

AGREEMENT FOR LEASE

This Agreement for Lease ("Agreement") executed on this _____ (Date) day of _____ (Month), 20 _____

By and Between

M/s. SHUBHHOMES REALCON PRIVATE LIMITED (CIN No. U45400DL2007PTC163142), a company incorporated under the provisions of the Companies Act [1956 or 2013, as the case may be], having its registered & corporate office at 11, New Rajdhani Enclave, Vikas Marg, Delhi – 110092 (**PAN AABCE7746B**), represented by its authorized signatory Mr. _____ S/o Mr. _____, 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

Mr./Mrs./Ms. _____ (Aadhar No. _____) son/wife/daughter of Mr. _____, Indian Citizen, aged about _____, residing at _____

(PAN _____) and

Mr./Mrs./Ms. _____ (Aadhar No. _____) son/wife/daughter of Mr. _____, Indian Citizen, aged about _____, residing at _____

(PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted 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 Lease, unless the context otherwise requires,

“Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)

- (a) “Authority” means Uttar Pradesh Real Estate Regulatory Authority.
- (b) “Government” means the Government of Uttar Pradesh.
- (c) “Project” means and comprising of various apartment (EWS/LIG Flat) situated in multistoried buildings known also as **“Vrinda Homes - 2”** situated at Urban Homes, Off NH-24, Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, UP.
- (d) “Rules” means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 and any amendments thereof, from time to time.
- (e) “Regulations” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016 by the Government.
- (f) “Section” means a section of the Act.
- (g) “Specifications of the apartment (EWS/LIG Flat)” means specifications as per Schedule D attached herewith.

WHEREAS:

- A. The Promoter is the absolute and lawful owner of proportionate land admeasuring 5,089.92 Sq. Meter . falling in part of total real estate development constituted in **Khasra Nos. 2243, 2244, 2246 and 2247**, situated at Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, UP (“Said Land”), vide deed/registered document no. **3481 dated 09-05-2014, 3535 dated 12-05-2014 and 5131 dated 26.06.2019** registered in the office of Sub Registrar-1, Ghaziabad, UP.
- B. The Said Land is earmarked for the purpose of building a Residential Project, comprising multistoried Apartment (EWS/LIG Flat) building, the said project shall be known as **“Vrinda Homes - 2”** (“Project”), approved by Ghaziabad Development Authority, Ghaziabad under the policy of Government of Uttar Pradesh.
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is constructed have been completed;
- D. The Ghaziabad Development Authority, Ghaziabad has granted the sanction to develop the said project vide Approval letter bearing no.

605/MP/2014 dated 21.05.2014 Map No. 658/Zone – 5/2013-14 dated 17.04.2014 and letter bearing No. 74/MP/Zone-5/2019 dated 14-03-2019 and Map No. MAP20181129123725063 dated 14.09.2019.

- E. The Promoter has obtained the layout plan, sanctioned plan, and all necessary approvals for the Project and also for the apartment (EWS/LIG Flat), from the Ghaziabad Development Authority. 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 at Lucknow, Uttar Pradesh on _____ under Registration No. UPRERAPRJ;
- G. The Allottee had applied for an apartment (EWS/LIG Flat) in the Project vide application dated _____ and has been allotted apartment (EWS/LIG Flat) no. _____ having carpet area of _____ Square Meters (_____ Square Feet), Type EWS/LIG, on _____ floor in Tower/Block/Building No. _____ (“Building”) along with Nil Garage/Covered Parking admeasuring N.A. Square Meters (N.A. Square Feet) in the N.A., as permissible under the Rule 2 (1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and the description of the Apartment (EWS/LIG Flat) and Floor Plan are annexed hereto and marked as Schedule A & Schedule B;
- G.G. The allottee has been allocated Slot No. **NIL** in the Open Parking Area free of cost to be ratified by Resident Welfare Association.
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- 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 “**Vrinda Homes – 2**”;
- 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 give on lease to the Allottee and the Allottee hereby agrees to take on lease the Apartment (EWS/LIG Flat) with NIL parking as specified in Para G. “EWS/LIG” Flat hereinafter shall be referred as “Apartment”.

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 give on lease to the Allottee and the Allottee hereby agrees to take on lease, the Apartment as specified in Para G in accordance with the Payment Plan Annexed herewith as Schedule C for the term of 90 years.
- 1.1.2 Both the parties confirm that they have read and understood the provisions of setion-14 of the Act
- 1.2 The Total Premium for the Apartment based on the Carpet Area is Rs.

