

AGREEMENT FOR SALE/SUB-LEASE

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

BY AND BETWEEN

M/s. SPLENDOR INFORMATION TECHNOLOGY PVT. LTD. (CIN: U72900DL2002PTC115665), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Unit No. 03-06, Ground Floor, Splendor Forum, Plot No.6 Jasola District Centre, New Delhi – 110025, represented by its Authorized Signatory Mr. _____ (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 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 _____), 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 said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[IF THE ALLOTTEE IS AN INDIVIDUAL]

Mr./Ms. _____ (Aadhar No. _____) son/daughter of _____, 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).

DETAILS OF OTHER ALLOTTEE(S) IN CASE OF MORE THAN ONE ALLOTTEE

[SECOND ALLOTTEE (IF ANY)]

Mr./Ms. _____ (Aadhar No. _____) son/daughter of _____, 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).

[THIRD ALLOTTEE (IF ANY)]

Mr./Ms. _____ (Aadhar No. _____) son/daughter of _____, 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).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar No. _____) son of _____ aged about _____ for self and as the k

Karta of the Hindu Joint Mitakshara Family Known as _____ HUF, having its place of business/ residence at _____, (PAN _____), hereinafter referred to as the ‘Allottee’ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assignees).

[Please insert details of other Allottee(s), in case of more than one Allottee]

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

DEFINITIONS:

For the purpose of this Agreement for Sale/Sub-lease, unless the context otherwise requires,-

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

- (b) **“Agreement”** means this Agreement for Sale / Sub-lease including its schedules, exhibits, annexures, recitals and terms and conditions for the allotment of Unit in the Project and any amendments from time to time as may be mutually executed by and between the Parties hereto in writing.
- (c) **“Authority”** means Uttar Pradesh Real Estate Regulatory Authority.
- (d) **“Association”** means the association of unit owners of the Project formed by the Promoter under relevant provisions of applicable laws.
- (e) **“Booking Amount”** means an amount equivalent to 10% (Ten percent) of the Total Price payable by the Allottee for the Unit.
- (f) **“Building”** shall have the meaning as ascribed to it in Recital H hereof.
- (g) **“Carpet Area”** shall have the meaning as ascribed to it in the Act and/or Rules framed thereunder.
- (h) **“Common Areas”** shall have the meaning as ascribed to it in the Act and/or Rules framed thereunder. .
- (i) **“Force Majeure”** shall have the same meaning as ascribed to it in Para 7.1 hereof.
- (j) **“Government”** means the Government of Uttar Pradesh.
- (k) **“Interest”** shall have the meaning as ascribed to it in Para 1.6.
- (l) **“Limited Common Areas and Facilities”** shall have the same meaning as defined in the Uttar Pradesh Unit (Promotion of Construction, Ownership and Maintenance) Act, 2010 and rules made thereunder.
- (m) **“Maintenance Agreement”** means the agreement to be executed between the Maintenance Agency and/or Promoter and the Allottee / Association, for maintenance of the Common Areas and facilities in the Project / towers thereof by the Maintenance Agency.
- (n) **“Maintenance Agency”** shall have the meaning as ascribed to in the Para 11.3 hereof.
- (o) **“Maintenance Charges”** shall mean the charges payable by Allottee to the Maintenance Agency (in accordance with the demand raised by the Maintenance Agency) for the maintenance and upkeep of the Common Areas and facilities, but does not include;
- (i) the charges for actual consumption of utilities in the said Unit including but not limited to electricity, water, telephone etc., which shall be charged on the basis of actual consumption on monthly basis or such other periods as may be specified by the Maintenance Agency; and
- (ii) any statutory payments, taxes etc., with regard to the said Unit / said Building / said Project.
- (p) **“Para”** means a Paragraph of this Agreement.
- (q) **“Party”** unless repugnant to the context, means a signatory to this Agreement and **“Parties”** unless repugnant to the context, mean a collective reference to all the signatories to this Agreement.
- (r) **“Payment Plan”** shall have the meaning as ascribed to in Para 1.4.
- (s) **“Person”** includes any individual, sole proprietorship, partnership firm, unincorporated association, unincorporated syndicate, unincorporated organization, trust, HUF, body corporate, company (private / public limited / listed / unlisted), society and natural person(s) in his capacity as trustee, executor, administrator or other legal representative.

- (t) **“Project”** shall have the meaning ascribed to it in Recital B and other areas, amenities & facilities as more clearly detailed and depicted in **Exhibit 1**.
- (u) **“Principal Lease Deed”** shall have the meaning as ascribed to in Recital A.
- (v) **“Rules”** means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- (w) **“Reserved Car Parking Space(s)”** means car parking space(s) reserved for the Allottee for car parking space as set out in Recital H & GG of this Agreement.
- (x) **“Regulations”** mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- (y) **“Said Land”** means the land as defined in Recital A
- (z) **“Section”** means a section of the Act.
- (aa) **“State”** means the state of Uttar Pradesh.
- (bb) **“Total Price”** shall have the meaning as ascribed to it in Para 1.2.
- (cc) **“Unit”** means the IT/ITES unit / area allotted to the Allottee, details of which have been set out in Recital H and Para 1.1.

INTERPRETATION

In this Agreement, unless the context requires otherwise, the following rules of interpretation shall apply;

- (a) References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;
- (b) References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;
- (c) References to Recitals, Clauses or Schedules are, unless the context otherwise requires, references to recitals, clauses or schedules of this Agreement;
- (d) Headings to Clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;
- (e) To the extent to which any provision of this Agreement conflicts with its schedule or any provision of the brochure and/or Application, the provision of this Agreement will prevail.
- (f) Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.
- (g) Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa.

- (h) Reference to the expression 'he', 'his', 'him', 'himself' etc. used in this Agreement shall be construed as 'she', 'her', 'herself' etc. whenever the reference is to female Allottee. These expressions shall be deemed to be modified and read accordingly whenever the Allottee is a body corporate or a partnership firm. The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Agreement so demands.
- (i) Reference to the term "herein", "hereto", "hereunder", "hereof", "hereinafter" etc. used in this Agreement shall mean reference to this entire Agreement and not to the particular Clause, Recital or provision in which the said term has been used, unless the context otherwise requires.
- (j) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation".
- (k) Any reference to the word 'year' or 'annum' means 12 (twelve) months;
- (l) The words 'in writing' or 'written' include any communication sent by registered letter and/or, facsimile transmission.
- (m) The currency amounts are stated in Indian Rupees (INR) unless otherwise specified.

WHEREAS:

- A.** The Promoter is the absolute and lawful owner of Plot No. 06, measuring 40,318.50 square meters situated at Sector 142 Noida Uttar Pradesh ("**Said Land**") vide Lease Deed dated 16th March 2007 duly registered in the office of Sub-Registrar-III New Okhla Industrial Development Authority (NOIDA), UP in Book No.916, Volume No. 1 at Page from 63 to 96 as documents No. 1022 on dated 20th March 2007 ("**Principal Lease Deed**");
- B.** The Said Land is earmarked for the purpose of building an integrated IT/ITES campus project, comprising of three multistoried buildings / towers with landscaped zones and the said project shall be known as '**ONYX**' ("**Project**") by Splendor Group;

