

## ALLOTMENT LETTER / AGREEMENT FOR SUB-LEASE

This Agreement for Sub-Lease ("**Allotment**") executed on this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, at Greater Noida, District Gautam Budh Nagar, Uttar Pradesh,

### By and Between

**GOLF HORIZON LLP** (LLPIN- AAO-5488, PAN-AATFG8105F), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act 2008 having its registered office at Office No-F-101, First Floor, Plot no 2/3, Ashish Commercial Complex, LSC, New Rajdhani Enclave, Delhi-110092, and its corporate office at Gaur Biz Park, Plot No.-1, Abhay Khand-II, Indirapuram, Ghaziabad, (hereinafter referred to as the "**LLP/DEVELOPER**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in interest, executors, administrators and permitted assignees), of the FIRST PART, acting through its authorized signatory Mr./Mrs./Ms. \_\_\_\_\_ (son/daughter/wife of Shri \_\_\_\_\_, and having Aadhaar no. \_\_\_\_\_), authorized vide the authority letter dated \_\_\_\_\_ (attached herein);

### AND

Mr./Mrs./Ms \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) & (PAN \_\_\_\_\_) aged about \_\_\_\_\_, residing at \_\_\_\_\_ and Mr./Mrs./Ms \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) & (PAN \_\_\_\_\_) aged about \_\_\_\_\_, residing at \_\_\_\_\_, hereinafter called the "**Allottee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

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

### Definitions

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

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

**Authority:** means Uttar Pradesh Real Estate Regulatory Authority.

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

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

**Common Area: means**

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

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

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

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

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

**Earnest Money:** means 10% of the total cost of the Condominium/Unit.

**Government:** means Government of Uttar Pradesh

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**Project:** means the entire group housing complex being developed by the LLP/Developer on the Project Land in the name and style of “**LEGACY BY GAURS**”. The detailed layouts for the Project/Project Land is delineated in Schedule A, herein.

**Project Land:** means the entire plot of land being plot no. “B-10” (377.75 x 27.17 = 10263.468 square meters), having ground coverage of 6,500 square meters, situated at Jaypee Greens, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh that has been sold and transferred in favour of the LLP/Developer, as specified in the details outlined in Recital E of this Agreement, and upon which the Project is being developed.

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

**Regulations:** means the regulations made under the Act.

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

**Section:** means section of the Act.

**Total Area: -** means the Carpet Area and the proportionate Common Area.

*Note: For the purpose of clarity Common area maintenance charges and other facility charges are taken and calculated on the Total Area which includes Carpet Area and proportionate share in the common areas.*

**Township Maintenance Charges:** means monthly charges payable by the allottees/owners/occupiers of the condominiums/units in the Project, to the LLP/Developer and/or its nominated agency for maintaining various services like maintenance of security, cleaning of all the common area facilities inside the Township and it shall be transferred to Jaiprakash Associate Limited “**JAL**” or its nominated agency who is maintaining the same.

**WHEREAS:**

- A. Jaiprakash Associates Limited (“**JAL**”), a company incorporated under the provisions of the Companies Act 1956 and validly existing under the provisions of the Companies Act 2013, bearing corporate identification number L14106UP1995PLC019017, held the lease hold rights of the land admeasuring:
1. 222.42 acres on leasehold basis by virtue of the Lease Deed dated June 8, 2000 executed by the Greater Noida Industrial Development Authority (**GNIDA**) in favour of Mussoorie Hotels Limited (name changed to Jaypee Greens Limited (**JGL**) which subsequently merged with **JAL**) (“**Lease Deed 1**”);
  2. 14.4565 acres on leasehold basis by virtue of the Lease Deed dated May 18, 2001 executed by the **GNIDA** (“**Lease Deed 2**”) in favour of Jaypee Greens Limited (now **JAL**); and

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3. 215.38 acres on leasehold basis by virtue of the Lease Deed dated June 8, 2000 ("**Lease Deed 3**") executed by the GNIDA in favour of Mussoorie Hotels Limited (name changed to Jaypee Greens Limited (JGL) which subsequently merged with JAL)

(Land transferred through Lease Deed 1 and Lease Deed 2 above is hereinafter referred to as "**Land-1**" and land transferred through Lease Deed 3 above is hereinafter referred to as "**Land-2**".)

