 80 KVA capacity shall be installed. The D.G. back-up facility shall be subject to the policies of the Government and any modifications or alterations to the same in compliance with the changes in these policies shall incur additional charges for the allottees.

- k) The Company/Developer shall charge for water supply charges at the rate of minimum Rs. _____/- (Rupees _____ only) per Apartment/Unit per month or actual bill on basis of consumption, whichever is higher, and Common Area Electricity charges at the rate of minimum Rs. _____/- (Rupees _____ only) per Apartment/Unit per month or actual bill on the basis of consumption, whichever is higher. GST shall be charged additionally. These charges are apart from Maintenance charges. These rates shall be subject to escalation every year by minimum @ 10% per annum. Water meter cost shall be borne by the Allottee(s).

- l) IFMS* (Interest Free Maintenance Security Deposit) shall be paid and maintained by the Allottee(s) as per the Clause 11 of this Agreement.

- m) The addition or deletion of names of blood relations of the Allottee(s), or any other facilities or services requested by the Allottee(s) not arising due to any fault, negligence, or default on the part of the Company/Developer shall be subject to payment of administrative charges amounting to Rs. 75,000/- (Rupees Seventy-Five Thousand only) plus applicable GST. These administrative charges are subject to revision from time to time at the sole discretion of the Company/Developer.

- n) The sanctioned building plans for the Project have been approved by YEIDA in favour of Company/Developer, and the Project is being developed in accordance with applicable laws, regulations, and approvals as per which the Project shall comprise of seven (7) residential towers, and a clubhouse which shall be developed upon the Project Land.

Signature of the Company/Developer

Date:.....

Signature of the Allottee(s)

Date:.....

- o) The Allottee(s) acknowledges and agrees that the clubhouse, gym, swimming pool, landscape and other related common areas and facilities etc which shall also be developed by the Company/Developer upon the Said Land shall be developed in an integrated and unified manner for both the phases i.e. Phase 1 and Phase 2, and shall, upon completion, be shared and enjoyed jointly by all allottees across both the phases. Accordingly, it is expressly clarified by the Company/Developer and acknowledged and accepted by the Allottee(s) herein that the Allottee(s) shall have undivided proportionate share in the common areas for the Said Land. Since the share/interest of the 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 allottees/occupants of both the phases i.e. Phase 1 and Phase 2, without causing any inconvenience or hindrance to them. Further, the Phase 2 shall involve future expansions, which may include, but shall not be limited to, residential and commercial development and other ancillary facilities, subject to approvals from the competent authorities as applicable at the time. The timeline, design, and scope of Phase 2 shall be determined at the discretion of the Company/Developer and may be undertaken in one or more sub-phases, as per the discretion of the Company/Developer, and subject to regulatory approvals, and other relevant considerations. It is further acknowledged and agreed by the Allottee(s) that the Company/Developer shall have the exclusive and unencumbered right to utilise any additional floor area ratio (FAR)/floor sale index (FSI) or development potential that may become available in respect of the Said Land, whether due to changes in applicable law, policy, or otherwise, for the purposes of Phase 2 or any subsequent development, without any claim, objection, or demur from the Allottee(s). However, it has been expressly clarified that the development and/or the utilization of the additional FAR/FSI under the Phase 2 shall not, in any manner whatsoever, affect the rights, title and interests of the Allottee(s) associated with the Apartment/Unit.
- p) The financial arrangement for the acquisition of the said Apartment/Unit is the sole responsibility of the Allottee(s). If there is a delay in disbursement by the Bank/NBFC/Housing Finance Company/any other Financial Institution, the Allottee(s) shall be responsible for bearing all the due interest on the delayed payment.
- q) In the event of cancellation of the allotment/agreement for sub-lease of the said Apartment/Unit by the Company/Developer, as a result of any default on the part of the Allottee(s) and/or if the Allottee(s) voluntarily cancels the Apartment/Unit, the Company/Developer, in addition to the deductions permissible under the this Agreement, shall have the right to adjust/deduct the value of the benefits extended to the Allottee(s) under any scheme (in the form of free gifts/assured rental/interest waiver/ etc.) during the continuance of the booking and GST deposited, before releasing the refund amount (if any), that the Allottee(s) may be entitled to receive.
- r) Further any delay on account of the Authority for issuance of the completion certificate shall not be considered as a delay in completion on the part of the Company/Developer.
- s) After the Company/Developer has made the offer for possession to the Allottee(s), no request for any kind of change, modification or alteration in the name of the Allottee(s) shall be entertained by the Company/Developer, except for the changes, modification or alteration, which may be required in compliance with the Applicable Law(s).
- t) The Allottee(s) shall be bound to ensure their presence for the execution and registration of the final sub-lease deed within a period of 3 (three) months from the date of completion certificate with respect to the Project.