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;
- 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.** New Okhla Industrial Development Authority has granted the commencement certificate to develop/ consent to establish the Project vide sanction approval dated 15th March 2021 bearing registration number 21527/UPPCB/Noida(UPPCBRO)CTE/NOIDA/2021.
- E.** The Promoter has obtained the layout plan, sanctioned plan, specifications, and all necessary approvals for the Project and, also for the unit or Building from New Okhla Industrial 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 Noida on _____ under Registration No. _____.
- G.** The Allottee, after examining and checking the right, title, location, permissions and approvals, features, specifications, and limitation in the Said Land and Project to be developed by the Promoter, had applied for an [IT/ITES] unit in the Project vide application dated _____ and has been allotted unit No. _____ having Carpet Area of _____ square meters (_____ square feet), type Office/Business Suite/Retail Facility, on _____ floor in [Tower/Block] _____ (“Building”) along with _____ nos. parking slots admeasuring _____ square meters (_____ square feet) 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 “Unit” more particularly described in **Schedule A** and the floor plan of the unit is annexed hereto and marked as **Schedule B**);
- GG.** The allottee has been allocated _____ slots in the open parking area / mechanical parking free of cost to be ratified by Association;
- H.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I.** The Allottee(s) is aware and understands that the Sanctioned Plan, Specifications, Time Schedule of Project Completion, Development Work and Infrastructure Details, and other Relevant Documents/Information has already been provided by the Promoter and displayed at UP RERA Website “up-rera.in”. The Allottee(s) confirms and undertakes that he has studied and investigated the said Documents/Information and is fully satisfied about their contents.
- J.** The Promoter proposes to develop the Project in a Tower wise / Phase wise manner inclusive of three multistoried buildings, accordingly construction of first tower, Tower-A namely ‘**ONYX BLUE**’ of the Project – ‘**ONYX**’ is being commenced first. The Promoter shall commence construction of the second and third tower in accordance with the Project planning. Common Areas, landscape areas, amenities and facilities proposed to be developed in the Project, are as more clearly described and depicted in the layout plan attached hereto as **Exhibit 1**. The Promoter has informed, and the Allottee after having fully acquainted himself with the aforesaid facts has clearly understood and accepted, the rights of the Promoter in the Project and the Said Land. The Promoter has clarified, and the Allottee has clearly

understood, that the layout plan of the Project depicts the various areas, other structures and facilities & amenities which are proposed to be developed subsequently in phases after completion of the first tower. The Allottee has also understood that the construction, structures, facilities and amenities and their earmarked uses in other towers/phases/areas of the Project may be modified / amended by the Promoter in accordance with the approvals received/to be received from competent authorities, at any stage, as per applicable laws, to which the Allottee shall have no objection, and such changes shall be binding on both the Parties;

- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;
- J. 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.
- K. 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 Unit and the garage/covered parking (if applicable) as specified in Recital.

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 Description of Unit

- (i) 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 Unit as specified in Recital G. A brief description of the Unit is attached as **Schedule A**:
- (ii) Both the parties confirm that they have read and understood the provisions of Section-14 of the Act.

1.2 The Total Price for the Unit based on the Carpet Area is Rs. _____/- (Rupees _____ only) ("**Total Price**"). The break-up of total price is provided in **Annexure 1** attached hereto.

EXPLANATION:

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the 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 offer, for handing over the possession of the Unit to the Allottee after obtaining the occupancy certificate / part occupancy certificate (as applicable) for the Building;
Provided that in case there is any change/modification in, or imposition of new, taxes, charges, fees, levies etc., 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, charges, fees, levies etc., 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, for period post the scheduled date of completion, the same shall not be charged from the Allottee save and except in case of delay in completion due to Force Majeure conditions;
- (iii) The Total Price of Unit includes recovery of price of land, construction of [not only the Unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring and electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit in the Project, as more clearly detailed in **Annexure 1** attached hereto-
- (v) That the Allottee(s) agrees and understands that, if any dues/charges/taxes/fees etc. payable by the Allottee(s) has not been paid because the same has not been demanded by Promoter or its authorised representative inadvertently by oversight, mistake or by ignorance and later it comes to the notice of the Promoter/representative then the same will be paid by the Allottee(s), as and when noticed and demanded by Promoter. This will not however take away in any manner, the obligations of the Allottee(s) specified herein.
- (vi) The Allottee(s) is aware that TDS shall be deducted from the above price in case the price of the property being purchased is above Rs. 50 lakh in accordance with the currently applicable rules as per the Income Tax Act, 1961 or as applicable at the time of payment. The Allottee(s) shall pay the TDS to the Government and deliver the relevant TDS certificate, challan, receipt and other relevant documents to the Promoter as per the Act and rules made there under, as applicable to this transaction. Any delay in making the payment to Promoter and /or taxes as aforesaid shall make the Allottee(s) liable to pay the interest to Promoter and/or any penalty levied by the concerned authority/ies in respect thereof.

1.3 Escalation Free Price

- (i) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charge, fees and any other cost, taxes, charges, levies, fee etc., 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 including without limitation enhancement of compensation payable to the

farmer(s) for acquisition of their land by relevant land acquiring / land allotment authority or for any other reason. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, fee, cost, taxes, charges, levies etc. 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, and the demand made by the Promoter to the Allottee on proportionate basis with regard to development charges, fees, cost, taxes, charges, fees, levies, etc. shall be final and binding on the Allottee;

Provided that if there is any new imposition or increase of any development charges, 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, for period post the scheduled date of completion, the same shall not be charged from the Allottee, save and except in case of delay in completion due to *Force Majeure* conditions.

- 1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule C** ("**Payment Plan**"). In the event of delay in payment of any installment by the Allottee, the Allottee shall be liable to pay Interest to the Promoter on the unpaid amount at the rate provided under the Rules or prescribed by the Authority.
- 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 @ _____ % per annum for a period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate is at the sole discretion of the Promoter and 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'**, in respect of the Unit or Building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act or as per approvals/instructions/ guidelines of the competent authorities:.

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 or as per approvals/ instructions/ guidelines of the competent authorities. Provided further that the Allottee(s) hereby understand and undertake that Allottee shall have no objection in any manner whatsoever with regard to Promoter changing the location or size of unit by reorganization of units internally in the Project and that no specific NOC shall be required from the Allottee herein unless the said reorganization directly affects the unit of Allottee herein. The Promoter

understands and undertakes that the said reorganization would be approved / regularized by the competent authority at the time of obtaining Occupation Certificate/Completion Certificate, as the case maybe

- 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 occupancy certificate / part occupancy / completion certificate (as applicable)* 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 a reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee within (45) forty-five days with annual interest at the rate prescribed in the Rules (“**Interest**”), 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 Unit, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan [**Schedule C**]. Provided that if increase in the Carpet Area of the Unit is more than three percent of the Carpet Area of the Unit, then Promoter can also demand that from the Allottee as per the next milestone of the Payment Plan [**Schedule C**] subject to mutual consent. 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, upon execution of the conveyance deed/ sub-lease deed, have the right to the Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the 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. The use of Common Areas and facilities by the Allottee shall be subject to timely payment of Maintenance Charges and the compliance of applicable rules and regulations and upon terms and conditions mentioned in the Maintenance Agreement executed between the Allottee and the Maintenance Company as chosen by the Promoter or the Association after completion of the Project. The use of Common Areas and facilities shall be subject to such rules and regulations as are prescribed by the Promoter or Association which shall be followed by the Allottee and other occupants of the Unit. It is clarified that the Promoter shall hand over the Common Areas to the Association or the competent authority as the case may be after duly obtaining the occupancy certificate for the Project from the competent authority as provided in the Act. The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Unit, as the case may be.
- 1.9 It is agreed that the Project is an independent, self-contained real estate 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 or Limited Common Areas and Facilities in the deed of declaration to be filed by the Promoter shall be available only for use and enjoyment of the Allottee of the Project, a tentative list of independent and Limited Common Areas has been provided in **Annexure 2**.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the 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 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 therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. _____/- (Rupees _____ only) towards Booking Amount being part payment towards the Total Price of the 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 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:

The images, audio-visuals, show flats in the marketing documents/ presentations/prospectus/ website by the Promoter may show additional features, additional fixtures, loose furniture etc. to provide the Allottee(s) or prospective Allottee(s) the conceptual sense of the possible lifestyle and such material shall carry a disclaimer or clarification for the same. Such conceptual marketing material shall not form the basis for the specifications and design commitment to the Allottee(s) and the committed layout and specifications are as detailed separately in this agreement and its Schedules.

1.13 The drawings committed in this agreement are for typical layout of the Unit/ building. Based on detailed structural design considerations minor changes from typical layout shall be acceptable to the Allottee(s) and provision of columns shall be added to the typical layout as per structural design requirements for each Unit/ building.

1.14 That the design layout along with the specifications are based on structural design and minor changes in actual construction might happen due to new/ detailed structural requirements and shall be acceptable to the Allottee(s);

Provided that all the specifications are subject to replacement by equivalent brand/ quality at the discretion of the Project Architect.

