

Proforma of Agreement for Sub-Lease / Sale:**Agreement for Sub-Lease/ Sale**

This Agreement for Sub- lease/sale ("**Agreement**") executed on this _____ (Date) day of _____ (Month), 20_____.

BY AND BETWEEN

EXPRESSWAY HOSPITALITY PVT. Ltd., (CIN U72300DL2006PTC151735) a company duly incorporated under the Companies Act, 1956, having its registered office at 325, Jagriti Enclave Delhi, India - 110092 (PAN- AACCC9706A) and Corporate Office at Gulshan One29, 7th Floor, Plot no. C3-E1, Sector 129, Noida, Uttar Pradesh, represented by its authorized signatory _____ (Aadhar No.: _____) authorized vide board resolution dated _____, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND**[If the Allottee is an individual]***

Mr./Ms. _____ (Aadhar No. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), Residential Status _____ (Indian/ NRI/ Foreign National) 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).

*If more than one Allottee then multiple entries of above to be made

OR**[If the Allottee is a company]**

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

[OR]**[If the Allottee is a Partnership Firm]**

_____ a partnership firm registered under the [Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008, as the case may be], having its principal place of business at _____ (PAN _____), represented by its authorized partner, _____ (Aadhar No. _____) authorized vide _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the firm, the survivor

or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their 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 Sale/lease, unless the context otherwise requires, -

- (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016.
- (b) "**Authority**" means Uttar Pradesh Real Estate Regulatory Authority.
- (c) "**Government**" means the Government of State of Uttar Pradesh.
- (d) "**Rules**" means the Uttar Pradesh Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- (e) "**Regulations**" mean the regulations made under the Real Estate (Regulation and Development) Act, 2016.
- (f) "**Section**" means a section of the Act.

WHEREAS:

- A. (i) The Promoter is the absolute and lawful owner of lease hold land situated at Plot no. P5A, Jaypee Greens wish Town, Sector-134 Noida, Uttar Pradesh admeasuring 6290 sq. mtr, and which has been acquired by Promoter vide Sub-Lease Deed dated 27.06.2017 executed between Jaypee Infratech Limited and Expressway Hospitality Pvt. Ltd. and the same was registered before the Sub Registrar-I, Noida dated 27.06.2017 vide Registration no. 4229 in Book No. 1 of year 2017;
- (ii) The Promoter is the absolute and lawful owner of adjoining lease hold land situated at Plot no. P5B, Jaypee Greens wish town, Sector-134 Noida, Uttar Pradesh admeasuring 6290 sq. mtr, and which has been acquired by Promoter vide Sub-Lease Deed dated 27.06.2017 executed between Jaypee Infratech Limited and Expressway Hospitality Pvt. Ltd. and the same was registered before the Sub Registrar - I, Noida dated 27.06.2017 vide Registration no. 4228 in Book No. 1 of year 2017;
- (iii) Further to note that above two plots bearing no. P-5A and P5B were amalgamated into a Single plot bearing plot no. P5A & P5B and having total area of 12,580 Sq. mtr located at Jaypee Greens Wish Town, Sector 134, Noida, Uttar Pradesh vide Letter no. Noida/ c.a.p./2024/4099 dated 25.04.24 issued by the Noida Authority (herein after referred to as "**Project Land**"). The period of Lease of Project Land will expire on 27.02.2093.
- B. The Project Land is earmarked for the purpose of building a Banquet Hall, shops and other uses as permitted under the Master plan by Noida Authority and rules and regulations by Competent Authorities and includes parking space, common areas and facilities, limited common areas and facilities, independent area, open spaces etc. and all that is constructed / to be constructed and there about lying upon the Project Land

and all that shall be collectively known as “**Express One34**” (hereinafter referred to as “**Project**”);