Signature of the Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

- u) The Allottee(s) undertakes and confirms that no action, suit, proceedings or investigation is pending or, in the knowledge of the Allottee(s), is threatened against the Allottee(s) before any court of law or government authority or any other competent authority which might have a material effect on the financial and other affairs of the Allottee(s) and/or which might put into question the legitimacy or authenticity of the sources of the funds through which the allotment/booking/purchase money had been paid to the Company/Developer. The Company/Developer reserves the right to cancel this allotment/ Agreement in case of failure of the Allottee(s) to disclose the pendency of any criminal investigation against the Allottee(s) before any court of law or government authority or any other competent authority in which the Allottee(s) was already facing charge sheet and/or which might put into question the legitimacy or authenticity of the sources of the funds through which the allotment/booking/consideration amount had been paid to the Company/Developer.
- v) The Project consists of multiple towers that will be constructed in a phased manner, with the acquisition of the relevant part completion certificate/ part occupancy certificate, completion certificate/occupancy certificate, deemed completion/deemed occupation for each tower. The final common areas, which includes clubhouse, gym, swimming pool, landscape and other related facilities will only be handed over after the completion of all the towers. The Allottee(s) and/or RWA/AOA shall be liable to pay the entire maintenance charges and shall not be entitled to withhold or reduce the maintenance charges during the progression of such work.
- w) The Allottee(s) accepts and acknowledges that pursuant to the cancellation of booking/allotment of the Apartment/Unit in accordance with the terms of this Agreement, the Company/Developer shall have the right to create third party interest in the said Apartment/Unit and reallocate the Apartment/Unit as per its discretion.
- x) The maintenance and management of the Project shall be carried out either by the Company/Developer itself, or by appointing a facility management company, at the Company's/Developer's sole discretion without any reference to the Allottee(s) and other occupants of the Project on such terms and conditions as the Company/Developer may deem fit and the Allottee(s) agrees and consents to the same. The Allottee(s) acknowledges that the Company/Developer may also retain some portion/apartment /units in the Project and the Allottee(s) shall not raise any objections with respect to the same.
- y) The Allottee(s) acknowledges that, neither the Company/Developer nor any broker, agent, or representative has informed, promised, or committed to any special schemes, incentives, gifts, pricing discounts, facilities, or provisions beyond what has been explicitly provided or disclosed in this Agreement or any related documents. Any such representations not expressly mentioned herein shall not be deemed binding on the Company/Developer or relied upon by the Allottee(s).

1.2 The total cost for the Apartment/Unit is (in words.....)
(Inclusive of GST). The total cost comprises of the basic cost of Rs. _____/- (Rupees
_____ only) and GST of Rs. _____/- (Rupees
_____ only).

Notes:

- a) *The above mentioned total cost of the said Apartment/Unit has been calculated on Carpet Area.*
- b) *GST @5% is included in the total cost of said Apartment/Unit and is subject to change depending on Govt. policies.*
- c) *TDS shall be deducted by the Allottee(s), as per the provisions of Income Tax Act, 1961, on the basic cost of the Apartment/Unit (excluding the GST amount).*

Signature of the Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

- d) *The total cost of said Apartment/Unit is exclusive of one year maintenance charges, water and common area electricity charges and Interest Free Maintenance Security or other charges (if any).*
 - i. *Maintenance charges, as specified in the Clause 1.1 (b), shall be applicable from the expiry of 3 months from the date of offer of possession or actual possession, whichever is earlier.*
 - ii. *GST of @18% shall be levied on Maintenance Charges, water charges and common area electricity charges and other facility charges (if any).*
- e) *If any of the cheques of the Allottee(s) gets dishonoured for any reason whatsoever, Company/Developer shall be fully entitled, at its sole discretion, to cancel the Booking and to forfeit Earnest Money or deposited amount whichever is lower along with Non-Refundable taxes*
- f) *If the Allottee(s) makes payment directly into the bank account of the Company/Developer, such payment shall be deemed received only upon issuance of a receipt by the Company/Developer.*

Explanation:-

- (i) The total cost above includes the booking amount paid by the Allottee(s) to the Company/Developer towards the said Apartment/Unit;
- (ii) The total cost above includes Taxes (consisting of tax paid or payable to the Company/Developer by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Company/Developer, by whatever name called) up to the date of handing over the possession of the Apartment/Unit to the Allottee(s) and the Project to the RWA/ AOA or the competent authority, as the case may be, after obtaining the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable): (GST subject to variation as per the Government norms)

