

This Agreement is drafted as per provisions of Real Estate (Regulation and Development) Act, 2016 (“RERA”) and Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 (“RULES”). This Agreement is subject to provisions of RERA and RULES to the best knowledge of the parties. In the event, any portion of the Agreement is found to be contrary or inconsistent to any provisions of RERA or RULES, the provisions of law shall override such provisions of the Agreement, to that extend only.

AGREEMENT FOR SUB-LEASE

This Agreement for **Sub-Lease** (“Agreement”) executed on this day of, **2018**

By and Between

M/s Sunrise Structures & Developers Pvt. Ltd., having CIN U70101DL2012PTC238374 incorporated under the provision of the Companies Act, 1956, having its Registered Office at Flat No. 251-B, First Floor, DDA LIG Flats, Pocket- 12, Jasola New Delhi- 110025 and Corporate office at “Sunwilight Recreational”, Plot No. REP-2A, Sector-27, Opp Alpha-2 Metro Station, Greater Noida, District Gautam Budh Nagar, UP- 201308(PAN AAUCS1995D), through its authorized signatory Mr. Rajiv Jain authorized vide board resolution no.02 dated hereinafter referred to as the “Promoter”(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns);

AND

Mr. (Aadhar No.....) **S/o** **PAN No.....R/o****PIN.....**, hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

The Promoter and Allottee 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 the context otherwise requires:-

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “Authority” means Uttar Pradesh Real Estate Regulatory Authority,
- (c) “Government” means the Government of Uttar Pradesh;

- (a) “Rules” means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended from time to time;
- (b) “Regulations” means Regulations made under the Real Estate (Regulation and Development) Act, 2016
- (c) “Rule” means a rule of Rules
- (d) “Section” means a section of the Act;

Whereas:

- A. The Promoter is the lawful owner of the Commercial& Residential Plot No. REP. 2A, Sector-27, Opposite Alpha-II Metro Station, District Gautam Budh Nagar, Pin - 201308, Uttar Pradesh, India admeasuring 101743 Sq. Meters. (Hereinafter referred to as the said “Land”) by a duly registered Lease Deed dated 05/12/2014 in the Office of the Sub-Registrar vide Lease Deed Bahi No. 1, Jild No. 17270 Page No. 167 to 208, Serial No. 36031 by Greater Noida Industrial Development Authority (GNIDA);
- B. The said Land forms part of the land acquired under the Land Acquisition Act 1894 by GNIDA for the purpose of planned integrated Industrial and Urban Township and is earmarked for the purpose of constructing Residential Villas as permissible in zonal regulation in master plan, subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out
- C. The Promoter is in a process of developing and constructing in phases Residential Villas of various sizes and dimensions to be known as **“SUNTWILIGHT RECREATIONAL”** on said Land and present agreement is for the phase - I of said **“SUNTWILIGHT RECREATIONAL”** (herein after referred to phase - I of **“SUNTWILIGHT RECREATIONAL”**as “said Project”)
- D. The Promoter has informed the Allottee(s) interalia that GNIDA has executed and registered said Lease Deed for a period of 90 (Ninety) years from 05.12.2014; and GNIDA has permitted the Promoter to transfer the 70% of the said Land and or the building constructed thereon with the prior permission of GNIDA subject to the payment by the allottee of applicable charges/pro-rata lease rent etc; and all the terms and conditions of the brochure, allotment, permission for grant of transfer, lease deed and sub-lease deed etc shall be applicable on the allottee.
- E. 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.
- F. The Ministry Of Environment, Forest & Climate Change has granted the environmental

clearance certificate to develop the Project vide approval dated 07.11.2017 bearing registration No.F. No.21-289/2017-1A-III.

- G. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the project and also for the apartment building plan approvals vide approval No. PLG/(BP)3519/258 dated 07.03.2017 for the Project from GNIDA. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in compliance with Law as applicable laws as applicable.
- H. The Promoter has registered the Project under name and style of "SUNTWILIGHT RECREATIONAL" under the provisions of the RERA with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow on 31.07.2017 under SUNTWILIGHT-RECREATIONAL-PHASE-I; Registration No. UPRERAPRJ7280. SUNTWILIGHT-RECREATIONAL-PHASE-II; Registration No. UPRERAPRJ7325. SUNTWILIGHT-COMMERCIAL; Registration No.: UPRERAPRJ7190
- I. The Allottee had applied for a Residential Villas in the Project on and has been allotted Residential Villas No. having carpet area of _____ square feet, Build up area of square feet and Saleable area of square feet, in Row-..... as permissible under the applicable law and of pro-rata share in the common areas (as defined under Rule 2 (more particularly described in **Annexure-A**).
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable 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 sell and the Allottee hereby agrees to purchase the Residential Villas

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 terms and conditions as detailed in this Agreement, the Promoter agrees to sub-lease to the Allottee and the Allottee hereby agrees to take on sub-lease the Residential Villas No. having carpet area of _____ square feet, Build

up area of square feet and Saleable area ofsquare feet, in **Row-**
..... inPhase-I of SUNTWILIGHT RECREATIONAL .

1.2 Both the parties confirm that they have read and understood the provision of Section 14 of the Act.

1.3 The Total Price for the Residential Villas based on the carpet area which is
Sq.ft. @ Rs/- per sq.ft. i.e Rs.-/- (Rupees
..... One Only) in aggregate:

Residential Villa Number	VILLA (.....)
Built up/(Rs.-/-) Basic Rate (Inclusive of all Additional Charges & GST)
Carpet Area – sq mt. (..... sqft)	OTHER CHARGES CORNER PLC: LEASE RENT: PARK DEVELOPMENT CHARGES: CLUB MEMBERSHIP CHARGES: DUAL METER CHARGES: INTEREST FREE MAINTENANCE SECURITY: POWER BACK-UP CHARGES(ABOVE 5KVA):
Salable	TOTAL COST(Inclusive of all Additional Charges & GST)

*The break up and description in detail has been given in the Payment Plan as **Annexure-B** of this Agreement .