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the land parcel on which the Project is to be constructed have been completed;
- D. The New Okhla Industrial Development Authority has granted the commencement certificate to develop the Project vide approval dated 24.07.2025 bearing registration/ permit No 2025/03/25/12192.
- E. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the Said Unit or building, as the case may be, from New Okhla Industrial Development Authority (herein after referred to as “**Noida Authority**”) and/or other competent Authorities. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority on _____ under Registration No. - _____; (website : www.up-rera.in)
- G. The Allottee had applied for specified space in the Project vide application dated ----- _____ and has been allotted shop / unit bearing No. _____ having carpet area _____ sq. mtr. (_____ sq. ft.) on _____ floor (“**Building**”) in the Project, as permissible under the applicable law and pro rata share in the common areas (“**Common Areas**”)”) as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules,2016.” and Deed of declaration submitted before the concerned authority. (hereinafter referred to as the “**Said Unit**” or “**Apartment**” more particularly described in Schedule-A and the floor plan of the Said Unit is annexed hereto and marked as Schedule-B).
- GG. The Allottee has been allotted slot no. Nil in the open parking area, free of cost to be ratified by the Resident Welfare Association.
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Promoter has allowed the Allottee for inspection of site and made available all the documents/ information / clarifications as required by him/ her with regards to Project/ Said unit and that the Allottee has decided to purchase the Said unit at his/her freewill, without any undue influence by Promoter or its sales personnel or agent;
- J. 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;
- K. 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;

- L. 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 Said Unit as specified in **Para G**.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS

- 1.1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Said Unit as specified in **Para G**.

- 1.1.2 Both the Parties confirm that they have read and understood the provisions of Section-14 and other applicable provisions of the Act.

- 1.2. The Total Price for the Said Unit based on the Carpet Area is Rs. _____ (Rupees _____ only) ("**Total Price**").

The description of Said unit is stated in **Schedule-A**. The breakup of total price is stated in below:

| | | A | B | C | D |
|--------|---|-----------------|-----------------|---------------------|-------------------------------------|
| S. No. | Particulars | Amount (in Rs.) | GST Rate (in %) | GST Amount (in Rs.) | Total Amount including GST (in Rs.) |
| 1 | Cost of Said Unit (including proportionate cost of Common Area) | | | | |
| 2 | Add : Charges for providing Maintenance services for one year (see para 11 and other relevant clauses of this Agreement) | | | | |
| | Total Price of Said Unit (In rupees) | | | | |

(Rupees in word _____)

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Said Unit;

- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Said Unit to the Allottee and the project to the association of Allottees or the competent authorities, as the case maybe be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee to the promoter shall be increased/reduced based on such changes/modification;

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable in para 1.2 above 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 Said Unit includes:

Recovery of proportionate price of land, construction of not only the Said Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electricity connectively to the Said Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges for one year from the date of completion certificate as per Para 11 etc., and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and the Project.

- 1.3. 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 fee after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

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

- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 8 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule-D** and **Schedule-E** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Said Unit or Building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.

- 1.7. The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate for the Building is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee within forty-five days along with interest at Rates 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 percent of the Carpet Area of the Said Unit, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan [**Schedule-C**]. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in Para 1.2 of this Agreement.
- 1.8. Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Said Unit or Apartment, as mentioned below:
- i. The Allottee shall have exclusive ownership of the Said Unit;
 - ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common area to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - iii. That the computation of the price of the Said Unit includes Recovery of proportionate price of land, construction of [not only the Said Unit but also] the Common Areas, internal development charges, external development charges, taxes, electricity connectively to the Said Unit at one point, lift, fire detection and firefighting equipment in the Common Areas , maintenance charges as per Para 11 etc. and includes cost for providing all other facilities and amenities to be provided within the Project.

- iv. The Allottee has the right to visit the project site to assess the extent of development of the project and his Said Unit, as the case may be.
- 1.9. It is made clear by the Promoter and the Allottee agrees that the Said Unit along with Nil Garage/Covered Parking shall be treated as single individual unit for all purposes. It is agreed that the Project is an independent, self-contained real estate project covering the 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 except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the project's facilities and amenities other than declared as independent area in Deed of Declaration shall be available only for use and enjoyment of the Allottees of the project.
- 1.10. The Promoter agrees to pay all outgoings before transferring the physical possession of the Said Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Said Unit to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11. The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as Booking Amount (i.e. 10% of the Total Price of the Said Unit) being part payment towards the Total Price of the Said Unit 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 Said Unit as prescribed in the Payment Plan [Schedule-C] as may be demanded by the Promoter within the time and in the manner specified therein:

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

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 through A/c Payee Cheque /demand draft/bankers Cheque in favor of "Expressway Hospitality Pvt. Ltd. – Collection Account no. 777705345148 for Express One34." (IFSC Coder : ICIC0003451) with ICICI Bank Ltd payable at Noida. The Allottee can also make payment through NEFT / RTGS or other electronic payment mode and details of which will be provided to the Allottee at his/her request.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Said Unit, if any, in his/her name 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 as disclosed at the time of registration of the Project with the authority and towards handing over the Said Unit to the Allottee and the common area to the association of allottees or the competent authority, as the case may be;

Similarly, the Allottee shall make timely payment of installments 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 the **Schedule-C**.

6. CONSTRUCTION OF THE PROJECT/SAID UNIT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Said Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the

Competent Authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the 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 competent Authority 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 Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE SAID UNIT:

7.1 Schedule for possession of the Said Unit –

- i. The Promoter agrees and understands that timely delivery of possession of the Said Unit to the Allottee 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 make an offer for hand over possession of the Said Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on or before 23.07.2030, 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 Said Unit;
- ii. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within one hundred and twenty (120) days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he / she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. In case the project is developed in phases, it will be the duty of the Promoter to maintain those common areas and facilities which are not complete and handover all the Common Areas and facilities to RWA once all phases are completed. The Promoter shall not charge more than the normal Maintenance Charges from the Allottee.

7.2 Procedure for taking possession –

The Promoter, upon obtaining the completion certificate of the Building from the competent authority, shall offer in writing the possession of the Said Unit, to the Allottee in terms of this Agreement within 2 (two) months from the date of issue of such completion certificate.

Provided that in the absence of Applicable law, the conveyance / Sub-Lease deed in favour of Allottee shall be carried out by Promoter within 3 (Three) months from the date of issue of completion certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, and documentation on part of the Promoter. The Allottee, after taking possession,

agrees to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be. After the issuance of the completion certificate the Promoter shall hand over / make available copy of completion certificate of the Said Unit / Project to the Allottee at the time of conveyance / Sub-Lease deed of the same.

7.3 Failure of Allottee to take Possession of Said Unit –

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Said Unit 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 Said Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such Allottee shall be liable to pay to the Promoter holding charges at the rate of Rs. 2.00 per month per sq. Ft. of Carpet Area of the Said Unit for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee –

After obtaining the completion certificate and handing over the physical possession of the Said Unit to the Allottee, it shall be the responsibility of the promoter to hand over the necessary documents and plans, including those relating to the Common Areas, to the Association of Allottees or the Competent Authority, as the case may be, as per the applicable laws.

Provided that in the absence of applicable laws, the promoter shall handover the necessary documents and plans, within thirty days after obtaining the completion certificate/occupancy certificate of the project (as applicable)

7.5 Cancellation by Allottee –

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel / withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment. The promoter shall return 50% (fifty percent) of the balance amount of money paid by the Allottee within 45 (forty five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Said Unit or at the end of 1 (one) year from the date of cancellation / withdrawal by the Allottee, whichever is earlier. The Promoter shall inform the previous Allottee the date of re-allotment of the Said Unit and also display this information on the official website of UP RERA on the date of re-allotment.

7.6 Compensation –

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Unit (i) in

accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, 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 Said Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Said Unit, 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 title with respect to the Project Land; the requisite rights to carry out development of the Project and is in absolute, actual, physical and legal possession of the 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 Project land.
- (iv) There are no litigation pending before any court of law or authority with respect to the Project Land, Project or the Said Unit;
- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, Project Land and Said Unit 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 Project, Project Land, Building and Said Unit and Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale/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 Unit which shall, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance / sub-lease deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the Allottee;

- (x) The Said Unit is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Unit and the Common Area to the association of allottees or the competent authority, as the case may be;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities till the completion certificate has been issued and possession of Said Unit and the Common Area to the association of allottees 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 (including any notice for acquisition or requisition of the property) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- i. Promoter fails to provide ready to move in possession of the Said Unit 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 Said Unit 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, for the Building has been issued by the Competent Authority;
- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made 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 shall be required to make the next payment without any interest; or
- ii. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Said Unit, along with payment of interest at rate equivalent to MCLR (Marginal Cost of Lending Rates) on Home Loan of State Bank of India + 1%, unless provided otherwise under the rules, within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter interest at rate

prescribed in the Rules for every month of delay till the handing over of the possession of the Said Unit, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- i. In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the promoter on the unpaid amount at rate equivalent to MCLR (Marginal Cost of Lending Rates) on Home Loan of State Bank of India + 1%, unless provided otherwise under the rules. The Promoter must not be in default to take this benefit.
- ii. In case of default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Unit in favour of the Allottee and refund the money paid to him by the Allottee by deducting the Booking Amount, taxes paid 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.