- 1.15 That in the case where the Project is progressed ahead of schedule or completed before time or occupancy is handed over to the purchasers before scheduled date then too purchasers will mandatorily pay their dues in accordance with the existing stipulations/actual stage wise completion of construction and no penalty/ interest/ costs can be imposed on the Promoter for such preponement of construction/ delivery. And if there is any delay in the aforesaid stage wise payment by the Allottee(s) then it shall be treated as a default and consequences as specified herein, shall be applicable in such case.
- 1.16 The Allottee(s) shall have equal undivided share in the Unit in case of more than one Allottee(s). If any Allottee(s) dies then the booking will continue only after the Promoter receives a certificate regarding the legal heirs of the deceased from the appropriate authority and a no objection certificate from the bank if loan is availed. However, if there is any delay in payments or any defaults of the part of the Allottee(s) then such defaults shall be dealt in accordance with the provisions in this agreement and the notices/ communications shall be sent only at the address provided by the original Allottee(s).
- 1.17 That the Carbon Credit Benefit arisen, if any, in the Project will be redeemed by the Promoter who will be solely entitled to same without any liability to share the same with any Allottee(s).

2. MODE OF PAYMENT:

- 2.1 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 Online Transfer / RTGS/ NEFT, A/c Payee cheque / demand draft / bankers cheque in the favor of "Splendor Information Technology Pvt. Ltd. RERA Account" (or as may be advised by the Promoter from time to time payable at _____).
- 2.2 The Allottee(s) understand and agrees that he/she/they will not make any payment in cash and if there is any claim of cash payment by the Allottee(s) then such claim shall be summarily rejected by the Promoter.
- 2.3 For all payments through A/c Payee cheque / demand draft / banker's cheque, the date of clearance of such A/c Payee cheque / demand draft / banker's cheque shall be taken as the date of payment. For online payment/card payment the date of credit in Promoter's bank account shall be taken as the date of payment, and credit for the payment made shall be given on actual value credited in the Promoter's Account. In case of outstation cheque/demand draft or wire transfer/card payment, any charges including collection charges debited by bank or swipe fees/interchange fees/ transaction fee payable to bank, shall be borne by the Allottee and will be debited to the Allottee's account. Further, the Promoter is not and shall not be liable for any currency exchange rate given by the bank (in case of foreign remittance). Promoter will credit Allottee's account with the amount in Indian Rupees credited in Promoter's account.

- 2.4 All the payments to be made by the Allottee shall be subject to realization of Cheque/ Demand draft etc. In case of dishonor of any Cheque/Demand draft due to any reason whatsoever, the same shall amount to non-payment and shall constitute a default under this Agreement. In such an eventuality, without prejudice to the right and remedies available to the Promoter, the Promoter shall be entitled to and the Allottee shall be liable to pay the equivalent cheque amount along with the delayed interest and applicable bank charges to the Promoter. In case of first time of cheque being dishonored, a sum of Rs.1,000/- (Rupees One Thousand Only) would be debited to the Allottee account in addition to the bank charges. In the event of subsequent dishonor, a sum of Rs. 3,000 /- (Rupees Three Thousand Only) would be debited to the Allottee's account in addition to the bank charges. This is without prejudice to the right of the Promoter to terminate this Agreement as a breach on the part of the Allottee.
- 2.5 The Allottee shall be issued a receipt by the Promoter against the delivery of every demand draft / cheque/online payment issued by the Allottee(s) subject to the clearance of the payment. The receipt of the payment shall be issued by the Promoter in the name of the Allottee(s), irrespective of the fact that payment is being made by any other person or from any other account.
- 2.6 The Allottee(s) further agrees that except as specifically expressed under this Agreement, the Promoter is not required to send reminder/notices to the Allottee in respect of the payment obligations and other obligations of the Allottee as set out in this Agreement to be met by the Allottee, and the Allottee is required to adhere to the timelines and comply with all its obligations on its own.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee clearly and unequivocally confirm/s that in case remittances related to the Gross Amount payable of the Said Unit are made by non-resident/s/foreign national/s of Indian origin, it shall be the sole responsibility of the Allottee to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or statutory enactments or amendments thereof and all applicable laws and the rules and regulations of the Company and provide the Company with such permission, approvals which would enable the Company 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 any other 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. Any implications arising out of any default by the Allottee shall be the sole responsibility of the Allottee.

3.2 The Company accepts no responsibility in this regard and the Allottee shall keep the Company fully indemnified and harmless from and against any claims, demands, actions, expenses etc. caused to it for any reason whatsoever in this regard. The Company 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 Company shall be issuing the payment receipts in favour of the Allottee only. Whenever there is a 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 in writing to the Company immediately and comply with all the necessary formalities, if any, under the Applicable Laws.

3.3 The Allottee hereby declare/s, agree/s and confirm/s that the monies paid/payable by the Allottee under this Agreement towards the Said Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "Money Laundering Regulations"). The Allottee further declare/s and authorize/s the Company to give personal information of the Allottee to any statutory authority as may be required from time to time. The Allottee further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee further agree/s and confirm/s that in case the Company becomes aware and/or in case the Company is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Company shall at its sole discretion be entitled to terminate this Agreement. Upon such termination the Allottee shall not have any right, title or interest in the Said Unit neither have any claim/demand against the Company, which the Allottee hereby unequivocally agree/s and confirm/s. In the event of such termination, the monies paid by the Allottee shall be refunded by the Company to the Allottee in accordance with the terms of this Agreement only after the Allottee furnishing to the Company a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

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 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. The Promoter will be entitled to adjust and appropriate the amount paid by the Allottee first towards interest on overdue payments and thereafter towards any overdue payments or any outstanding demand and finally, the balance if any, shall be adjusted towards the principal amount of current dues for which the payment is tendered and the Allottee agrees to accept such appropriation which shall be binding upon him/her.

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 Unit to the Allottee and the Common Areas to the Association or the competent authority, as the case may be.

Similarly, the Allottee agrees that the timely payment of installments of the Total Price and other charges and performance of its obligations by the Allottee is essence of this Agreement as any delay would hamper the development of the Unit, the Project and other towers/phases/areas in the Project, therefore the Allottee shall make timely payments of the installment and other dues payable by him/her as per timelines provided in Payment Plan [**Schedule C**] and meeting the other obligations under the Agreement subject to the completion of construction by the Promoter as per construction schedule.

~~If the Allottee(s) neglects, omits or fails for any reason whatsoever to pay to the Promoter any of the installments or other amounts due and payable by the Allottee(s) under the terms and conditions of this Agreement (Whether before or after the delivery of possession) or by respective due dates thereof or if the Allottee(s) in any other way fails to perform or observe any of the terms and conditions on his part herein contained or agreed to, the Promoter shall be entitled to cancel this Agreement and forfeit the Earnest Money and if possession has been handed over, then to re-enter and resume possession of the Said Premises and everything whatsoever contained therein. The Allottee(s) hereby agrees to forfeit all his rights/interests/title in the Said Premises and the Allottee(s)/any other occupant of the Said Premises shall also be liable to immediate ejection as a trespasser. This is without prejudice to any other rights available to the Promoter against the Allottee(s).~~

6. CONSTRUCTION OF THE PROJECT / UNIT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the 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 and as sought by the Allottee. 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 not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act or as per approvals/instructions/ guidelines of the competent authorities, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

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

Provided further, that any change/alteration/modification which is legally tenable by the process of law, if proposed by the Promoter in the course of construction in the general interest of the Allottee(s) shall be favorably considered by the Allottee(s), and that the Allottee(s) shall have no objection in this regard.

7. POSSESSION OF THE UNIT:

7.1 Schedule for possession of the said Unit –

The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to make an offer for handover of possession of the Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Building in place on or before 30.06.2030, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic, epidemic, lockdown, or any other calamity caused by nature and / or orders by any Court or other competent authorities, tribunal, commission, board etc., Government policy, guidelines, bye laws, decisions, etc. 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 Unit:

Provided that if construction of the project is stopped or delayed on account of directions of Statutory Authorities like the National Green Tribunal (NGT), State Pollution Control Board or on order of any Court of Law it will be considered as condition of ‘Force Majeure’ and the Promoter shall be entitled to corresponding extension of time for delivery of possession committed in this Agreement and that in all cases of ‘Force Majeure’ delay interest or delay penalty shall not be payable by the Promoter for the duration of such ‘Force Majeure’.