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee(s) to the Company/Developer 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 the 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 Company/Developer 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 Company/Developer within the time and in the manner specified therein. In addition, the Company/Developer 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 Allottee(s) is fully satisfied with the cost of the said Apartment/Unit and has agreed to pay all the payments / amounts as per the agreed / applicable payment plan. The Allottee(s) hereby also agrees and undertakes to pay all the amounts due along with applicable Taxes and payable to the Company/Developer, in accordance with the Payment Plan opted, on or before the respective due dates. It is being clarified that the Company/Developer will send reminders for making the payment as per Payment Plan and/or for the invoices or demands raised by the Company/Developer, it is clearly clarified that these above-mentioned reminders can be by way of any communication like E-Mails or WhatsApp messages or through post as well. As the timely payment is the essence of this Agreement, so any kind of delay in payment either on account of self- funding or due to delay in arrangement of loans from Bank/NBFC/Housing Finance Company/any other Financial Institution shall be the

Signature of the Company/Developer

Date:.....

Signature of the Allottee(s)

Date:.....

sole responsibility of the Allottee(s). Further the Allottee(s) shall be responsible to bear and pay the delayed payment interest on the respective instalment to the Company/Developer.

- (v) The Total Price of the said Apartment/Unit includes recovery of price of land, construction of not only the said Apartment/Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric infrastructure in Project, lift, water line and plumbing, finishing as per specifications, fire detection and firefighting equipment in the Common Areas, etc. all as per the specification attached and includes cost for providing all other facilities, amenities as per the specifications given within the said Apartment/Unit and the Project. Further, it does not include the maintenance charges, IFMS, water charges, common area electricity charges and any other charges.

- 1.3 The Total Price is escalation-free, save and except for the increases which the Allottee(s) shall be liable for paying, and hereby agrees to pay, on account of any charges demanded by the Company/Developer on account of the demand by the Government/YEIDA on a pro-rata basis. Additionally, any demand and/or imposition, retrospectively or prospectively, including but not limited to farmer compensation, lease rent, land use charges, freehold charges, metro cess, Ganga water tax, or trade tax, property tax, house tax, sewer tax, additional levies, rates, taxes, charges, cess, fees, and/or interest thereon arising out of any order/notification/circular/advisory or direction issued by the Central Government, State Government, YEIDA, or any other Statutory or other local authority(ies), department, or by the Hon'ble Supreme Court or any other court or judicial authority shall also be payable by the Allottee(s) proportionately as per such order/notification/circular/advisory or direction. The Allottee(s) is required to make these payments without objection or delay. In case any such demand of service tax, trade tax, property tax, house tax, water tax, sewer tax, rates, charges, fee, cess, levy, metro cess etc. is/are already paid by the Company/Developer, the proportionate amount thereof will be payable and be paid by the Allottee(s) and any default by the Allottee(s) in making such payment in time would constitute a lien upon the said Apartment/Unit. The Company/Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, farmer compensation charges /cost imposed by the competent authorities, the Company/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), which shall be payable along with subsequent demands and Allottee(s) shall make payment of the same without any demur and shall not raise any objection for the same.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule E ("**Payment Plan**").

- 1.5 It is agreed that for this Project, the Company/Developer shall not make any additions and alterations in the sanctioned plans, layout plans registered with RERA, specifications and the nature of fixtures, fittings and amenities, which shall be in conformity with the advertisement, prospectus/brochures etc. as attached, on the basis of which this Agreement is effected in respect of the Apartment/Unit without the previous written consent of the Allottee(s) as per the provisions of the Act.

Provided that the Company/Developer shall make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act. As the Said Land is proposed to be developed in two distinct phases, namely Phase 1 and Phase 2, and the Project forms part of Phase 1 of such proposed development, and since the layout plan of Phase 1 has already been sanctioned by the competent development authority with the Project Land duly earmarked therein, it is hereby expressly clarified by the Company/Developer, and duly acknowledged and accepted by the Allottee(s), that the Allottee(s) shall hold an undivided and proportionate share in the common areas and facilities appurtenant to the Said Land.