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Residential Villas ;
- (ii) The Total Price above includes Taxes (consisting of taxes 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 the possession of the Residential Villas to the Allottee and the project to the association of Allottees or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

Provided that, in case there is any change / modification in the taxes the

subsequent amount payable by the Allottee to the Promoter shall be increased/ decreased based on such change / modification n:

Provided further, 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;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated **Annexure-B** and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes 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 Residential Villas includes recovery of price of land, construction of [not only of Residential Villas] but also of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Residential Villas , lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Residential Villas and the Project.

1.4 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development fee payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee 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, which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

1.5 The Allottee(s) shall make the payment as per the payment plan set out in **Annexure-B (“Payment Plan”)**.

1.6 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the

Promoter unless agreed upon by the allottee(s).

1.7The Allottee(s)is aware and has agreed that the Company may make changes, modifications, alterations and additions in the building plan (which as stated are approved for the purpose of present construction) as may be deemed necessary or may be required to be done by the Company, the Architect, the Government/ GNIDA, or any other Local Authority as may be necessary for the betterment/ requirement of the project as per their understanding subject to the consent of the Allottee.

1.8The Total Price payable for the carpet area shall be calculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five (45) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three (3) percent of the carpet area of the Residential Villas, allotted to the Allottee, the Promoter may demand that from the Allottee 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 feet as agreed in para 1.3 of this Agreement.

1.9 Subject to **Clause 9.3** the Promoter agrees and acknowledges, the Allottee shall have the right to the Residential Villas as mentioned below:

- (i) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining completion certificate from the competent authority as provided in the Act provided Allottee and or the association of allottees shall maintain the Residential Villas and the common area in terms of the lease deed between GNIDA and the Promoter ;
- (ii) That the computation of the price of the Residential Villas includes recovery of price of land, construction of [not only the Villas but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Residential Villas , lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Residential Villas and the Project.

- (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his Residential Villas (as the case may be).

1.10 It is made clear by the Promoter and the Allottee agrees that the Residential Villas shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the part of said Land and is not a part of any other project or zone except the phases of the Project and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

Subject to the terms and conditions of this Agreement and upon execution of Sub-Lease Deed in the format provided by GNIDA and the Promoter in respect of the Said Residential Villas, the Allottee(s) shall have the following rights with regard to the Said Residential Villas:

- i) The sub-lease hold rights in respect of the Said Residential Villas as per terms and conditions of Lease Deed;
- ii) The Allottee(s) shall use the Common Areas & Facilities within the Project harmoniously along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. Further, it is clearly understood and agreed by the Allottee(s) that even if the Common Areas & Facilities within the Project are included in the computation of Saleable Area, the right of the Allottee(s) to use the Common Areas & Facilities shall be limited and always be subject to the timely payment of Maintenance Charges;
- iii) The exclusive right to use the Parking Space(s) for parking of vehicles only and for no other use whatsoever (as listed in). The Allottee(s) hereby acknowledges that the Said Residential Villas along with Parking Space (s) will be treated as a single indivisible Villas for all purposes and, as such, cannot be transferred separately. The Allottee(s) agrees that the Allottee(s) shall not have any claim, right or interest whatsoever in respect of any other Parking Space (s) save and except the Parking Space (s) allotted to Allottee(s). The Company shall have sole right to deal with or dispose of other Parking Space (s) in the Said Complex in the manner in which the Company may deem fit.
- iv) The Allottee(s) agrees and understands that they have right to only use the general common areas and facilities within the Said project limited to and precisely listed in this Agreement, which may be within or outside the Foot Print earmarked by the Company as commonly used areas constructed on the Said project. The identification by the Company of such areas shall be final and binding on the Allottee(s). However, such general common areas and facilities earmarked for common use of all occupants shall not include the atrium, Landscaped /softscaped/ Hardscaped / Driveway areas including lighting &

Services etc.

v) That except the particular Villa allotted, the intending Allottee(s) shall have no claim or right of any nature in respect of unsold Villas, open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, spaces for commercial parks, basements parking spaces (excepting what has been allotted by an agreement to intending Allottee(s)) or tot-lots, space for public amenities, shopping centers or any other space not allotted to him/ her/ them, which shall all remain the property of the Company for all times unless Company decides to dispose them off subject to the right of the intending Allottee(s), as mentioned hereinafter and Company can lease out the vacant Villas or a Row of the Villas as a whole or in part to one or more person(s)/ company, institution(s) whosoever for short term or long term.

1.11 The Promoter agrees to pay all outgoing before transferring the physical possession of the Residential Villas to the Allottees, which it has collected from the Allottees, 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 and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Residential Villas to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing 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 there for by such authority or person.

1.12 The Allottee has paid a sum of Rs,/- (Rupees only) as booking amount/ application fee being part payment towards the Total Price of the Residential Villas at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Residential Villas as prescribed in the Payment Plan (Annexure-B) as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

1.13 The right, title and interest in the Residential Villas (s) shall be transferred in favour of the Allottee(s) by way of a tripartite indenture of Sub-lease deed (“Sub-Lease”) on such terms and conditions as specified under the Sub-lease Deed and applicable law, including the Rules and Regulations of GNIDA. The Sub-lease/transfer shall specify the terms and extent of the sub-lease hold right in the Residential Villas with proportionate and impartible rights in the plot of land underneath the Residential Villas .