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 may be terminated by the Parties, 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 or such other extended period as may be provided in the Rules, subject to execution and registration of Cancellation Deed and other documents as may be required by the Promoter for cancellation of this Agreement. The Promoter shall intimate the Allottee about such termination at least thirty days (30) 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. The Allottee agrees that he/she/it/they shall not have or make any claim against the Promoter or otherwise except for refund of money paid by the Allottee. Since the Project is being developed in towers wise / phases wise, it will be the duty of the Promoter to maintain those common areas and facilities which are not complete and handover

all the Common Areas and facilities to the Association once all towers / phases are completed. The Promoter shall not charge more than the normal maintenance charges from the Allottee.

7.2 Procedure for taking possession –

- (i) The Promoter, upon obtaining the occupancy certificate / part occupancy certificate of the Building, from the competent authority, shall offer in writing the possession of the Unit, to the Allottee in terms of this Agreement within 2 (two) months from the date of issue of such occupancy certificate / part occupancy certificate / completion certificate (as applicable).
- (ii) Provided that, in the absence of the Applicable Law the conveyance deed in favor of the Allottee(s) shall be carried out by the Promoter within 3 months from the date of issue of completion certificate/occupancy certificate subject to the timely co-operation from the Allottee(s) as the nature of the said act perquisites cooperation.
- (iii) The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment 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 / Maintenance Agency / Association, as the case may be. The Promoter shall hand over a copy of the occupancy certificate / part occupancy certificate of the Unit/ Building, as the case may be, to the Allottee at the time of conveyance / sub-lease of the same. The final finishing of the Unit shall be done after depositing the entire amount and obtaining no dues certificate and written permission from the Promoter. It is hereby clarified that the stamp duty and other statutory costs for registration of the conveyance deed and also for registration of this agreement shall be entirely borne by the Allottee(s).
- (iv) The Allottee shall be required to complete their full and final settlement and clear all pending dues, amounts, installments, charges, interest, etc. (as provided in the offer for handover of possession) along with stamp duty and other statutory costs for registration of the conveyance deed; within a period of 1 (one) months from the date of offer of handover of possession given by the Promoter after obtaining the part occupancy Certificate/completion certificate whichever is applicable. After signing of check list and full and final payment of all pending dues, amounts, installments, charges, interest, etc. by the Allottee, the Promoter will commence the fit-outs in the said Unit.

7.3 Failure of Allottee to take Possession of Unit –

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings, Maintenance Agreement and such other documentation as prescribed in this Agreement and by making all the payments to the Promoter of all charges, Interest, dues etc., as specified in this Agreement, and the Promoter shall give possession of the 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/- (Rupees two only) per month per sq. ft. of Carpet Area of the Unit for the period beyond 3 (three) months till actual date of possession in addition to Maintenance Charges as specified in Para 7.2. The Allottee agrees that non-completion

or non-operation of any other facilities / amenities to be developed in the Project and subsequent towers/phases/areas in the Project shall not be a ground for not taking possession of the said Unit or withholding any payment), and the Allottee shall not make and claim, demand, etc., on the Promoter in this regard.

7.4 Possession by the Allottee –

After obtaining the occupancy certificate / part occupancy / completion certificate (as applicable) for the Building / Project the Promoter shall hand over the physical possession of the Unit to the Allottee, as per Clause 7.2. Further, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including those relating to the Common Areas, to the Association or the competent authority, as the case may be, as per the Applicable Law, after obtaining the completion certificate for the Project.

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 entire amount paid for the Unit allotment. The Promoter shall return 50% (fifty percent) of the balance amount of the money after deductions arising from any interest liability on delayed payments, costs paid with respect to Brokerage, statutory liabilities, etc. within 45 (forty-five) days of such cancellation/withdrawal and the remaining 50% (fifty percent) of the balance amount on the re-sale of the Unit 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-sale of the said Unit and also display the information on the official website of UPRERA on the date of re-sale.

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 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 Unit, with interest including compensation in the manner as provided under the Act within forty-five (45) days of it becoming due:

The Allottee(s) agrees that the Total Price paid is for bare shell condition of the unit with specifications stated in Schedule (with Unit specifications), for the unit within the internal walls of the said unit and the Allottee(s) understands that the furnishing and fit outs inside the said unit shall be done by the Allottee(s) at its own cost.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

8.1 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 of the Project and is in absolute, actual, physical and legal possession of the land on which the Project is being undertaken;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Land, Project or the Unit
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and 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 Law in relation to the Project, Said Land, Building and 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/sub-lease and/or development agreement or any other agreement/arrangement with any Person or any party with respect to the Said 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 deed / sub-lease deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee. The Common Areas will be handed over to the Association or the competent authority, as the case may be, after completion of all the towers/phases/areas in the Project and issuance of completion certificate for the Project;
- (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;
- (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 occupancy certificate / part occupancy

certificate (as applicable)* for the Building has been issued and offer of possession of Unit The Common Areas (equipped with all the specifications, amenities and facilities) shall be handed over to the Association or the competent authority as the case may be after issuance of occupancy certificate / completion certificate for the Project;

- (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 DEFAULT AND CONSEQUENCES:

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

- (i) Promoter fails to provide possession of the 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 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 / part occupancy 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 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 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 Unit, along with interest at the rate equal to MCLR (Marginal cost of lending rate) on home loan of state bank of india +1% unless provided otherwise under the rules. Within 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 Unit, which shall be paid by the Promoter to the Allottee within forty-five (45) days of it becoming due. It is clarified that, notwithstanding anything contained herein, in case of

abandonment of the Project by the Promoter, the Allottee shall not be entitled to continue in the Project.

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. In the event of delay in payment of any installment by the Allottee, the Allottee shall be liable to pay Interest to the Promoter on the unpaid amount.

- (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 Unit and this Agreement in favour of the Allottee and refund the money paid to him by the Allottee (as per timelines set out in Para 7.5 above) by deducting the (i) Booking Amount, (ii) interest liabilities on delayed payment payable by the Allottee and (iii) and interest / costs paid by the Promoter in respect of brokerage paid / payable by the Promoter and statutory payments namely, GST, Service Tax, VAT, etc. paid by the Allottee and this Agreement shall stand terminated. The Promoter shall intimate the Allottee about such termination at least thirty (30) days prior to such termination.

10. CONVEYANCE OF THE SAID UNIT:

10.1 The Promoter, on receipt of Total Price of the Unit as per Para 1.2 under the Agreement from the Allottee, along with any other due payments on account of interest etc., shall execute a conveyance deed / sub-lease deed and convey the title of the Unit together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the occupancy certificate / part occupancy / completion certificate subject to the timely co-operation from the Allottee(s) as the nature of the said act prerequisites co-operation, as the case may be, for the Building or such other period as agreed herein, to the Allottee.

10.2 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 deed / 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 SAID BUILDING/UNIT/PROJECT:

11.1 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 upon the issuance of the occupancy certificate / part occupancy certificate, as the case may be, of the Project. The cost of such maintenance for 1 (one) year from the date of offer for handing over the possession of the Unit to the Allottee has been included in the Total Price of the Unit.