Signature of the Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

- 1.6 The Company/Developer shall confirm that the price of the Apartment/Unit as specified in Clause no. 1.2 has been calculated on the basis of Carpet Area. Further, if there is reduction in the Carpet Area then the Company/Developer shall refund the excess money paid by Allottee(s) within 45 (forty-five) days at the request of the Allottee(s). However, if there is increase in the Carpet Area of the Apartment/Unit allotted to Allottee(s), which is not more than 3% of the Carpet Area, the Company/Developer may demand additional charges towards such enhanced Carpet Area from the Allottee(s) as per the next milestone of the Payment Plan as provided in Schedule E. All these monetary adjustments shall be made at same rate per square foot as agreed in Clause 1.2 of this Agreement.
- 1.7 Subject to Clause 9.3, the Company/Developer agrees and acknowledges that the Allottee(s) shall have the right to the Apartment/Unit as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Apartment/Unit;
 - (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 Company/Developer shall hand over the common area to the RWA/AOA after obtaining the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) along with signing of proper Memorandum of Transfer ("MOT").
- 1.8 It is made clear by the Company/Developer and the Allottee(s) agrees that the Apartment/Unit along with open/covered parking shall be treated as a single indivisible unit for all purposes. Further, it is agreed that the Project is an independent, self-contained Project covering the said Project 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. It is clarified that the Project's/phase's facilities and amenities, other than declared as independent area in the Deed of Declaration submitted under Section 12 of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, shall be available only for use and enjoyment of the Allottee(s) of the Project.
- 1.9 The Company/Developer agrees to pay all outgoings before transferring the physical possession of the Apartment/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, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Company/Developer fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment/Unit to the Allottee(s), the Company/Developer agrees to be liable, even after the transfer of the Apartment/Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.10 The Allottee(s) has paid a sum of Rs. _____/- (Rupees _____ only) out of earnest money of Rs. _____/- (Rupees _____ Only) as part payment towards the Total Price of the Apartment/Unit fixed at the time of application form the receipt of which, the Company/Developer hereby acknowledges and the Allottee(s) hereby agrees to pay the

Signature of the Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

remaining price of the as prescribed in the Payment Plan [Schedule E] to be demanded by the Company/Developer at the time and in the manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay **interest** at the rate prescribed in the Rules, subject to the discretion of the Company/Developer.

Note: - If the Allottee(s) makes the payment directly to Company/Developer's account then such payment shall be considered to be received only after the Company/Developer issues a receipt for such payment.

- 1.11 The Allottee(s) acknowledges and accepts that there exists no assurance of appreciation in the value of the said Apartment/Unit in the future and that the future valuation of the said Apartment/Unit is subject to market dynamics and fluctuations in line with the market sentiment, without any definite commitment to future appreciation. As such any depreciation in the future value of the said Apartment/Unit will not result in the Company/Developer being held responsible or liable to compensate the Allottee(s).
- 1.12 The Allottee(s) and/or the RWA/AOA are strictly prohibited from making any alterations, modifications, or changes to the exterior elevation of the Project. This includes, but is not limited to, any adjustments to the architectural design, facade, or structural elements of the Project and buildings/towers in the Project. Further, the Allottee(s) and/or the RWA/AOA shall not have the right to and are hereby expressly prohibited from altering, modifying or changing the name of the Project.

2. MODE OF PAYMENT

Subject to the terms of this Agreement and the Company/Developer abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Company/Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (RTGS or NEFT) (as applicable) in favour of Gaursons Promoters Private Limited payable at {Delhi/Noida/Ghaziabad}.

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, Reserve Bank of India Act 1934 and rules and regulations 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 Company/Developer with such permission, approvals which would enable the Company/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 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 shall 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 Allottee(s) declares, agrees and confirms that the monies paid/payable by him/her under this Agreement does not involve directly or indirectly any proceeds of the scheduled offence and is/are not designated for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively Money Laundering Regulations). The Allottee(s) further declares and authorizes that the Company/Developer to give its personal information to any statutory authority as may be required from time to time. The Allottee(s) further affirm that the information/ details provided

Signature of the Company/Developer

Date:.....

Signature of the Allottee(s)

Date:.....

is/are true and correct in all respect and nothing has been withheld including any material facts within the knowledge of the Allottee(s). The Allottee(s) further agrees and confirms that in case the Company/Developer becomes aware and/or in case the Company/Developer is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Company/Developer shall, at its sole discretion, be entitled to cancel/terminate/reject this Agreement, pursuant to which, the Allottee(s) shall not have any right, title or interest in any project and/or the said Apartment/Unit neither have any claim/demand against the Company/Developer, which the Allottee(s) hereby unequivocally agrees and confirms.