 (Rupees_____ Only (“Total Premium”).
 Description and Breakup of Total Premium of the Apartment is as follows:

Block/Building/Tower No. _____ Flat No. _____	Rate of Apartment (EWS/LIG Flat) : Rs. _____ Per Square Meter (Rs._____ Per Square Feet)
Type: EWS/LIG Floor _____ Carpet Area : _____Sq. Mtr. (_____ Sq. Ft.)	

Total Premium (In Rs.)	Rs. _____/- (Rupees _____ _____)
------------------------	--

Break up of the Total Premium for the said apartment is as follows:

Particulars	Amount (In Rs.)
Cost of Apartment (EWS/LIG Flat)	

And

Maintenance Charges (1 Year) including Applicable Taxes on Maintenance Charges	
Prepaid Meter Cost and Electricity Infrastructure Cost including Applicable Taxes.	
Lease Rent @ 10% of Cost of Apartment (EWS/LIG Flat)	
Other Applicable Taxes & Government Levies	
TOTAL PREMIUM (In Rs.)	

Explanation:

- (i) The Total Premium above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Premium 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 offer of handing over the possession of the apartment (EWS/LIG Flat) to the Allottee and the Project to the Association of Allottees or the Competent Authority, as the case may be, after obtaining the Completion Certificate;
Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification;

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. However, it is hereby agreed that the Allottee shall adhere to the Payment Plan agreed herein, irrespective of intimation/demand or receipt of such intimation/demand. 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 Premium of Apartment includes recovery of Price of land, construction of not only the Apartment (EWS/LIG Flat) but also the common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, Electrical connectivity to the apartment (EWS/LIG Flat), lift, water line and plumbing, finishing with paint, 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 Apartment (EWS/LIG Flat) and the Project as per this agreement.
- 1.3 The Total Premium 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 land cost considered herein for the purpose of calculating cost of apartment (EWS/LIG Flat) includes the consideration paid to farmers and land owners and compensation, if any awarded for such acquisition, however, any award/compensation/etc. and or any increase thereof by any court, authority or otherwise towards the project land subsequent to hereof shall constitute as additional land cost and shall be in addition to the total Premium mentioned above and be recoverable from the allottee in addition to the total Premium mentioned above. The Promoter undertakes and agrees that while raising a demand on the

Allottee for increase in development fee, cost/charges/increase/compensation /award imposed by the competent authorities/ courts/etc., the Promoter shall enclose the said notification/ order/rule/regulation/order to that effect along with the demand letter being issued to the Allottee, which shall only be recoverable along with 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(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan")
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ NIL % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter. However, the allottee shall be entitled to 5% discount, if the allottee makes payment of balance amount within 120 days from the date of allotment.
- 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 prospectus etc., on the basis of which Lease is effected) in respect of the apartment (EWS/LIG Flat), 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. That, the Promoter, as per the prevailing sanctions, availed single point electricity connection, however, due to any conversion of electricity system from single point to multi point supply due to direction, rules and regulations of the Government/Court/Act etc., the same shall be carried out by the RWA/AOA/Builder who in turn will recover this cost from the individual residents in proportion to the contracted load allotted to each individual residents.

- 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/occupancy certificate (as applicable)* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total Premium payable for the carpet areas 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 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 percent of the carpet area of the apartment (EWS/LIG Flat), allotted to 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 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 Apartment (EWS/LIG Flat) as mentioned below;
- (i) The Allottee shall have exclusive Lease hold right of the Apartment;
 - (ii) The Allottee shall also have right to use the Common Areas during the tenure of lease. Since the share/interest of Allottee in the Common Areas is undivided pursuant to lease agreement 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 hand over the Common Areas 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 Premium of the Apartment includes recovery of price of land, construction of not only the Apartment (EWS/LIG Flat) but also the Common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment (EWS/LIG Flat), lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and fire fighting equipments 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 Apartment (EWS/LIG Flat) and the Project;

- (iv) The Allottee has the right to visit the project site to assess the extent of development of the Project and his apartment.
- (v) It is made clear by the Promoter and the Allottee agrees that the Apartment along with NIL Parking as per clause G shall be treated as a single indivisible unit for all purposes. It is agreed that the Vrinda Homes – 2 is an independent, self-contained Project covering the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration and earmarked for the use of this project shall be available only for use and enjoyment of the Allottees of the Project. That the Promoter has provided parking spaces as required by the sanctions which will be allotted by the Resident Welfare Association (referred herein as RWA).