- 11.2 However, if the Association is not formed within 1 (one) year of issuance of occupancy / part occupancy certificate, as the case may be, the promoter will be entitled to collect from the Allottee amount equal to the amount of maintenance + 10% (Ten Percent) in lieu of price escalation for the purpose of the maintenance for next 1 (one) year and so on. The Promoter will pay the balance amount available with him against the Maintenance Charges to Association, once it is formed.
- 11.3 It is clarified that in the event the Association is formed within the said 1 (one) year period, but the Association fails to take handover of the Common Areas from the Promoter, for any reason whatsoever, then in such cases also, the Promoter will be entitled to collect from the Allottee the Maintenance Charges and other charges as set out in the Maintenance Agreement.
- 11.4 The Promoter reserves the right to give on lease or hire any part of the top roof/terraces above the top floor in the said project for installation and antenna, satellite dishes, communication, towers, other communication equipment or to use/hire/lease the same for advertisement purposes etc. and the Allottee(s) agrees that he shall not object to the same and make any claims on this Account.
- 11.5 Till the time the Association takes handover of the said Common Areas as envisaged in the Agreement or prevalent laws governing the same, the Promoter shall have a right to appoint any agency for undertaking the maintenance services in the Project ("Maintenance Agency") as it may deem fit, and the Promoter or the Maintenance Agency appointed by it has right to recover applicable Maintenance Charges (as per Para 11.2 above) and other charges as set out in the Maintenance Agreement.
- 11.6 The Allottee(s) hereby agrees to execute Tripartite Maintenance Agreement in the format prescribed by the Promoter and applicable to all the owners as well as all the unit holders in the Said Project. The execution of the Maintenance Agreement shall be the precedent to handing over the possession and sub lease/ conveyance/ sale/transfer of the Said Premises. The Allottee(s) further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Services Provider from time to time. Refusal to execute the Maintenance Agreement by the Allottee(s) shall also entitle the Promoter to terminate this Agreement and forfeit the Earnest Money coupled with the cancellation of the Said Premises.
- 11.7 The security deposit for the water and electric connections is not included in the Consideration of the Said Premises determined herein and the same shall be paid by the Allottee(s) as and when demanded by the Promoter or Maintenance Agency or Maintenance Service Provider to which the Allottee(s) agrees and shall have no objection. The Allottee also undertakes to deposit with the Promoter or its nominee as and when required further and / or additional security deposit in respect of electric / water meters.

- 11.8 The terms and conditions relating to maintenance services, use of Common Areas and facilities, payment of Interest Free Maintenance Security Deposit, sinking fund, Maintenance Charges, etc. shall be as set out in the Maintenance Agreement.
- 11.9 In the event of any future outstanding amount payable on account of enhanced Government dues or requirement of providing new or additional facilities either under any directive issued by the concerned government authority or for better overall experience of the Said Complex in the interest of all the unit owners / occupants of the Said complex, the cost of the same shall be apportioned amongst all the unit owners/ allottees on pro rata basis and the same shall be payable upon demand to the Promoter / Maintenance Agency, as the case may be. The Allottee agrees that the charges and dues contemplated hereinabove as apportioned to the area of the said property that remains unpaid or outstanding shall create a floating charge on all the goods and chattels in the said property and in case the said property has been let out, shall create a charge on the rent receivable by the Allottee. The Promoter or its nominee shall have the first lien on the goods and chattels or the rent as the case may be for the said charges. In case the said payment is not made by the Allottee within the due date, the services to the Said Unit may get effected or Promoter/ Maintenance Agency may approach the user of the premises to hold the benefits of the said premises including the payment of lease rent under the said lease deed to the Allottee till such time dues are cleared or adjustment of the said outstanding amount by the Promoter / Maintenance Agency.
- 11.10 With the consent of various Alottee(s)' on the floor if their area is combined and leased to a perspective tenant then the Maintenance Agency shall be responsible for providing and appropriately maintaining all the facilities/services in the Said Complex including the elevators, security, power back-up and air-conditioning. The individual Allottee shall be responsible to pay his proportionate share of the dues as applicable on account of enhanced Government dues, any replenishment or upgradation of existing facilities or requirement of providing new or additional facilities either under any directive issued by the concerned government authority or for better overall experience of the Said Complex. In this regard the Alottees shall submit no dues certificate from the Maintenance Agency of the Building at the end of every year commencing from lease commencement date to continue receiving the lease rent. In the event of non-submission of said no dues certificate the Lessee may hold the payment that is to be made by the Lessee of the particular Alottee , who does not submit the said no dues certificate, till the time the same is submitted.

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 this Agreement for sub-lease relating to such development excluding wear and tear caused due to negligence without proper usage, maintenance and arising from normal wear and tear 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 given 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 the 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.

The Allottee acknowledges that there are several products /equipment /services to be provided by third party (for example lifts, ac, fans, lights, etc.), and the warranty and guarantee provided by the respective third party in respect of such products, equipment and services, will be available to the Allottee as per the products/equipment /services specifications, and the Allottee can approach such third parties directly for such warranty or guarantee claims. The Promoter shall not be responsible for warranty or guarantee for any products/ equipment / services provided in the Unit and/or Project by any third party.

The Allottee also agrees that for several products, equipment, machines etc., provided in the Project including DG Sets, lifts, etc., require proper annual maintenance. The Promoter shall also not be liable in case there is any default in the proper maintenance of these products, equipment, machines etc.

The Allottee also agrees that for several products, equipments, machines, etc. provided in the Project including but not limited to DG sets, lifts, escalators (if any), water bodies (if any), etc. require periodical maintenance. ~~The Promoter shall also not be liable in case there is any default in the proper maintenance of these products, equipments, machines, etc. after handing over to the said Association of Allottee(s) of the Project.~~

13. RIGHT TO ENTER THE UNIT FOR REPAIRS:

- 13.1 The Promoter / Maintenance Agency / Association 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 Promoter, Association and/or Maintenance Agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

- 14.1 Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within ONYX (project name), 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, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as

parking spaces, and the same shall be reserved for use by the Maintenance Agency /Association formed by the allottees for rendering maintenance services.

- 14.2 The Unit shall be used for Office/ Retail purposes only. The Allottee undertakes not to
(i) use the said Unit or permit the same to be used for any other purpose, or
(ii) use the same for any illegal or immoral purposes, and / or
(iii) do or cause to be done any act/omission which may cause nuisance, damage, annoyance or inconvenience to the occupiers of adjoining Units/areas.
Any change in the specified usage of the Unit, which is not in consonance with the usage as specified in this Agreement, rules prescribed by the Maintenance Agency or is detrimental to the public interest shall be the breach of terms and conditions of this Agreement.
- 14.3 The Allottee shall not use the Unit in a manner that may cause noise pollution, nuisance or annoyance to other unit owners or residents of the buildings / towers of the Project; or to do or permit anything to be done in or around the Unit which tends to cause damage to any flooring or ceiling or services of any unit over, below, adjacent to the Unit or interference to any adjacent building(s) or in any manner interfere with the use of spaces, passages, corridors, roads or amenities available for common use.
- 14.4 The Promoter/Maintenance Agency shall not be liable for theft, pilferage or misplacement of any material, fixtures, fittings or equipment kept/installed by the Allottee at the said Unit and/or any accident or injury caused or occasioned to the Allottee, its visitors or any employee or the workers engaged by the Allottee. The Allottee shall be solely responsible in respect of any penal action, damages or loss in this regard and the Allottee shall indemnify and keep the Promoter /Maintenance Agency harmless in respect breach of its obligations contained under this Agreement including this Para 14 and Para 15.
- 14.5 The Alottee shall not use the unit for the following purposes even after the execution and registration of Sub Lease Deed:
(a) Storage of any chemical/hazardous material prone to fire/Poisoning/Nauseating leakage;
(b) Trading of building materials or any other commodity which are required to be stacked outside the shop area;
(c) Public Nuisance and anything dangerous to human life and safety;
(d) Any activity which creates noise pollution or air pollution or water/chemical pollution;
(e) Any business/trade/product/goods which is/are restricted and not allowed by the government/ concerned authorities to be done/sold publicly at any particular place or time.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to

be done anything in or to the Building, or the 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 Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the 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 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 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 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 and/or Maintenance Agency appointed by Association. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions
- 15.4 Upon handing over Unit, the Allottee shall not make any structural alterations to the Unit and/or effect any change to the plan or elevation and shall not enclose the balconies attached to the Unit. The Allottee shall not demolish the said Unit or any part thereof nor will at any time make or cause to be made any construction/additions/alterations of whatever nature to the said Unit or any part thereof.
- 15.5 The Allottee(s) hereby confirm, agree and acknowledge that, if booking of the said Unit is done through any **Real Estate Agent or Broker**, then in that event Promoter shall not be held liable or responsible for any misrepresentation, misleading or false information or commitment provided by such Agent/Broker. The Allottee(s) further agrees and confirms that Promoter shall not be held responsible or liable for any commercial arrangements arrived at by and between such Agent/Broker with the Allottee(s).
- 15.6 The Allottee shall not:
- (i) sub-divide the said Unit, sink any bore-well or dig any well in the Project and shall keep the surrounding areas of the Unit neat and clean;
 - (ii) construct, place or maintain any matter or thing upon, over or under the Common Areas nor throw/stack trash, garbage, excess materials of any kind on or about the Common Areas;
 - (iii) fix/install the air-conditioners/coolers at any place (other than the space(s) provided for in the Building design) including but not limited to open spaces, passage, Common Areas, or in the staircase and shall ensure that no water drips from any cooler/air conditioner;
 - (iv) not to block the Common Areas/parts of the Building in any manner whatsoever;
 - (v) create any encroachment on the Common Areas or any part thereof; or
 - (vi) keep battery, invertors/petrol, kerosene, generators, flowers, vessels, air conditioners, coolers etc. in the stairs or entrance or road or parking places.