3.3 The Company/Developer accepts no responsibility in regard to the matters specified in 3.1 and 3.2 above. The Allottee(s) shall keep the Company/Developer 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 Company/Developer by filing the requisite form and receiving proper acceptance receipt from the officer in-charge.

3.4 The Allottee(s) are fully aware that the Company/Developer has not authorized any person or Company/Developer to collect the payment on their behalf. All the payments against the allotment of the said Apartment/Unit will be made only to the Company/Developer and its affiliated companies. The Company/Developer shall not be responsible for payments made to any other party other than the Company/Developer.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee(s) authorizes the Company/Developer to adjust/appropriate all payments made by him/her under any head(s) of dues including interest against lawful outstanding, if any, in his/her name as the Company/Developer may in its sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Company/Developer to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Company/Developer as well as for the Allottee(s). The Company/Developer shall abide by the time schedule for completing the Project and handing over the Apartment/Unit to the Allottee(s) as per the timeline mentioned in the Clause 7.1 and the common areas to the RWA/AOA as per local laws.

Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Company/Developer as provided in the Payment Plan [Schedule-E].

6. CONSTRUCTION OF THE PROJECT/APARTMENT/UNIT

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

7. POSSESSION OF THE APARTMENT/UNIT

Signature of the Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

7.1 Schedule for possession of the said Apartment/Unit

The Company/Developer agrees and understands that timely delivery of possession of the Apartment/Unit is the essence of the Agreement. The Company/Developer, based on the approved plans and specifications, assures the date of possession shall be on or before __/__/__. Time period of 6 months as fit out period shall be additional. The said fit out period shall not be considered in period of delay in possession and Allottee(s) will not be entitled for delay possession penalty for this period. Unless there is delay or failure due to Force Majeure which includes war, flood, drought, fire, cyclone, earthquake, lockdown, pandemic or any delay due to any restrictions imposed by National Green Tribunal (NGT) which affects construction activity and restrictions by any other statutory authority or any other calamity caused by nature affecting the regular development of the real estate project. The time period lost during the continuance of above events along with such additional period till the resumption of all activities to its normal state shall explicitly be excluded from the agreed possession date and shall be covered under Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Company/Developer shall be entitled to the extension of time for delivery of possession of the Apartment/Unit.

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 Company/Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Company/Developer shall refund the entire amount received by the Company/Developer towards this Apartment/Unit to the Allottee(s) within 120 days from that date after deduction of tax deposited and without any interest. The Company/Developer shall intimate the Allottee(s) about such termination and the Allottee(s) agrees that he/she shall not have any right, claim, etc. against the Company/Developer and that the Company/Developer 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 Company/Developer to maintain and complete and hand over all the common areas and facilities to the AOA/RWA once all the phases are completed.

Note: - Date of possession above-mentioned is for the purpose of calculation of Delay Possession Penalty though Company/Developer can offer the possession any time before __.__. on the basis of completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable). On this basis, it is mandatory for the Allottee(s) to make the payment, obtain the NOC and take possession of the Apartment/Unit. In case there is any denial or delay in payment by the Allottee(s), the Company/Developer shall be entitled to cancel this Agreement as per the terms and conditions specified herein.

7.2 Procedure for Taking Possession

The Company/Developer, upon obtaining the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate, part completion certificate or part occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the Apartment/Unit to the Allottee(s), in terms of this Agreement, to be taken within two (2) months from the date of issue of completion certificate/occupancy certificate /Deemed completion/Deemed occupancy certificate (as applicable).

[Provided that, in the absence of Applicable Law, the final sub-lease deed in favour of the Allottee(s) shall be carried out by the Company/Developer within 3 months from the date of issue of completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate, part completion certificate or part occupancy certificate (as applicable) (as applicable)]. The

Signature of the Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

Company/Developer agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Company/Developer. The Allottee(s), after taking possession, agrees to pay the maintenance charges as per policy determined by the Company/Developer/RWA/AOA, as the case may be, after the issuance of the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate, part completion certificate or part occupancy certificate (as applicable) (as applicable) for the Project.