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (Annexure-B) through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **'SUNTWILIGHT RECREATIONAL PHASE-I, COLLECTION-SUNRISE STRUCTURES & DEVELOPERS PVT LTD'** payable at **Greater Noida**.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and 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 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law.

The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her

name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

The Promoter shall abide by the time schedule for completing the project and handing over the Residential Villas to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be.

Similarly, the Allottee 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 Annexure-B (“Payment Plan”). In case of non-payment/delayed payment of installments(s) by the Allottee (s), the Promoter reserves its right to cancel and allot the Residential Villas /s, which is allotted to the Allottee (s), to any other person/entity with notice or intimation. However later on, if the Allottee(s) makes the payment of outstanding due with interest @12% p.a as per the payment Plan opted by him/her, the Promoter may restore the allotment if not re-allotted to any other person/entity the said Residential Villas /s to the Allottee (s).

6. CONSTRUCTION OF THE RESIDENTIAL VILLAS

- (i) The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Residential Villas and accepted the Payment Plan, floor plans, layout plans [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 Uttar Pradesh RERA rules and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act& the Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

6.1 Alterations or additions in the sanctioned plans, layout plans and specifications of the buildings or the common areas

As the majority of the citizen of urban areas of the State cannot think in terms of owning the Residential Villas on individual basis because of the shortage of land in the urban areas. The Promoter with a view to promote the said concept of Group Housing development to provide proper and desirable employment to the maximum persons may apply for alterations or additions in the sanctioned plans,

layout plans and specifications of the Villas or the common areas within the provisions of applicable laws.

Accordingly, the Allottee assures the promoter that it shall convey its consent immediately within 10 days to alterations or additions in the sanctioned plans, layout plans and specifications of the buildings or the common areas within the project.

6.2 That Allottee (s) hereby confirms that they have No Objection and give his/their consent/NOC to the Company M/s Sunrise Structures & Developers Private Limited for utilization/underutilization of maximum FAR/unused FAR by making additional construction or Reduction or otherwise, granted/ to be granted in future by the Greater Noida Industrial Development Authority (GNIDA) or any other concerned authorities, for the said Residential project of the Company. Further there will be no demand by Allottee (s) for reduction of cost of Residential Villas applied for or for compensation to utilize enhanced FAR.

As of now, FAR (Floor Area Ratio) allowed in the entire project is one (1) and at present 0.6 FAR is passed including 0.2 purchased. Further purchase of 0.40 FAR is allowed in the project, which will be purchased by the company in due course. The consumed FAR as of now of the present project namely "Sun twilight" is 61045Mtr. The Company reserves all its rights to utilize the remaining FAR/unused FAR as per their own policy and in accordance with law/approvals. It is clarified that in case the Company gets additional FAR or Metro FAR or any other additional FAR, same can also be utilize the Company in accordance with laws/ approvals. The Allottee(s) will have no right to raise any dispute in relation thereto.

The Allottee (s) has demanded from the Company and the Company has readily allowed the Allottee (s) for inspection of the site, approved buildings plans, approved tentative specifications, ownership record of the aforesaid plot and all other relevant documents relating thereto, and as a result thereof and / or otherwise the Allottee (s) has fully satisfied himself in all respects with regard to, all the details of the Residential Villas, all common facilities, the title and also the right and authority of the Company to enter & issue this Allotment Letter. That Allottee(s) hereby confirms that it does not have any objection and give its consent/NOC to the Promoter for utilization/underutilization of maximum FAR/unused FAR by making additional construction or Reduction or otherwise, granted/ to be granted in future by the Greater Noida Industrial Development Authority (GNIDA) or any other concerned authorities, for the said commercial project of the Promoter. Further there will be no demand by Allottee(s) for reduction of cost of Residential Villas applied for or for compensation to utilize enhanced FAR.

7. POSSESSION OF THE RESIDENTIAL VILLAS.

7.1 Schedule for possession of the said Residential Villas:

The Promoter agrees and understands that timely delivery of possession of the Residential Villas and the Common Areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Residential Villas along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place within the period permitted by the Act, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other 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 agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Residential Villas , provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented, more particularly described below. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

Force Majeure* means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform its obligations under this Agreement, which shall include but not be limited to:

- (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) Explosions or accidents, air crashes and shipwrecks;
- (c) Strikes or lock outs, industrial dispute, actions of labour unions;
- (d) Non-availability of cement, steel, water supply or electric power back-up or other
Construction/building material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (f) the promulgation of or amendment in any law, rule or regulation or the issuance of any injunction, court order or direction from any Governmental Authority that prevents or restricts the Company from complying with any or all the terms and conditions as agreed in this Agreement;
- (g) any legislation, order or rule or regulation made or issued by the Governmental Authority or if any Governmental Authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Land/ Said Building or if any matters, issues relating to such approvals, permissions, notices,

notifications by the Governmental Authority(ies) become subject matter of any suit /writ before a competent court or; for any reason whatsoever;

(h) Any event or circumstances analogous to the foregoing.

(i) non-procurement of any approval from any Governmental Authority or imposition of any adverse condition or obligation in any approvals from any Governmental Authority, including delay in issuance of the occupation certificate or any other permission that may be required by the Company to fulfill its obligations under this Agreement.

(j) Any event or circumstances analogous to the foregoing.

After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Since the present Project is being 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 RWA once all phases are completed. The promoter shall not charge more than the normal maintenance charges from the allottees.