- 15.7 The Allottee agrees and confirms that any non-observance of the provisions of this Para shall entitle the Promoter and/or the Maintenance Agency, to enter the Unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.8 The Allottee hereby agrees that allotment of Unit is subject to the terms and conditions of the sanctioned plans, License etc., and he shall comply with sanctioned building plans, License, bye laws, guidelines, rules and regulations of the government authorities as may be applicable to the Unit and carry out, from time to time, after offer of possession of the Unit, all the requirements, requisitions and demands that have been notified from time to time by the municipal authority/government authority or any other competent authority in respect of the Unit. The Allottee further undertakes to be responsible and liable for any personal/individual action which would be in violation/deviation of the sanctioned plan, layout, building byelaws, guidelines etc. of the government authority as may be applicable to the Unit. The Allottee(s) shall keep the Promoter indemnified, secured and harmless against all such costs and consequences and all damages suffered arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- 15.9 The structure of the Building / the Project may be insured against fire, earthquake and militant action by the Promoter or the Maintenance Agency, and the cost thereof shall be payable by Allottee on pro-rata basis as a part of maintenance charges and the Allottee hereby agrees to pay the same. The Allottee shall not do or permit to be done any act or thing which may render void or voidable the insurance of any space/unit or any part of the said building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable. The contents inside the Unit shall be insured by the Allottee at his/her/its own cost and expense.
- 15.10 The Allottee shall, at all times, comply with the terms of the present agreement (to the extent the same is applicable to it) and the applicable laws and guidelines prescribed by the Promoter from time to time.
- 15.11 The Allottee shall deposit Interest Free Maintenance Deposit of INR _____ (Indian Rupees _____ only) per square feet Carpet Area of the space/unit with the Promoter/ maintenance agency at the time of taking over possession of the space/unit. The Allottee agrees to deposit the refundable interest free security and always keep deposited the same with the Promoter/ maintenance agency. A separate maintenance agreement between the Allottee and the Developer/maintenance agency will be signed at a later date.
- 15.12 Maintenance charges and Interest Free Maintenance Security Deposit (IFMS) shall be payable separately and directly to the assigned Project Maintenance Company. Further, the cost of electricity meter, IGL/PNG connection, asset replenishment fund FFTH (fiber to home optic connection charges) and similar additionally enhanced facilities are not included and shall be paid extra by the Allottee(s) at the time of offering Possession of the said unit. The charges like community facility monthly usage charges, utility services usage charges, monthly charges are also not included in the total cost of the unit.

- 15.13 Further, where applicable, the Promoter as per Promoter's decision shall provide specific DX chiller units of such size and specification, as per design and the Allottee shall be obligated to bear the total costs of such units and installation and other costs where applicable. The Allottee shall not be allowed to install their own air conditioner units for these units.
- 15.14 The Allottee hereby undertakes that Non-payment of any of the Electricity and maintenance charges within the time specified shall also disentitle the Allottee(s) to the enjoyment of the common areas and services.
- 15.15 The Allottee agrees that after handover of Unit to the Allottee, the Allottee shall ensure that it is not in breach of any terms / conditions stipulated in the permissions and approvals granted in respect of the Project including without limitation License, sanctioned plans, FIRE NOC / permission, green building permission, environment and pollution permission etc.,The Maintenance Agency / Association shall have rights of unrestricted access to all Common Areas and Facilities and parking spaces for providing necessary maintenance services. The Allottee shall permit the Promoter, Association and/or the Maintenance Agency and their representatives, surveyors, architects, agents etc. at all reasonable times to enter into and upon the Said Unit or any part thereof to view, inspect and examine the state and condition thereof. Provided however, that in case of emergency the Promoter, Association and/or the Maintenance Agency and their representatives, surveyors, architects, agents etc. may enter into or upon the Said Unit at any time during day or night.

The Allottee agrees and confirms that the present Agreement and the payment made hereunder do not create or bring into existence any lien / encumbrance over the Said Unit in favour of the Allottee against the Promoter other than rights and interests as contemplated under this Agreement.

16. TRANSFER OF OWNERSHIP BY THE ALLOTTEE(S):

16.1 The Allottee may transfer/assign/endorse this Agreement or any interest in this Agreement and nominate any other Person/ body corporate in its place in respect of the Unit, as may be permitted by the Promoter subject to:

- (i) Receipt of written request from the Allottee by the Promoter;
- (ii) Clearing of all dues, payments, charges, deposits, etc., accrued interest on delayed payments, other costs and charges, taxes and duties accrued as on the date of the transfer and obtaining no dues certificate (NOC) from the Promoter;
- (iii) Payment of the administrative charges / transfer charges by the Allottee as prescribed by the Promoter and competent authorities, which may be revised from time to time along

with the applicable taxes, if any; All taxes, stamp duties, direct costs and any loss in the cost of registration of this agreement shall be borne by the Allottee(s) alone.

- (iv) Signing/execution by the Allottee of such documents/applications as may be required by the Promoter;
- (v) The Allottee obtaining no objection certificate / letter from the Promoter, Maintenance Agency and other competent authorities, as the case may be;
- (vi) The assignee / transferee agreeing to comply with all formalities in this regard and executing such other documents as may be required by the Promoter; and
- (vii) In case the transferor has secured any finance/loan against the Unit from any financial institution/bank, a 'No Objection Certificate' from the financial institution/bank.

16.2 That the transfer will be deemed to be executed only after the proposed/ new Allottee(s) agree to all the terms and conditions in this agreement and sign the new agreement to sell and the same is registered and that this agreement stands cancelled by the appropriate statutory authority.

16.3 It is agreed by and between the Parties that unless a sub-lease deed/conveyance deed/transfer deed is executed and registered, the Promoter shall continue to have absolute authority over the Said Premises and all amounts paid by the Allottee (s) under this Agreement shall merely be a token payment for purchase of the Said Premises and shall not give him any lien or interest on the Said Premises until he have complied with all the terms and conditions of this Agreement and a transfer document of the Said Premises have been executed and registered in his favour.

17 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project and as more clarified in this agreement.

18 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.

However, if any change in design layout, fixtures, structural design etc. is mandated by the appropriate government or authority in the duration of this agreement then those change shall

be carried out by the Promoter after notifying the Allottee(s) and it will not amount to any violation of terms of this agreement and no penalty can be imposed for the same.

It is clarified that the Allottee shall not have right, title or interest on the additional construction / structure and/or additional buildings in and around the Project other than the common areas, which the Promoter may construct in order to utilize the additional FAR, incident, if any, to the Said Project as permitted by the competent authority(ies).