10. CONVEYANCE / SALE OF THE SAID UNIT:

The Promoter on receipt of Total Price of the Said Unit as per Para 1.2 under the Agreement from Allottee, the Promoter shall execute a conveyance and convey the title of the Said Unit together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate to the Allottee.

Provided that, in the absence of Applicable Law, the conveyance / sub-lease deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of completion certificate. However, in case the Allottee fails to deposit the stamp duty and / or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance / sub-lease deed in his / her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance for 1 (one) year from the date of completion certificate has been included in the Total Price of the Said Unit.

However, if the Association of Allottees is not formed within 1 year of completion certificate, the Promoter shall be entitled to collect from the Allottee amount equal to the amount of maintenance disclosed in Para 1.2 along with 10% (Ten Percent) and applicable taxes in lieu of the price escalation for the purpose of the maintenance for next 1 year and so on. The Promoter shall pay the balance amount available with him against the maintenance charge to Association of Allottees one it is formed.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale 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 or date of obligation of promoter to give possession to the Allottee, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:

The Promoter / Maintenance Agency / Association of Allottees shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and / or Maintenance Agency to enter into the Said Unit or any part thereof, after providing 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 namely Express One34, shall be earmarked for purposes such as parking spaces and services, including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc., and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE SAID UNIT:

- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Unit at his / her / their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Said Unit, or the staircase, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Unit and keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he / she / they shall 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 Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any

hazardous or combustible goods in the Said Unit 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 Said Unit.

- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of 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 Parties are entering into this Agreement for the allotment of the Said Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After execution of this Agreement, the Promoter shall not mortgage or create a charge on the Said 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 who has taken or agreed to take such Said Unit.

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

The Promoter has assured the Allottee that the Project in its entirety is in compliance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, wherever applicable. 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 office, as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the

Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

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 Said Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Said Unit, in case of a transfer, as the said obligations go along with the Said Unit 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 Allottee(s).

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

25. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in Project, the same shall be the proportion which the Carpet Area of the Said Unit bears to the total Carpet Area of all the Said Units 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 completed 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, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the Agreement shall be registered at the office of the concerned Sub-Registrar at Noida, Uttar Pradesh, in accordance with the prescribed norms by the concerned authority. Hence this Agreement shall be deemed to have been executed at _____.

29. NOTICES:

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

Name and Address of: As mentioned in the recital of this agreement
Allottee
E-mail of Allottee : _____

Name and Address : CRM Team of Expressway Hospitality Pvt. Ltd.
of Promoter : : 7th Floor, Gulshan One29, Plot no. C3E1, Sector129
Noida, Uttar Pradesh

E-mail of Promoter : compliance.expressone34@gmail.com ;

29.2 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 / courier / e-mail 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 Allottee(s).

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Said Unit or Building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Said Unit or Building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale 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 Act and the Rules and Regulations made there under including other applicable 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 PARTIES HEREIN ABOVE NAMED SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE/SUB-LEASE 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: (including joint buyers)

(1) Signature _____
Name _____
Address _____

Please affix photograph and sign across the photograph

(2) Signature _____
Name _____
Address _____

Please affix photograph and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____
Name _____
Address _____

Please affix photograph and sign across the photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

SCHEDULE-A: DESCRIPTION OF THE SAID UNIT

SCHEDULE-B: FLOOR PLAN OF THE SAID UNIT

SCHEDULE-C: PAYMENT PLAN

SCHEDULE-D: SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID UNIT)

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

(The Schedules to this Agreement for Sub-Lease/Sale shall be as agreed to between the parties)