***Note:** The Allottee(s) after receiving Offer for Possession has to complete certain possession formalities which include but not limited to obtaining No Dues Certificate from the Company/Developer after providing his bank statements from which the payment for the allotted Apartment/Unit have been made so that the Company/Developer can verify the payment and get account reconciliation done.*

7.3 Failure of Allottee(s) to Take Possession of Apartment/Unit

Upon receiving a written intimation from the Company/Developer as per Para 7.2, the Allottee(s) shall take possession of the Apartment/Unit from the Company/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Company/Developer shall give possession of the Apartment/Unit to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in para 7.2, the Allottee(s) shall be liable to pay to the Company/Developer 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 Clause 7.2 In addition to maintenance charges, holding charges, or any other charges, the Allottee(s) shall also be liable to pay wear and tear charges at the rate of 1% of the total cost of the Apartment/Unit for the first six (6) months following the expiry of the said three (3) months, which shall increase by 0.5% every subsequent six (6) months until the actual handover; for example, if the total cost of the Apartment/Unit is Rs. 50,00,000/-, the wear and tear charges shall be Rs. 50,000/- for the first six (6) months, Rs. 75,000/- for the next six (6) months, Rs. 1,00,000/- for the following six (6) months, and so on. Any delay in payment of the aforesaid charges shall attract compound interest at the rate of MCLR + 1% per month on the outstanding amount;

7.4 Possession by the Allottee(s)

After obtaining the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate, part completion certificate or part occupancy certificate (as applicable) and handing over physical possession of the Apartment/Unit to the Allottee(s), it shall be the responsibility of the Company/Developer to hand over the copy of necessary documents and plans, including Common Areas, to the RWA/AOA or the competent authority at the time of handing over the Project to RWA/AOA or competent authority, as the case may be, as per the Applicable Law.

[Provided that, in the absence of any Applicable Law the Company/Developer shall handover the copy of necessary documents and plans, including Common Areas, to the RWA/AOA or the competent authority, as the case may be, after the RWA/AOA is registered and takes the handover of the common areas of the Project by the signing all the required documents].

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.

Signature of the Company/Developer

Date:.....

Signature of the Allottee(s)

Date:.....

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Company/Developer, the Company/Developer herein is entitled to forfeit the earnest money paid for the allotment and taxes deposited with the concerned department under the Applicable Laws. The Company/Developer 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/Unit or at the end of one year from the date of cancellation / withdrawal by the Allottee(s), whichever is earlier. The Company/Developer shall inform the previous allottee the date of re-allotment of the said Apartment/Unit and also display this information on the official website of UP RERA on the date of re-allotment.

That upon the cancellation of allotment as per this Agreement either by Company/Developer or Allottee(s), the Allottee(s) shall submit all the original documents i.e. this Agreement, payment receipts, letters/demand letters and any other documents related to the Apartment/Unit along with bank account details for refund with such Allottee(s)'s consent. If the Allottee(s) fails to submit the above-mentioned documents, the Company/Developer shall have right to create third party interest in the said Apartment/Unit. Further, this delay shall not be considered on the part of Company/Developer and the Allottee(s) undertakes that he/she shall not be entitle to claim any interest or compensation for said period from the Company/Developer.

7.6 Compensation

The Company/Developer 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 Company/Developer fails to complete or is unable to give possession of the Apartment/Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 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 Company/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, to return the total amount received by him in respect of the Apartment/Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due:

Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Company/Developer 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/Unit, which shall be paid by the Company/Developer to the Allottee(s) within 45 (forty-five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE COMPANY/DEVELOPER

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

- (i) The Company/Developer has absolute, clear and marketable title with respect to the said Project Land; the requisite rights to carry out development upon the said Project Land and absolute, actual, physical and legal possession of the said Project Land for the Project;
- (ii) The Company/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) The details of encumbrances, if any, are attached in Schedule- F
- (iv) There are no litigations pending before any Court of law with respect to the said Project Land and/or Project.

Signature of the Company/Developer

Date:.....

Signature of the Allottee(s)

Date:.....

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Apartment/Unit are valid and subsisting and have been obtained by following due process of law. Further, the Company/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Apartment/Unit and Common Areas;
- (vi) The Company/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;
- (vii) The Company/Developer has not entered into any agreement for sub-lease and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land, including the Project and the said Apartment/Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Company/Developer confirms that the Company/Developer 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;
- (ix) At the time of execution of the sub-lease deed the Company/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment/Unit to the Allottee(s) and the common areas to the RWA/AOA, or the competent authority as the case may be;
- (x) The Project Land 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 Project Land;
- (xi) The Company/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 said Project to the competent Authorities till the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable), along with common area (equipped with all the specifications, amenities and facilities) has been handed over to the RWA/AOA or the competent authority as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification, writ petition (including any notice for acquisition or requisition of the said Project Land has been received by or served upon the Company/Developer in respect of the said Project Land and/or the Project.
- (xiii) The delayed interest as per Clause 7.6 shall become due only when the Allottee(s) pays the final amount of the total cost along with the requisite stamp duty for the registration of the Apartment/Unit in his name.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Company/Developer shall be considered under a condition of default, in the following events:

- (i) Company/Developer fails to provide ready to move in possession of the Apartment/Unit to the Allottee(s) within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean the completion certificate/occupancy certificate/deemed

Signature of the Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

completion/ deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) has been issued by the competent authority.