The Allottee understands that several facilities and amenities will be developed by the Promoter as a part of subsequent towers/phases/areas, and that such facilities and amenities (i.e. facilities and amenities in other towers/phases/areas of the Project) will be available for use to the Allottee (along with other allottees / occupants of the Project) only after completion of the respective towers / phases / areas in the Project. The Allottee shall have no right to withhold any payments (i) on account of inconvenience, if any, which the Allottee may suffer due to any development / construction activities or other incidental /related activities in the vicinity of said Unit or anywhere else in the Project, and/or (ii) on the ground that the infrastructure / facilities / amenities to be developed other towers / phases / areas of the Project are not completed. The Allottee undertakes that it shall (i) not at any time, create any hindrance / obstruction / interference in the construction and development of other towers / phases / areas in the Project, and shall not object to the Promoter's development / construction or continuation with the development of the Said Land in phases and other adjoining land as permissible, in any manner and (ii) not object or raise any claim, demand, etc., towards any inconvenience faced by him due to such construction activities.

19 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit / Building 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 Unit / Building. It is specifically agreed by the Allottee(s) that the Promoter shall have the right to raise loan/finance from any banks/financial institutions or any other lending parties and for this purpose, create mortgage of the Said Land and/or receivables from the Project in favour of one or more such lending parties. The Allottee shall have no right to object if any action/step is taken by the Promoter to raise finance. However, the Unit shall be released of all such mortgages and encumbrances created by the Promoter before the execution and registration of Sale Deed/Conveyance Deed / sub lease deed in favor of the Allottee.

20 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 accordance with the provisions of the U.P. Unit (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh.

21 BINDING EFFECT:

21.1 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 _____ (specify the address of the Sub-Registrar, or as notified by the Promoter) 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.

22 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.

23 RIGHT TO AMEND:

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

24 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:

24.1 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 Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

25 WAIVER NOT A LIMITATION TO ENFORCE:

25.1 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 [**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.

25.2 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.

26 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.

27 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 Unit bears to the total Carpet Area of all the units in the Project.

28 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.

29 RAISING OF FINANCE BY ALLOTTEE:

29.1 The Allottee may obtain finance from any financial institution / bank but the Allottee's obligation to pay Total Price and other charges etc., for the Unit pursuant to this Agreement, shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound by the terms of this Agreement, whether or not he has been able to obtain financing for the purchase of the Unit. It is clarified that the liability and responsibility towards such financial institutions, banks etc., shall be the solely on the account of the Allottee.

- 29.2 Any loan facility from banks / financial institutions availed by the Allottee in respect of the Unit shall be subject to the terms and conditions as imposed by the Promoter and / or bank / financial institution, and the Allottee shall be solely liable and responsible for repayment of loan facility and satisfaction of charge. The Parties agree that the Promoter shall not in any way be liable or responsible for the repayment of the Loan / financial facility availed / taken by the Allottee(s).
- 29.3 The Allottee understands and agrees that the Promoter shall always have lien / charge on the Unit for all unpaid dues and outstanding amounts payable by the Allottee, and the execution of conveyance deed / sale deed / sub-lease deed of the Unit in favour of the Allottee shall be subject to the Allottee providing to the Promoter a no objection certificate from such financial institution/Bank/NBFC in the form satisfactory to the Promoter.
- 29.4 The Allottee agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien or any mortgage/charge/security before or hereafter made/created by the Promoter in respect of the Project / Said Land and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof. Such charge, mortgage or encumbrances shall not constitute a ground for objection by the Allottee or excuse the Allottee from making the payment of the Total Price / other amounts / charges payable in respect of the Unit or performing all other obligations by the Allottee hereunder or be the basis of any claim against or liability of the Promoter.
- 29.5 The Allottee agrees that in the event of cancellation of the allotment of the Unit , termination of this Agreement and/or termination of the agreement / tripartite agreement executed with the lending bank / financial institution / Promoter, the Promoter shall be entitled to make payment to the lending bank / financial institution, and payment by the Promoter to the lending bank / financial institution shall be deemed to be the fulfillment of obligation of Promoter for refund of amount to the Allottee under this Agreement. The Allottee further agrees that it shall not create any hindrance, interference, claims, disputes etc., in respect of compliance by the Promoter with its obligations under the said tripartite agreement.
- 29.6 The Allottee(s) indemnifies and hereby agree to keep the Promoter and its successors and assigns indemnified from and against any and all claims, costs, charges, expenses, damages and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that any bank / financial institution may initiate on account of the Loan / financial facility or for the recovery of the Loan / financial facility or any part thereof or on account of any breach by the Allottee(s) of the terms and conditions governing the Loan / financial facility.

30 PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at New Okhla Industrial Development Authority (Noida), UP _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____.

31 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 at their respective addresses specified below:

| | |
|-------|----------------------|
| _____ | Name of Allottee |
| _____ | |
| _____ | (Allottee Address) |
| _____ | (Allottee E-mail ID) |

M/s. Splendor Information Technology Private Limited
Ground Floor Unit No. 03-06, Splendor Forum
Plot No. 3 Jasola District Centre
New Delhi, Delhi – 110025
contact@splendorit.in

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

32 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.

33 SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Unit or Building, as the case may be, prior to the execution and registration of this Agreement for Sale/Lease for such 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/Lease or under the Act or the Rules or the Regulations made there under.

34 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.

35 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 Adjudicating officer appointed under the Act.

36 INDEMNITY:

The Allottee(s) hereby indemnifies and undertakes to keep the Promoter, its nominees, the said Maintenance Service Provider and its officers/ employees as well as the other occupants/owners of the Said Project fully indemnified and harmless from and against all the consequences of breach by the Allottee(s) of any of the terms and conditions of this Agreement or any law for the time in force as also of any of its representations of warranties not being found to be true at any point of time, including any actions, suits, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them. The Allottee(s) hereby accepts and acknowledges that this indemnity would cover all acts of commissions and omissions on the part of the guests, occupants, representatives and/or any other person claiming under the Allottee(s).

37 COUNTERPARTS:

This Agreement may be executed in two counterparts, and the Promoter shall retain the first and send the second executed copy to the Allottee(s) for his/her/their reference and record. Each of which, when executed and delivered, shall constitute an original of this Agreement.

38 MISCELANEOUS:

38.1 The Allottee agrees and understands that certain portions of the Said Land are earmarked for the provision of construction of shops, commercial premises / buildings, stores or other independent areas etc. which is, or may be, approved in the layout plant of the Project by the government authority(ies). The Allottee acknowledges and agrees that the Allottee has not paid any amount towards such facilities, amenities, areas, etc. and as such he/she/it shall not have any ownership right and title in any such shops, commercial premises / buildings, stores and other independent

areas etc., constructed or developed on the Said Land and Project. The ownership of such facilities, amenities, areas, etc. shall be with the Promoter, and the Promoter shall be free to deal with and dispose of the same on such terms and conditions, as it may deem fit, including their usage and manner/method of use, disposal etc., creation of rights, in favour of any third party / Person by way of sale, transfer, sub-lease, joint venture, collaboration or any other mode including transfer to Government, semi-government or any other person.

- 38.2 The Allottee agrees and confirms that in the event allotment of the said Unit is cancelled, for any reason whatsoever, then the Promoter shall be entitled to re-book, allot, sell, lease, sub-lease, transfer, deal with and / or dispose of the said Unit, without any interference or objection from the Allottee, irrespective of the fact that whether the Allottee has executed a cancellation deed and other cancellation documents or not, and the Allottee undertakes to provide requisite assistance and co-operation including signing of all document, agreements, etc., as may be required by the Promoter in this regard. The Allottee undertakes to keep the Promoter indemnified and harmless from and against any and all claims, losses, demands, damages, costs, expenses, liabilities, proceedings etc., suffered by or caused to or incurred by the Promoter in this regard.
- 38.3 Notwithstanding any contrary provisions contained in this facilitation agreement, the Allottee hereby permits the Promoter to remit to it the Actual Lease Rent other amount payable by Promoter to Allottee after deduction the "Administrative charges" that means amount to be incurred by Promoter on a pro-rata basis that includes cost/ expenses on arranging the leasing; collection of rents from the intending lessee; accounting and other administrative costs on an ongoing basis. All such charges presently work out to 5% (five percentage) of 'Actual Lease Rent' as the case may (plus applicable GST) per month of said unit. In this case the Promoter shall give to the Alottee, symbolic / notional possession of the Said Property, which shall form undivided part of the larger commercial office space / premises to be given on lease with the consent of the Second Party.
- 38.4 That prior to issuance of Welcome Letter, no transfer or change in the name of the applicant(s) shall be permitted. After issuance of Welcome Letter, transfer will be allowed only after 40% of the total sale price shall be received from the Allottee(s) along with the payment of administrative charges, if any.