Further the Allottee(s) agrees that in case the Promoter has to put in abeyance/abandon the Project or is unable to deliver the Residential Villas:

- i. Due to promulgation or amendment of any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricts the Promoter /Associate Companies from complying with the terms and conditions as contained in this Agreement for Sub-Lease;
- ii. if any competent authority refuses, delays, withholds or otherwise denies necessary approvals for the Project or any part thereof for any reason whatsoever including but not limited to delay in issuance of Occupation and Completion Certificate;
- iii. If any matter relating to the Project becomes the subject matter of any suit/writ or any other legal proceedings before any competent Court;
- iv. Any other circumstance beyond the control of the Promoter, then the Promoter may cancel the allotment of the Residential Villas and refund the amounts received from the Allottee(s) without interest or compensation.
- v. The Promoter may obtain/apply the project completion certificate either for the whole project or in phases, i.e. part of the project, from the GNIDA, and it will issue offer of possession accordingly.

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 Residential Villas, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of Completion Certificate / Occupancy Certificate* (as applicable) and the Promoter shall give possession of the Residential Villas to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the Completion Certificate/Occupancy Certificate (as applicable) for the Project. The Promoter on its behalf shall offer the possession to the Allottee in writing within 45 days of receiving the occupancy certificate* of the Project.

7.3 Failure of Allottee to take Possession of Residential Villas:

Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Residential Villas 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 Residential Villas to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

The Allottee (s) has accepted that a written intimation for “Offer of Possession” will be sent to the Allottee (s). The said “Offer of Possession” is in order to facilitate the Allottee (s) to communicate the exact date by which the Allottee (s) will be taking the physical possession of the Residential Villas after complying with the requisite formalities, the Allottee (s) agree to take possession of the said Residential Villas within 30 days of the Company’s written notice of offer for possession to the Allottee (s). If the Allottee (s) refuse, neglect or fails to take possession of the said Residential Villas within 30 days period from the date of notice, for any reason whatsoever, the Allottee (s) shall be deemed to have taken possession of the said premises at the expiry of 30 days from the date of dispatch of the notice of possession by the Company, then along with interest thereof, the Allottee (s) shall be liable to pay Maintenance Charges as applicable and holding charges @ Rs. 20/-per sq. ft.per month on super area, and refurbishing charges as fixed by the Company for the period for which the Allottee (s) fail to take the actual physical possession thereof. However, the Company shall have the right to cancel the allotment if the Allottee (s) fails to take possession within six months from the date of offer of possession, thereafter the said Residential Villas shall be treated as cancelled and no other claim except refund of amount paid without any interest after deducting the Earnest Money and the charges of non-refundable which would also include holding charges nature. Further, in case of bank loan,

the due amount will be paid back to the bank and the balance amount, if any, will be refunded to the Allottee (s).

7.4 Possession by the Allottee –

After obtaining the occupancy certificate* and handing over physical possession of the Residential Villas to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the Applicable laws.

7.5 Cancellation by Allottee –

That if for any reason, the booking of the Residential Villas cancelled by the Allottee(s) or the Company for non-payment of any installment or breach of any terms and conditions of Allotment Letter/Allotment Letter, then 10% of the Total Lease Premium/Total Sale Consideration and other charges of Residential Villas will be forfeited along with interest on delayed period/non-payment of installments, and balance amount, if any, will be refunded without any interest.. Losses of Taxes will be borne by Allottee due to cancellation

7.6 Compensation –

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section 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 Residential Villas

- (i) in accordance with the terms of this Agreement, duly completed by the date specified 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 allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Residential Villas, with interest at the rate specified 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 does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Residential Villas which shall be paid by the Promoter to the Allottee within forty- five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable lease hold rights 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;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) The Allottee(s) hereby authorizes and permits the Promoter to raise finance/loan from any Financial Institution/Bank by way of mortgage/charge/securitization of receivables or in any other manner by charge/mortgage of the said Residential Villas /Building/Project/Land/Portion of Land subject to the condition that the said Residential Villas owned by the Allottee(s) shall be free from all encumbrances at the time of execution of Sub-Lease Deed. The Promoter shall always have the first lien/charge on the said Residential Villas /Portion of Land for all their dues and other sums payable by the Allottee(s) or in respect of any loan granted to the Promoter for the purpose of the construction of the said Residential Villas. It is clarified that the Promoter is not constructing any Residential Villas as the contractor of the Allottee (s), but on the other hand the Promoter is constructing the Project as its own and the sale lease hold rights as stated in the present agreement will be effected after the actual construction / finishing of the Residential Villas and by the execution of Sub-Lease Deed.
- (v) There are no litigations pending before any Court of law with respect to the said Land, Project or the Residential Villas ;
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Residential Villas are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Residential Villas and common areas;
- (vii) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the sub-lease hold right, and interest of the Allottee created herein, may

- prejudicially be affected;
- (viii)** The Promoter 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 said Land, including the Project and the said Residential Villas which will, in any manner, affect the rights of Allottee under this Agreement;
 - (ix)** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from sub-leasing the said Residential Villas to the Allottee in the manner contemplated in this Agreement;
 - (x)** At the time of execution of the sub-lease deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Residential Villas to the Allottee and the common areas to the Association of the Allottees or the competent authority, as the case may be;
 - (xi)** The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
 - (xii)** The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - (xiii)** 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.
 - (xiv)** The Promoter has categorically informed to the allottee that the Promoter is the lessee of the GNIDA by duly executed and registered Lease Deed dated 05.12.2014 mentioned hereinabove and further GNIDA has reserved its right to approve the contents of the proposed tripartite lease deed, as such the GNIDA may change / modify/add all or any terms of this agreement as the case may be while approving the contents of the proposed tripartite lease deed.
 - (xv)** The Promoter is not authorizing the Allottee to do anything in or with respect to said Residential Villas other than what has been specifically stated / permitted in this agreement.
 - (xvi)** The Allottee has to obtain categorical prior written permission of the Promoter to do anything in or with respect to said Residential Villas other than what has been specifically stated / permitted in this agreement. The Promoter reserves it right to permit or deny the Allottee to do anything in or with respect to said Residential Villas other than what has been specifically stated / permitted in this agreement.