- (ii) Discontinuance of the Company/Developer'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 Company/Developer under the conditions listed above a non-defaulting, Allottee(s) is entitled to the following:

- (i) Stop making further payments to Company/Developer as demanded by the Company/Developer. If the Allottee(s) stops making payments, the Company/Developer 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 in which case the Company/Developer shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment/Unit, 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 45 (forty-five) days of receiving termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he/she shall be paid, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment/Unit, which shall be paid by the Company/Developer to the Allottee(s) within 45 (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 Company/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 Company/Developer 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 Company/Developer must not be in default to take this benefit;**

For example:

1. **The agreed Payment Plan is in the instalments of 10%-20%-70%.**
2. **The First instalment of 10% is paid by the Allottee(s).**
3. **The demand of 20% instalment is sent by the Company/Developer and the Allottee(s) defaults in the payment of such instalment. Further. After due time, the Company/Developer issues the same demand with interest. Such demand shall be construed as the consecutive second demand and in the event the Allottee(s) still fails to make this payment, the Company/Developer shall have the right to cancel its allotment as per the provisions of this clause i.e. Clause 9.3(i).**

- (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 Company/Developer in this regard, the Company/Developer may cancel the allotment of the Apartment/Unit in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the earnest money and GST/Taxes deposited with the government, value of any other benefits extended to the Allottee(s) by the Company/Developer and the interest liabilities and this Agreement shall thereupon stand terminated. The Company/Developer must not be in default to take this benefit.**

Signature of the Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

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

10. SUB-LEASE DEED OF THE SAID APARTMENT/UNIT

The Company/Developer, on receipt of Total Price of the Apartment/Unit as per Clause 1.2 under the Agreement from the Allottee(s), shall execute the final sub-lease deed and convey the title of the Apartment/Unit together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate/occupancy certificate/temporary/part completion certificate or temporary/part occupancy certificate (as applicable) as the case may be, to the Allottee(s).

Provided that, in the absence of Applicable Law, the final sub-lease deed in favour of the Allottee(s) shall be carried out by the Company/Developer within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable)]. 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 Company/Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Company/Developer is made by the Allottee(s). No possession shall be given without paying stamp duty.

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

The Company/Developer shall be responsible to provide and maintain essential services in the Project, either by itself or through its maintenance agency, till the taking over of the Project by the RWA/AOA upon the issuance of the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable).

However, if the RWA/AOA is not formed within 1 year of the completion certificate/occupancy certificate/deemed completion/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable), the Company/Developer will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed in para 1.2+10% in lieu of price escalation every year for the purpose of the maintenance for next 1 year and so on.

The **Interest Free Maintenance Security (IFMS)** deposit is payable to the Company/Developer totaling to Rs. _____/- (**Rupees _____ only**). The IFMS amount can also be used by the Company/Developer for the replacement of any capital equipment or for any capital expenditure.

The balance amount of IFMS will be handed over to the RWA/AOA at the time of handing over the maintenance and common area of the project, as per the norms of definitive sub-lease deed/MOT signed with registered RWA/AOA, after the deduction of security deposit or any other deposit with any other statutory authority which was deposited earlier by the Company/Developer for electricity connection and any further work for the project. Further, any outstanding charges due from the Allottee(s)/residents on account of electricity maintenance or any other charges shall also be deducted from the total IFMS amount to be transferred to the RWA/AOA.

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 Company/Developer as per this Agreement relating to such development is brought to the notice of the Company/Developer 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 Company/Developer to give possession to the Allottee(s) or date of issue of offer of

Signature of the Company/Developer

Date:.....

Signature of the Allottee(s)

Date:.....

possession, whichever is earlier, it shall be the duty of the Company/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Company/Developer'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.