1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment (EWS/LIG Flat) to the Allottees, which it has collected from the Allottees, 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 Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.10 The Allottee has paid a sum of Rs. _____/-
(Rupees _____
_____Only) as registration amount
being part payment towards the Total Premium of the

Apartment (EWS/LIG Flat) at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining Premium of the Apartment (EWS/LIG Flat) 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 [Schedule C] through A/c Payee Cheque/Demand Draft/Bankers Cheque or online payment (as applicable) in favour of **Shubhhomes Realcon Private Limited** payable at Delhi. Grace period of one month shall be given for payment of Allotment amount/installment after due date. However, if any previous amount of installment stands unpaid on the due date, no grace period will be admissible on the current installment. If payment is made after grace period the allottee shall be liable to pay interest @ 7.50% per annum or MCLR+1% whichever is less for EWS category & 10.50% per annum or MCLR+1% whichever is less for LIG category since the original due date of payment of respective installment.

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 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 obligation 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 apartment (EWS/LIG Flat) 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 of the Allottee against the Apartment, 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 offer for handing over the Apartment to the Allottee and the Common Areas to the Association of Allottees or the competent authority, 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 Schedule C (Payment Plan”).

6. CONSTRUCTION OF THE PROJECT/APARTMENT (EWS & LIG FLAT):

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment (EWS/LIG Flat) and accepted the floor plan, payment plan and the specifications, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the UP Urban Planning & Development Act, 1973 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 terms by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/(EWS/LIG FLAT):

- 7.1 Schedule for possession of the said Apartment. The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee 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 offer hand over of possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project within six (6) months after expiry of thirty six (36) months from the date of this agreement, unless there is delay or failure due to war, stay, court orders, 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/Vrinda Homes - 2 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 Apartment:

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/Vrinda Homes - 2 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 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 the RWA once all phases are completed. The promoter shall not charge more than the normal maintenance charges from the allottees. The Allottee shall make payment of water usage charges to the Promoter/Maintenance Agency/AOA/ Govt. Agency/Authority as per the demand of the Govt. Agency/Authority.

- 7.2 Procedure for taking Possession –The Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority, shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 months from the date of issue of completion certificate/occupancy certificate (as applicable):
Provided that, in the absence of Applicable Law, the Lease deed in favor of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable) only after receipt of all due amounts from the Allottee as per the terms and conditions of this agreement. The allottee shall be liable to pay requisite stamp duty & registration charges, as applicable from time to time for registration of lease deed of the aforesaid flat. 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, 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/occupancy certificate (as applicable) for the project. The Promoter shall handover the completion certificate/occupancy certificate (as applicable) in respect of the apartment, to the Allottee at the time of execution of Lease deed of the same.

7.3 Failure of Allottee to take Possession of Apartment Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement, and the Promoter shall give possession of the Apartment to the allottee. 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 Chowkidari charges @ Rs.800/- per month and the same shall be increased automatically by 10% every year from 1st April. in addition to maintenance charges as specified in this agreement. In case, the possession is not taken till three (3) months from the date provided in 7.2, the allotment shall be cancelled and action shall be taken as per clause – 7.5 of this agreement.

7.4 Possession by the Allottee - After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Apartment to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the association of Allottee(s) or the competent authority, as the case may be, as per the Applicable law:

Provided that, in the absence of any Applicable Law, the Promoter shall handover the necessary documents and plans, including Common Areas, to the Association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate (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 within 6 months from the date of allotment and the allottee is not a defaulter on account of breach of any terms and conditions, 10% of registration amount shall be forfeited and the balance amount shall be refunded without any interest. Further, if the allottee surrenders the allotted flat within 6 months from the date of allotment but does not pay allotment money and due installment amount or breaches any terms or conditions or his/her allotment is cancelled by the Promoter, 25% of allotment amount shall be forfeited. Further, in case of

any surrender/cancellation of allotment after expiry of 6 months from the date of allotment, without any fault of the Promoter, the Promoter herein is entitled to forfeit the whole of booking amount/registration amount paid by the allottee. In all of the above conditions, the promoter shall return 50% (fifty percent) of the balance amount remained after above said forfeiture, within 45 (forty five) days of such cancellation/withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the apartment or at the end of one year from the date of cancellation/withdrawal by the allottee, whichever is earlier. The promoter shall inform the previous allottee, the date of re-allotment of the said apartment and also display this information on the official website of UPRERA 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 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 offer of possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the promoter shall be liable, on demand to the 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 Apartment, with interest at the rate prescribed in the rules including compensation in the manner as provided under the Act within forty-five days of its 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 prescribed in the rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of its 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 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) The Promoter had obtained Project Finance from HDFC Limited however, the Promoter has obtained permission from HDFC Limited for selling the Said Apartment therefore, there is no encumbrance upon the Said Apartment;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) Approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable Law in relation to the Project, said Land, Building and Apartment 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 said Land, including the Project and the Said Apartment 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 giving the said Apartment on lease to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Lease deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be;
- (x) 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;