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 Residential Villas to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Villa 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. It is clarified that issuance of occupation certificate and completion certificate, as the case may be, by the competent authority shall be conclusive proof that the Residential Villas is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties;
- (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 there under.

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

- (i)** Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii)** The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Residential Villas , along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Residential Villas .

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i)** In case the Allottee fails to make payments for 3 (three) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii)** In case of Default by Allottee under the condition listed above continues for a period beyond 6 (six) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Residential Villas (s) in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount 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 about such termination at least thirty days prior to such termination.

- (iii)** Failure to perform and observe any or all of the Allottee (s)'s obligations including those contained in this Agreement for Sub-Lease or if the Allottee(s) fails to execute any other deed/ document/ undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other documents executed with the Promoter in relation to the said Residential Villas (s).
- (iv)** The Promoter reserves the right to cancel the allotment of Residential Villas (s) where allotment being obtained through misrepresentation, concealment and/or suppression of material facts. The Promoter's decision in this regard shall be final and binding on the Allottee (s).
- (v)** Failure to take possession of the said Residential Villas within the time stipulated by the Promoter in its notice.
- (vi)** Failure to execute the Sub-Lease Deed within the time stipulated by the Promoter in its notice.
- (vii)** Failure to execute Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by the Promoter, its nominee, other Body or Association of Residential Villas Owners/Association of Condominium, as the case may be.
- (viii)** Failure to become a member of the association of Residential Villas owners of the said Building / Project or to pay subscription charges etc. as may be required by the Promoter or association of

- Residential Villas owners, as the case may be.
- (ix) Assignment of any interest(s) by the Allottee(s) to any other person without prior written consent of the Promoter.
 - (x) Dishonor of any cheque(s) given by Allottee(s) for any reason whatsoever.
 - (xi) Any other acts, deeds or things which the Allottee(s) may commit, omit or fail to perform in terms of this agreement, any other undertaking, affidavit/Agreement/indemnity etc. or as demanded by the Promoter which in the opinion of the Promoter amounts to an event of default and the Allottee(s) agrees and confirms that the decision of the Promoter in this regard shall be final and binding on the Allottee (s).

10. CONVEYANCE OF THE SAID RESIDENTIAL VILLAS

The Promoter, on receipt of complete amount of the Price of the Residential Villas as per Para 1.3 under this Agreement from the Allottee, shall execute a proposed tripartite deed and convey the sub-lease hold rights of the Residential Villas together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the proposed tripartite deed in his/her favour till the full and final settlement of all dues including but not limited to the stamp duty, registration charges etc to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 or any other applicable law including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE SAID RESIDENTIAL VILLAS

- (i) The Promoter has been authorized by the GNIDA to adopt a maintenance plan for entire demised premises and proposed building thereon. However in letter and spirit of the Act the Promoter shall handover to provide common area and facilities to the association of the allottees to provide maintenance to the Project to the satisfaction of the GNIDA. However in failure of the association of the allottees to provide maintenance to the Project to the satisfaction of the GNIDA, the Promoter may take back the maintenance service from the association of the allottees with the permission the GNIDA.
- (ii) 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 the allottees. The cost of initial maintenance has been included in the Total Price of the Residential Villas.
- (iii) The Promoter shall undertake the Maintenance of the Different

Phases/Tower/Project either by itself and/or through a maintenance agency appointed by the Promoter (hereinafter referred to as the “Maintenance Agency”). For this purpose the Allottee(s) agrees to sign a separate Maintenance agreement which shall contain the full scope of maintenance of the Project/Phase and shall pay the maintenance charges as decided from time to time by the Promoter and/ or the Maintenance Agency calculated on the super area basis of the Said Residential Villas .

- (iv) The Allottee(s) shall pay to the Maintenance Agency Six months advance Maintenance charges, prior to taking over the possession of the Residential Villas . These charges shall be in addition to the IFMS deposit, and the same shall be decided by the Promoter as and when required.

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 sub-lease relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Residential Villas on the specific condition/stipulation that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Promoter or by the maintenance agency appointed by the Promoter/ or the association of allottees as the case may be and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE RESIDENTIAL VILLAS FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking’s and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Residential Villas 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.

15. GENERAL COMPLIANCE WITH RESPECT TO THE RESIDENTIAL VILLAS

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Residential Villas 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 Residential Villas, 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 Residential Villas and keep the Residential Villas, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.1 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Residential Villas or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Residential Villas.

15.2 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Allottee is entering into this Agreement for the allotment of a Residential Villas with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. The Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Residential Villas, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Residential Villas / at his/ her own cost.

17. ADDITIONAL CONSTRUCTIONS

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Residential Villas and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Residential Villas.

19. UP. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the up. Apartment (Promotion of Construction, Ownership and Maintenance Ownership) Act 2010. The Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh.