13. RIGHT TO ENTER THE APARTMENT/UNIT FOR REPAIRS

The Company/Developer and/or its nominated maintenance agency and/or the RWA/AOA shall have rights of unrestricted access of all Common Areas, open/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Company/Developer and or its nominated maintenance agency and/or the RWA/AOA 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 **Project**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment 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 by the Company/Developer and/or its maintenance agency and/or the RWA/AOA for rendering the maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/UNIT

- I. Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment/Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project, building, or the Apartment/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 Apartment/Unit and keep the Apartment/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 Project building is not in any way damaged or jeopardized.
- II. 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 / facade of the Project building(s) or anywhere on the exterior of the Project, buildings therein or Common Areas. 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. Further the Allottee(s) shall not store any hazardous or combustible goods in the Apartment/Unit or place any heavy material in the common passages or staircase of the Project building(s). The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment/Unit.
- III. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company/Developer and thereafter the RWA/AOA and/or the maintenance agency appointed by RWA/AOA. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

17. ADDITIONAL CONSTRUCTIONS

Signature of the Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

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

18. COMPANY/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

The Company/Developer shall not mortgage or create a charge on the Apartment/Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/Unit.

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

The Company/Developer has assured the Allottee(s) that the Project in its entirety is in accordance with the provisions of the U.P (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Company/Developer showing compliance of various laws/regulations as applicable in Uttar Pradesh.

20. BINDING EFFECT

20.1 Forwarding this Agreement to the Allottee(s) by the Company/Developer does not create a binding obligation on the part of the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly appears for registration of the same before the concerned Sub-Registrar of YEIDA, Greater Noida, Gautam Buddha Nagar. If the Allottee(s) fails to execute and deliver to the Company/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration then the application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the earnest money (after 10% deduction of the total cost + GST/Taxes) shall be returned to the Allottee(s) without any interest or compensation whatsoever.

20.2 The Allottee(s) hereby expressly agrees and undertakes to be bound by all the terms, conditions, covenants, obligations, and representations contained in this Agreement and the Lease Deed, and shall duly observe, comply with, and perform the same in accordance with their true intent and purpose.

21. ENTIRE AGREEMENT

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

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S)

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment/Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Apartment/Unit, in case of a transfer, as the said obligations go along with the Apartment/Unit for all intents and purposes.

Signature of the Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

24. WAIVER NOT A LIMITATION TO ENFORCE

- 24.1 The Company/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 Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Company/Developer in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Company/Developer to exercise such discretion in the case of other Allottee(s).
- 24.2 Failure on the part of the Company/Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY

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

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

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

27. FURTHER ASSURANCES

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

28. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Company/Developer through its authorized signatory at the Company/Developer's Office, or at some other place, which may be mutually agreed between the Company/Developer and the Allottee(s), simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar YEIDA at Greater Noida as per rules of YEIDA. Hence this Agreement shall be deemed to have been executed at Greater Noida.

29. NOTICES

That all notices to be served on the Allottee(s) and the Company/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Company/Developer by Registered Post at their Respective email specified below:

In case of Allottee(s)

(Name of the Allottee): _____

Resident of- _____

Email ID :- _____

WhatsApp Number :- _____

Signature of the Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

In case of Company/Developer

Gaursons Promoters Private Limited.

Gaurs Biz Park Plot No.-1, Abhay Khand-II, Indirapuram, Ghaziabad

Email ID: - _____

It shall be the duty of the Allottee(s) to intimate the Company/Developer by filing the requisite form and receiving proper acceptance receipt from the officer in-charge of any change in mailing communication address/email address or WhatsApp numbers subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address/email or sent on WhatsApp numbers shall be deemed to have been received by the Company/Developer or the Allottee(s), as the case may be.

30. JOINT ALLOTTEE(S)

That in case there are joint Allottee(s) all communications shall be sent by the Company/Developer to the Allottee(s) whose name appears first and at the address or WhatsApp Number or E-mail ID given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

31. SAVINGS:

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

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled as the case may be through the Authority or Adjudicating Officer appointed under the Act.

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Agreement for Sub-Lease at _____ in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee(s): (including joint buyers)

Company/Developer (through Authorized Signatory)

(1)_____

(2) _____

(Authorized Signatory)

WITNESSES:

1. Signature _____

2. Signature _____

Signature of the Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

Name _____

Address _____

Name _____

Address _____

Signature of the Company/Developer

Date:.....

Signature of the Allottee(s)

Date:.....

SCHEDULE 'A' - PROJECT LAYOUT PLAN.

SCHEDULE 'B' - FLOOR PLAN FOR APARTMENT/UNIT.

SCHEDULE 'C' - SPECIFICATION OF THE APARTMENT/UNIT.

SCHEDULE 'D' - PARKING NO. WITH PARKING LAYOUT PLAN.

SCHEDULE 'E' - PAYMENT PLAN.

SCHEDULE 'F' - ENCUMBRANCES.- NIL

Signature of the Company/Developer

Date:.....

Signature of the Allottee(s)

Date:.....