- (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 said project to the competent Authorities till the completion certificate/occupancy certificate (as applicable) has been issued and offer of possession of apartment or the building, as the case may be along with common Areas (equipped with all the specifications, amenities and facilities) has been given to the Allottee and 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 said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide offer for ready to move in possession of the Apartment 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 apartment shall be in a habitable condition which is complete in all respect including the provision of all specification, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2 In case of default by Promoter under the conditions listed above, a non-defaulting Allottee 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 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 apartment, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the rules within forty-five days of receiving the termination notice;

Provided that where an allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of its 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 the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the rules. The promoter must not be in default to take this benefit;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3(three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking/registration amount, subject to conditions mentioned under clause – 7.5 above 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/LEASE OF THE SAID APARTMENT (EWS/LIG FLAT):

The Promoter on receipt of Total Premium of the Apartment as per Para 1.2 and any other charges/dues under the Agreement from the Allottee, shall execute a Lease Deed and convey the title of the Apartment under Lease together with proportionate indivisible share in the Common Area within 3 months from the date of issuance of the completion certificate/occupancy certificate, as the case may be, to the Allottee:

Provided that, in the absence of applicable Law, the 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/occupancy certificate, as applicable. 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 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 SAID BUILDING/APARTMENT (EWS/LIG FLAT)/ 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 Premium of the Apartment.

However, if the Association of Allottees is not formed within 1 year of completion certificate, the Promoter will be entitled to collect from the Allottees amount equal to the amount of maintenance disclosed in para 1.2+10% in lieu of price escalation for the purpose of the maintenance for next year and so on. The Promoter will pay the balance amount available with him against the maintenance charge to Association of Allottees, once 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

obligation of the Promoter as per the agreement for 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 or the date of obligation of the 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 Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT (EWS/LIG FLAT) FOR REPAIRS:

The promoter/maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas, garages/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 Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Services Area, if any, as located for Vrinda Homes - 2, shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans.

15. GENERAL COMPLIANCES WITH RESPECT TO THE APARTMENT (EWS/LIG FLAT):

15.1 Subject to Para 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging

thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material etc. on the face/façade of the building or anywhere on the exterior of the Project, building 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 Apartment 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 Apartment.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of 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 PARTIES:

The parties are entering into this Agreement for the allotment of an Apartment 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 Vrinda Homes - 2 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 the Promoter executes this agreement he shall not mortgage or create a charge on the Apartment 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 effect the right and interest of the Allottees who has taken or agreed to take such Apartment.

19. U.P. 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 U.P. Apartment (Promotion of Construction, Ownership and Maintenance) 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 Promoters or the Allottees until, firstly, the Allottees 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 Allottees and secondly, appears for registration of the same before the concerned Sub Registrar Office, Ghaziabad, 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 refunded 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 apartment /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 Apartment and the project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoters 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 [Schedule C] 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 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 thereunder 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 confirm to Act or the Rules and Regulations made thereunder 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(s) in project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartment 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, in Ghaziabad 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 concerned Sub Registrar, Gandhi Nagar, Ghaziabad. Hence this Agreement shall be deemed to have been executed at Ghaziabad.

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 Registered Post/Speed Post/Courier/Email at their respective addresses specified below:

Name of Allottee: _____

Address of Allottee: _____

Email : _____

Name of Promoter: **M/s. Shubhhomes Realcon Private Limited**

Address of Promoter : 11, New Rajdhani Enclave, Vikas Marg,
Delhi – 110092

Email : _____

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/Speed Post/Courier/Email failing which all communications and letters posted at the above address shall 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.

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the apartment or building, as the case may be prior to the execution and registration of the Agreement for Sale for such apartment 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 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 hereinabove named have set their respective hands and signed this Agreement for Sale at Ghaziabad, Uttar Pradesh in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottees : (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 (Authorized Signatory) _____
Name **M/s. Shubhhomes Realcon Private Limited**
Address: 11, New Rajdhani Enclave, Vikas Marg,
Delhi – 110092

Please Affix
Photograph and
Sign Across the
Photograph

At Ghaziabad on _____ in the presence of:

WITNESSES:

(1) Signature _____
Name _____
Address _____

(2) Signature _____

Name _____

Address _____

*Or such other certificate by whatever name called issued by the competent Authority.