20. BINDING EFFECT

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

21. ENTIRE AGREEMENT

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

22. RIGHT TO AMEND

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

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

- (i) That the Allottee(s) shall not transfer the right, title and interest in the said Residential Villas to any prospective buyer without the written consent/approval of the Promoter . The Promoter may, however, in its sole discretion, permit such substitution on terms and conditions including payments of administrative charges as applicable on Super Area which shall be decided by the Promoter time to time as applicable, by executing documents of transfer, indemnity bond, affidavit etc. the said administrative charges shall be paid by the Allottee(s) to the Promoter and /or to the Maintenance Agency on behalf of the Promoter any change in name (including addition/deletion/substitution) of the Allottee(s) will be deemed as transfer and transfer charge will be payable. Any transfer charges payable to GNIDA or Registrar Office will be payable by Allottee(s) solely. Further, if any other liability like stamp duty, transfer charges of GNIDA and/or any other liability of any Govt. department, GNIDA etc. arises due to transfer of the said Residential Villas , the Allottee (s)/ Transferee is solely responsible and will pay the same and no liability will arise against the Promoter in any circumstances.
- (ii) 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the Residential Villas, in case of a transfer, as the said obligations go along with the Residential Villas for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE

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

24.2 Failure on the part of the Promoter 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 law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Residential Villas bears to the total carpet area of all the Residential Villas 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 Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Greater Noida. Hence this Agreement shall be deemed to have been executed at Greater Noida.

29. NOTICES

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

Allotee/s
S/O
.....,
..... PIN.....

Email ID.....@.....

Promoter **M/s SUNRISE STRUCTURES & DEVELOPERS Pvt Ltd**

**Plot No. REP-2A, Sector-27, Opposite Alpha-2 Metro Station
Greater Noida, UP-201308**

Email ID.....@.....

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

30. JOINT ALLOTTEES

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

In case of death of any of the Allottee (s), death certificate and No Objection Certificate from the legal heirs of the deceased Allottee(s) and No objection certificate from the bank/ Financial institution (if availed a loan) are required to be supplied to the Promoter by the legal heirs. Similarly in case where any dispute arises between the applicants, booking will continue only after providing consent in writing by them and No Objection Certificate from the bank concerned. The interest over the delayed payment shall be charged despite the fact that dispute between applicants has not come to end.

In case of joint Allottee(s) first Allottee(s) shall be considered as principal Allottee(s) and all communication will be sent to the first Allottee(s) only. Promoter shall not be responsible to communicate and provide any information to co-Allottee(s) gives the consent to the same. It shall be the responsibility of Allottee(s) to inform the Promoter in writing about subsequent change(s) regarding their/his/her address; otherwise the address given in the booking Allotment Letter/ Allotment letter will be used for all correspondence. Any communications sent to Allottee(s) at this address shall be deemed to have been received by the Allottee(s) and the Promoter shall not be responsible for any default.

31. 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.

32. SPECIFICATIONS

That the specifications of the Residential Villas are Annexed here to & marked as Annexure-C. These are the tentative specifications and are subject to Alteration/Modification as the Promoter may deem necessary or if directed by any Competent Authority (ies) and the Allottee(s) hereby authorize(s) the Promoter to effect such changes with the assurance that the Allottee will not dispute the same. Such alterations may include change in location, preferential location, number, increase or decrease in the number of units, floor, Row or area of the unit, etc.

33. LOAN FACILITY

That in case the Allottee(s) want to avail of a loan facility from any bank/ financial institution/agency for the purchase of the Residential Villas applied for, the Promoter may facilitate the process subject to the following:

- (i) The Allottee(s) shall arrange/avail the loan facility from Bank/Financial Institution/Agency on his own and the Promoter shall not be responsible or liable for the same in any manner whatsoever, and the Allottee(s) shall not be entitled to any leverage or concessional treatment from the Promoter .
- (ii) The Allottee(s) shall ensure that the Installment as stipulated in payment plan has been paid on due dates as per the payment schedule notwithstanding any delay in reimbursement of loan or non-sanction of the loan by the Bank/Financial Institution/Agency.
- (iii) If the installment(s) are not paid on due dates as stipulated above, the Promoter shall be entitled to recover the interest on late payment notwithstanding anything contrary to this contained in any other agreement among the Promoter, the Allottee(s) and the Bank/Financial Institution/Agency.
- (iv) In case the Bank/Financial Institution/Agency makes the lump sum payment of the Sale Consideration of Residential Villas , the Promoter shall not be liable to pay the interest/ discount or any other charges to the Allottee(s) for receiving the payment before due dates.
- (v) In case of non-sanction of loan for any reason, the Allottee(s) shall ensure to pay the installments as per the payment plan, failing which, the Allottee(s) shall be

governed by the clause relating to the non- payment of the installments in this Agreement for Sub-Lease.

The Allottee(s) agree (s) that the Promoter shall have the first charge/lien on the said Residential Villas for the recovery of all its dues payable by the Allottee(s) under this Agreement for Sub-Lease and such other payments as may be demanded by the Promoter from time to time. Further the Allottee(s) agree (s) that in the event of his/her failure to pay such dues as aforesaid, the Promoter will be entitled to enforce the charge/lien by selling the said Residential Villas to recover and receive the outstanding dues out of the sale proceeds thereof.

34. ELECTRICITY CONNECTION

Single point electricity connection will be taken for the project from the Competent Authority and the electricity will be distributed through separate meters to the Residential Villas through pre-paid systems. The Electricity Connection shall be provided for the capacity, as opted in this Agreement for Sub-Lease and also in accordance with all other Terms & Conditions as per the electricity supply agreement.

35. SAVINGS:

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

36. DISPUTE RESOLUTION

That all or any disputes arising out of the terms and conditions of the Allotment Letter and/or Application Form, 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 through arbitration, failing which the same shall be settled through the adjudicating officer appointed under the Act.