IN WITNESS WHEREOF parties hereinabove named above set their respective hands and signed this Agreement for Sale at Noida, Uttar Pradesh in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

ALLOTTEE(S): (including joint buyers)

Please affix
photograph and
sign across the
photograph

(1) SIGNATURE _____
NAME _____
ADDRESS _____

Please affix
photograph and
sign across the
photograph

(2) SIGNATURE _____
NAME _____
ADDRESS _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Please affix
photograph and
sign across the
photograph

PROMOTER:

SIGNATURE _____
NAME _____
ADDRESS _____

At _____ 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' -

DESCRIPTION OF THE UNIT AND THE GARAGE/COVERED PARKING (IF APPLICABLE)

| | | |
|-----------|---|----------------|
| 1. | Unit No. | |
| | Lease Rent | |
| 2. | Block / Tower No. | |
| 3. | Floor No. | |
| 5. | Unit Type (Office / Retail) | |
| 6. | Area (approx.): | |
| a. | Covered Area | sq. ft. |
| b. | Super Area | sq. ft. |
| 7. | No. of Reserved Car Parking (if any) | |
| | EXTERNAL ELECTRIFICATION CHARGES | |
| | FIRE FIGHTING CHARGES | |
| | INTEREST FREE MAINTENANCE SECURITY | |

SCHEDULE 'B'
FLOOR PLAN OF THE UNIT

SCHEDULE 'C'
PAYMENT PLAN

Client name-

| S.No | Particulars | Rate/Amount |
|------|---|---|
| 1. | Tower and Unit number | |
| 2. | Basic Sale Price (BSP) | Rs. _____ Per Sq. Ft of Area |
| 3. | Preferred Location Charges (PLC) | Rs. _____ Per Sq. Ft of Area |
| 4. | Car Parking Charges | N/A / One parking/ Two Parking / (__) Parking |
| 5. | Mechanical Car Parking | N/A / One parking/ Two Parking / (__) Parking |
| 6. | Electrical Installation / Fire fighting Charges (EEC & FFC) | Rs. _____ Per Sq. Ft of Area |
| 7. | Lease Rent | Rs. _____ Per Sq. Ft of Area |
| 8. | Interest free Maintenance Security (IFMS) | Rs. _____ Per Sq. Ft of Area |
| 9. | EDC & IDC Charges | |
| 10 | GST (As applicable) | Rs. |
| 11 | Payment Plan | |
| 12 | | |
| 13 | | |
| 14 | | |

***The BSP is exclusive of GST and other levies and Taxes which may be applicable which all should be paid extra as applicable**

***The applicable GST rate is 12% as mentioned in Point 9. The Promoter claims GST periodically in Purchase and Construction (which amounts to a 4% rebate (approx.) for the allottee, however the figure may vary, depending on the prevailing law/rules/practice at the time), which amount when received, shall be duly adjusted in the aforementioned 12% charged from the allottees.**

The Promoter undertakes to adjust/ set-off the amount, if received after claiming GST in Purchase and Construction, against the GST charged by the allottees.

**ANNEXURE 1
UNIT HOLDER DETAILS**

| | |
|------------------|--|
| Name of Allottee | |
| Payment Plan | |
| Unit Number | |
| Tower | |

Break up of Total Price

| Charges | Amount | CGST | SGST | Total |
|--|--------|------|------|-------|
| Basic Sale Price* | | | | |
| Preferential Location Charges (PLC) | | | | |
| Car Parking | | | | |
| Electrical Installation / Fire Fighting Charges (EEC & FFC)* | | | | |
| Interest free maintenance security charges (IFMS) | | | | |
| Lease Rent | | | | |
| Total | | | | |

Total Price for the said Unit (in words): Rupees _____.

** said charges/taxes/fees/levies etc. have been computed on the basis of prevalent rates as specified by the concerned authority/department and the same are subject to variation, in case of any change/modification by the concerned authority/department with prospective and/or retrospective effect.*

Note:

1. The Maintenance charges payable by the Allottee shall be payable on Cost + 10 % basis, therefore the actual Maintenance Charges payable by the Allottee upon offer of possession shall be recalculated on the basis of then prevailing CPI and prices of diesel, labour, consumables, etc.
2. All payments are to be made through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of '**Splendor Information Technology Private Limited**' payable at Noida, UP or such other account as may be communicated by the Promoter from time to time.
3. The cost, expenses, deposit and charges which cannot be identified at present including electrical connection, electric meter, water meter etc., will be charged from the Allottee on proportionate basis at the time of offer of possession of the Unit to the Allottee. Further, in the event separate electricity connection is required to be obtained for the said Unit, then the Allottee will be liable and responsible to pay requisite fees, charges, deposits etc., either directly to the electricity department, or to

Promoter. In the event Promoter is required to provide any additional infrastructure, facility, equipment, material, service etc. (including but not limited to providing separate infrastructure, cables, wiring, etc., for providing power back up etc.), then Allottee shall also be liable to pay cost and charges for the same, as per demand raised by the Promoter.

4. Taxation particulars of the Promoter i.e. **'Splendor Information Technology Private Limited'** are as under:

PAN No. : **AACCB3497R**

GST Identification No. : **09AACCB3497R1ZV**

To,

M/s Splendor Information Technology Pvt Ltd

PLOT NO.-06, SECTOR-142,

EXPRESSWAY NOIDA (UTTAR PRADESH)

SUB. CONSENT FOR REVISION OF THE BUILDING PLAN & FLOOR PLAN IN RESPECT OF SPLENDOR LANDBASE

Sir,

I / we have been allotted Unit No. _____, at ____ Floor, in Tower-A ("said Unit") in the project being developed by the developer under the name and style of " SPLENDOR LANDBASE" **PLOT NO.-06, SECTOR-142, EXPRESSWAY NOIDA (UTTAR PRADESH)**

I / we hereby confirm that it has been expressly clarified / disclosed to me/us that the building plans and Floor Plan and other plans, designs, drawings etc., approved / sanctioned in respect of the said Project and filed with RERA authority are old plans and the same are proposed to be revised by the Developer, and the area might be subject to changed +10%. I/we have also been shown the proposed revised building plans and other plans, designs, drawings etc. for the Project.

I/ we hereby give my/our unconditional and irrevocable consent for (i) revision and modification of the building plans site layout and other plans, designs, drawings etc., of the Project as proposed by the Developer, and (ii) the resultant change in the proportionate undivided right in the common areas, rights of common land, common facilities, amenities, parking and distribution of services and greens etc., as well as resultant change in the area of the said Unit, if any.

I/ we hereby also confirm that I/ we shall not raise any claim / demand, of any nature whatsoever, in this regard, and/or any objection Interference in the construction, development and implementation of the Project.

Thus, this consent be considered as addendum to the agreement and other documents signed by me/us in respect of the said unit.

Thanking You

Client Name:

Adhaar No:

Pan No:

To,

M/s Splendor Information Technology Pvt Ltd

PLOT NO.-06, SECTOR-142,
EXPRESSWAY NOIDA (UTTAR PRADESH)

Sub : Authority to lease out the Unit on my/our behalf

Dear Sir,

I / We have applied for allotment and / or Allottee of Retail Unit / Office Space bearing Unit No.....
.having carpet area of Sq.ft. and super area ofsq.ft. on _____ Floor of Tower A of the
Commercial Complex being constructed by you under name and Style "Splendor
_____. I/We hereby authorize the Promoter to negotiate, finalize, effectuate and
enter into Lease Deed and/or other requisite documents, agreements, deeds with any suitable and
prospective tenants to lease out the Said Unit, either independently or alongwith other adjoining
units/larger area i.e. under group lease as a larger area, on the standard leasing terms and conditions as
the Promoter would deem fit at the prevailing time and to effectuate the same accordingly on my / our
behalf.

Thanking you,

Yours sincerely

Allottee

ANNEXURE 2
Endorsement