SCHEDULE “A”-PLEASE INSERT DESCRIPTION OF THE APARTEMNT AND THE GARAGE/COVERED PARKING {IF APPLICABLE} ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.

SCHEDULE “B”- FLOOR PLAN OF THE APARTMENT (EWS/LIG FLAT)

SCHEDULE “C”- PAYMENT PLAN

SCHEDULE “D” and “E”- SPECIFICATION, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT (EWS/LIG FLAT) AND PROJECT)

[The ‘Schedules’ to this Agreement for Lease shall be as agreed to between the Parties]

|

SCHEDULE “A” and SCHEDULE “B”

DESCRIPTION OF THE APARTEMNT AND THE GARAGE/COVERED
PARKING {IF APPLICABLE} ALONG WITH BOUNDARIES IN ALL FOUR
DIRECTIONS and FLOOR PLAN OF THE APARTMENT (EWS/LIG FLAT)

FLOOR PLAN TO BE PASTED

SCHEDULE “C”- PAYMENT PLAN

S. No.	Particulars	Amount (Rs.)
1.	At the Time of Registration (i) For Reserve Category (ii) For General Category	(5% of total premium) (10% of total premium)
2.	At the time of Allotment	20% of total premium including amount paid at the time of registration.
3.	1 st installment after 3 months of date of allotment	6.6667% of total premium
4.	2 nd installment after 6 months of date of allotment	6.6667% of total premium
5.	3 rd installment after 9 months of date of allotment	6.6667% of total premium
6.	4 th installment after 12 months of date of allotment	6.6667% of total premium
7.	5 th installment after 15 months of date of allotment	6.6667% of total premium
8.	6 th installment after 18 months of date of allotment	6.6667% of total premium
9.	7 th installment after 21 months of date of allotment	6.6667% of total premium
10.	8 th installment after 24 months of date of allotment	6.6667% of total premium
11.	9 th installment after 27 months of date of allotment	6.6667% of total premium
12.	10 th installment after 30 months of date of allotment	6.6667% of total premium
13.	11 th installment after 33 months of date of allotment	6.6667% of total premium
14.	12 th installment after 36 months of date of allotment	6.6667% of total premium

Note: 1. Stamp duty, registration fees, Deed Writing Expenses and all other applicable govt. charges/taxes/levies including GST are not including total premium of Apartment (EWS/LIG) shall be charged extra and are to be borne by the allottee(s).

SCHEDULE “D” and “E”

<u>SPECIFICATIONS - VRINDA HOMES-2,</u> <u>SHAHPUR BAMHETTA, GHAZIABAD, UP for Apartment/Project (EWS/LIG)</u>		
Living/Dining		
Flooring	-	Tiles 300mm * 300mm
Walls	-	White Wash
Door	-	Flush Doors with M.S. Frames
Windows	-	MSZ Section
Bedrooms		
Flooring	-	Tiles 300mm * 300mm
Walls	-	White Wash
Door	-	Flush Doors with M.S. Frames
Windows	-	MSZ Section
Kitchen		
Flooring	-	Tiles 300mm * 300mm
Walls	-	White Wash
Toilet		
Flooring	-	Tiles 300mm * 300mm
Walls	-	White Wash
Door	-	Flush Doors with M.S. Frames
Windows	-	MSZ Section
Corridor/Lobby		
Flooring	-	Tiles 300mm * 300mm
Walls	-	White Wash
External Finish	-	Paint Finish
Balcony		
Flooring		Tiles 300mm * 300mm
Super Structure		RCC Framed Structure

ENDORSEMENT

I/We hereby assign all the Rights and
Liabilities under this Agreement in favor of:

.....
.....
.....
.....

TRANSFEROR (S)

The above transfer is hereby confirmed.

For M/s. Shubhhomes Realcon Private Limited

(AUTHORIZED SIGNATORY)

Date:_____

I/We hereby accept all the Rights and Liabilities
under this Agreement assigned in my/our favor by:

.....
.....
.....
.....

TRANSFeree (S)

ENDORSEMENT

I/We hereby assign all the Rights and
Liabilities under this Agreement in favor of:

.....
.....
.....
.....

TRANSFEROR (S)

The above transfer is hereby confirmed.

For M/s. Shubhhomes Realcon Private Limited

(AUTHORIZED SIGNATORY)

Date:_____

I/We hereby accept all the Rights and Liabilities
under this Agreement assigned in my/our favor by:

.....
.....
.....
.....

TRANSFeree (S)