The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof in force for the time being. The Arbitration proceedings shall be held at an appropriate location in Gautam Budh Nagar by a sole arbitrator who shall be appointed by Company and whose decision shall be final and binding upon the parties. The Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment even if the person so appointed, as arbitrator is an employee or advocate of, or is

otherwise connected to Company and notwithstanding such a relationship/connection, the Allottee(s) shall have no doubts about the independence or impartiality of the said Arbitrator

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee:

Signature : _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

Signature : _____
(Authorized Signatory)

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

SCHEDULE 'A'

Residential Villas Number	
Floor	Ground	
Saleable Area (Sq.Ft.)(Sq. Mtr.)
Covered Area(Sq.Ft.)(Sq. Mtr.)
Carpet Area(Sq.Ft.) (Sq.Mtr.)

S.No.	Description	Amount (Rs.)
1.	Net Sale Price (Inclusive of all additional charges & GST)	Rs./-
2.	IFMS	Rs./-
	TOTAL SALE PRICE	Rs./-

In words (Rs.Only)

LAYOUT

ANNEXURE-B

PAYMENT PLAN

Name:

Date:

**Project Name:
SUNTWILIGHT
RECREATIONAL**

ADDRESS:

Unit Address:

Payment Plan-Special Payment Plan				
S.No	At the time of	Percentage	Due Date	Amount
1	At The Time Of Booking	-----/-
3	On Completion Of Structure	-----	N/A/-
4	On Offer Of Possession + IFMS	-----	N/A/-
	Total		/-

I/We hereby solemnly Confirm & affirm the above Payment terms & schedule.

Note:

* Service Tax, GST, Registry Exp., Stamp duty, Taxes & other applicable government & statutory levies, if any, will be charged extra & to be Borne by the Buyer.

* Taxes (as applicable) will have to pay extra with each & every Installment/Payment.

* Payment to be made by Draft/ Banker cheque in favour of **“SUNTWILIGHT RECREATIONAL PHASE-I/PHASE-II, COLLECTION-SUNRISE STRUCTURES & DEVELOPERS PVT. LTD.”** payable at Greater Noida.

For SUNRISE STRUCTURES & DEVELOPERS Pvt. Ltd.

Authorized Signatory
N.

Allotee

Co-Allotee(s)

Consent for Communication through E-mail / SMS

I, _____

S/D/W/C of _____

R/o _____

First Applicant

And

I, _____

S/D/W/C of _____

R/o _____

Second Applicant

“SUN TWILIGHT VILLAS”, situated at Plot No. Rep. 2A, Sector – 27, Opp. Proposed Alpha-II Metro Station, Greater Noida, District Gautam Buddh Nagar, Pin - 201308, Uttar Pradesh, India, give my/our unconditional consent and undertaking for receiving all demand notices, letters, all type of updates and communication etc. issued by the Company from time to time through the below mentioned e-mail id provided by me/us.

The email id _____ provided by me/us is a valid email id and all said communication sent by the Company through this mode will be considered as received by me/us as the other ordinary mode of communication.

Further I/we the applicant(s) give my/our unconditional consent also for receiving updates/reminders etc. from time to time through SMS (Short Message Services) on my/ our mobile no. (s) _____.

NO OBEJECTION CERTIFICATE

I, _____

S/D/W/C of _____

R/o _____

First Applicant

And

I, _____

S/D/W/C of _____

R/o _____

Second Applicant

Of “SUN TWILIGHT VILLAS”, situated at Plot No. Rep. 2A, Sector – 27, Opp. Proposed Alpha-II Metro Station, Greater Noida, District Gautam Buddh Nagar, Pin - 201308, Uttar Pradesh, have applied for allotment and have got the allotment in the Project named above and have No Objection and give my/our consent/ NOC to the Company Sunrise Structures and Developers Private Limited for utilization/under utilization of maximum FAR by additional construction or Reduction or otherwise, granted /to be granted in future by the Greater Noida Industrial Development Authority (GNIDA) or any other concerned authorities, for the said Residential project of the Company . Further there will be no demand by me/us for reduction of cost of Residential Villas applied for or for compensation to utilize enhanced FAR.

Furthermore, I/We know and agree that this Application / Allotment is regarding of my Residential Villas and hereby waives and agree that Company s can abandon any part of the Project due to any reason whatsoever. On such abandonment, applicant will not raise any dispute and neither any compensation will be payable. Company may or may not complete the entire building but can obtain part possession of part of the building wherein my Residential Villas is situated. I/We am/are concerned with my/our Residential Villas and understand that Project is in multiple phases.

NO OBEJECTION CERTIFICATE

I, _____

S/D/W/C of _____

R/o _____

First Applicant

And

I, _____

S/D/W/C of _____

R/o _____

Second Applicant

Of “SUN TWILIGHT VILLAS”, situated at Plot No. Rep. 2A, Sector – 27, Opp. Proposed Alpha-II Metro Station, Greater Noida, District Gautam Buddh Nagar, Pin - 201308, Uttar Pradesh, have applied for allotment and have got the allotment in the Project named above and have No Objection and give my/our consent/ NOC to the Company Sunrise Structures and Developers Private Limited for utilization/underutilization of maximum FAR by additional construction or Reduction or otherwise, granted /to be granted in future by the Greater Noida Industrial Development Authority (GNIDA) or any other concerned authorities, for the said Residential project of the Company . Further there will be no demand by me/us for reduction of cost of Residential Villas applied for or for compensation to utilize enhanced FAR.

Furthermore, I/We know and agree that this Application / Allotment is regarding of my Residential Villas and hereby waives and agree that Company can abandon any part of the Project due to any reason whatsoever. On such abandonment, applicant will not raise any dispute and neither any compensation will be payable. Company may or may not complete the entire building but can obtain part possession of part of the building wherein my Residential Villas is situated. I/We am/are concerned with my/our Residential Villas and understand that Project is in multiple plans.

Annexure-C

TENTATIVE SPECIFICATION

<u>S.NO.</u>	<u>MATERIAL</u>	<u>LOCATION</u>	<u>SIZE</u>
A	<u>FLOOR TILES</u>		
1	VITRIFIED TILES FLOOR AND SKIRTING	LIVING, DINING, LOUNGE	600 X 600
2	VITRIFIED TILES FLOOR AND SKIRTING	KITCHEN	600 X 600
3	VITRIFIED TILES FLOOR AND SKIRTING	ALL BED ROOM EXCEPT MASTER BEDROOM	600X600 mm
4	LAMINATED WOOD FLOOR	MASTER BEDROOM AND DRESSER	
5	VITRIFIED TILES FLOOR AND SKIRTING	LOBBYS, MULTIPURPOSE HALLS, SERVANT ROOM	600X600 mm
6	HEAVY DUTY TILE	PARKING AREA	
7	ANTI SKID CERAMIC TILES	BALCONY	150X600 mm/300 X 300 mm
8	ANTI SKID CERAMIC TILES	ALL TOILETS	300X300 mm
9	ANTI SKID CERAMIC TILES	SERVANT TOILET	300X300 mm
B	<u>WALL TILES</u>		
1	CERAMIC WALL TILES	KITCHEN(4' ABOVE GRANITE TOP)	600X300 mm
2	CERAMIC WALL TILES	ALL TOILETS UP TO 7' HEIGHT	600X300 mm
3	CERAMIC WALL TILES	SERVANT TOILET(UP TO 7' ABOVE FLOOR)	600X300 mm
C	<u>STONE</u>		
1	GRANITE	STAIRCASE	
2	GRANITE	TOILET COUNTER	
3	GRANITE	KITCHEN TOP	
D	<u>C.P. FITTING</u>		
1	AS PER STANDARD FITMENTS	KITCHEN	CROME
2	AS PER STANDARD FITMENTS	ALL TOILETS	CROME
3	AS PER STANDARD FITMENTS	SERVANT TOILET	CROME
E	<u>CHINAWARE</u>		
1	SS SINK DOUBLE BOWL WITH DRAIN	KITCHEN	SS
2	WALL HUNG W.C. WITH CONCEALATED CISTERN	ALL TOILETS	
3	WASHBASIN ABOVE COUNTER	ALL TOILETS	
4	BATH CUBICALS	ONE TOILET IN 3 BHK, 2 TOILETS IN OTHER SIZES	TOUGHENED GLASS
5	INDIAN WC AND WASH BASIN	SERVANT TOILET	
F	<u>DOOR FRAMES, DOOR & HARDWARE</u>		

1	DOOR FRAME IN MIRANDI WOOD	MAIN DOOR	
2	DOOR FRAME IN MIRANDI WOOD	ALL BEDROOMS	
3	DOOR FRAME IN MIRANDI WOOD	ALL BEDROOMS	
4	DOOR FRAMES MERANDI WOOD	SERVANT ROOM	
5	MAIN DOOR TEAK PANEL WITH POLISH	MAIN DOOR	
6	FLUSH DOOR WITH VEENER	ALL BED ROOMS	
7	FLUSH DOOR WITH VEENER	ALL TOILETS	
8	SERVANT ROOM DOOR FLUSH	SERVANT ROOM	
9	HARDWARE FOR MAIN DOOR	MAIN DOOR	
10	HARDWARE FOR OTHER DOORS IN NOS.	ALL BED ROOMS & TOILETS	
11	UPVC DOOR & WINDOW	ALL EXPOSED WINDOWS & DOORS	
<u>G</u>	<u>MODULAR KITCHEN</u>		
1	MODULAR KITCHEN WITH CHIMNEY AND (R.O)	KITCHEN	MODULAR
2	WARDROBE	All bedrooms and dresser upto roof top	
<u>H</u>	<u>PAINTING</u>		
1	PLASTIC PAINT	ALL INTERNAL AREA	
<u>I</u>	<u>PLASTER OF PARIS</u>		
1	WALL PUNNING	ALL INTERNAL AREA	
<u>J</u>	<u>RAILING</u>		
1	BALCONY	M.S.PAINTED FINISH	
2	STAIRCASE	STAINLESS STEEL	
<u>K</u>	<u>TERRACE</u>		
1	ANTI SKID CERAMIC TILES	TERRACE	300X300
<u>L</u>	<u>AC(With 4300 and 5300 sqft size only)</u>		
1	1.5 T SPLIT ACS	GROUND FLOOR LIVING AREA/DINING ROOM/ALL BEDROOMS/MULTIPLE PURPOSE ROOMS	
<u>M</u>	<u>LIFTS(WITH 4300 SQFT AND 5300 SQ FT ONLY)</u>		
1	GOOD BRAND LIFT BASEMENT TO SECOND FLOOR.		
<u>N</u>	<u>POOL</u>		
1	WE ARE PROVIDING POOLS OF APPROPRIATE SIZES IN ALL VILLAS.		
<u>O</u>	<u>OTHERS</u>		

1	FANS,TUBE LIGHTS,EXHAUST FANS,GEYSERS PROVIDED IN ALL SIZES OF VILLAS.		
2	INTERCOM IN ALL VILLAS.		
3	GARDEN LIGHTS IN LAWN AREA.		
	<u>Best Quality assured</u>		