- B. JAL was developing the aforementioned land parcels in an integrated manner as per respective plans of Land-1 and Land-2 approved by GNIDA, including, inter alia, golf course with related facilities, integrated sports complex with related facilities, residential units (estate homes, town homes, villas, apartments, plots etc.), commercial units (hotel/ resort, restaurants, offices, shops, clubs), institutions and services like access roads, water supply, sewerage & drainage systems, etc. and their connectivity to the individual plots.
- C. JAL had prepared the layout and other plans for the development of Land 1 which were approved by GNIDA and which remain valid till date.
- D. JAL had availed a loan facility from HDFC Bank Ltd and vide the mortgage deed dated 11.09.2012, mortgaged some of the land parcels being developed by JAL which inter alia included the vacant land by the name and style of "B-10", having ground coverage of 6,500 square meters forming part of the land admeasuring 8.28 acres as mentioned under the category 'Residential/Commercial' (B type building)' under the heading "Abstract Land-1" in the approved revised layout plan sanctioned by GNIDA vide Letter No. BP-907(S)/Rec/OPA-5578 dated 14.08.2012, out of the mortgaged land admeasuring 17.20 acres in the project by name of "Jaypee Greens" ("**Township**") at Greater Noida, District Gautam Budh Nagar, Uttar Pradesh with all the construction thereon both present and future, along with the approved FAR being 7,78,380 square feet (72,313.250 square meters and all the rights, estate, interest, benefits and receivable, arising therefrom ("**Project Land**").
- E. Subsequently HDFC Bank Ltd acquired the Project Land under the provisions of the SARFAESI Act and sold the same to LLP by virtue of the deed of certificate of sale dated 22.11.2019, which was duly registered in the office of Sub-Registrar, Sadar, Greater Noida, Gautam Budh Nagar, Uttar Pradesh in Book No. 1, Volume No. 34919 on pages 77 to 126 with registration number 38057 on 23.11.2019 ("**Deed of Certificate of Sale**").
- F. The said Project Land is earmarked by the LLP for the purpose of developing a group housing complex and the building plans for which have already been sanctioned in the name of Golf Horizon LLP vide GNIDA's letter dated \_\_\_\_\_ bearing reference number \_\_\_\_\_ ("**Sanction Plan**").
- G. The group housing complex, which is being developed upon the Project Land in the name and style of "**LEGACY BY GAURS**" ("**Project**"), has been registered with the Real Estate

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Regulatory Authority at Lucknow, under the provisions of the Act, on date \_\_\_\_\_ under registration no. \_\_\_\_\_. The detailed layouts for the Project/Project Land is delineated in Schedule A, herein.

H. The LLP is fully competent to enter into this Agreement and has completed all the legal formalities with respect to the right, title and interest of the LLP/Developer regarding the Project Land on which the Project is to be developed.

I. The Allottee(s) had applied for a residential unit within the Project (also referred to as) marked by application no. \_\_\_\_\_ and booking no. \_\_\_\_\_ dated \_\_\_\_\_. Based on the information provided by the Allottee(s) in the application form for provisional allotment of a residential unit and upon the Allottee(s) agreeing to abide by the standard terms and conditions of this Agreement, the LLP/Developer agrees to allot/sub-lease the Condominium no. \_\_\_\_\_ ("**Condominium/Unit**"), encompassing a Carpet Area of ..... square meters (..... square feet) situated at the \_\_\_\_\_ floor of the Project, complete with parking no. \_\_\_\_\_ within the \_\_\_\_\_. The Allottee(s) additionally holds a proportionate share in the common areas of the Project ("**Common Areas**"), as explicitly defined within clause (n) of Section 2 of the Act. The floor plan For the Condominium/Unit, Specifications of the Condominium/Unit and the Parking No. with the Parking Layout Plan, are annexed and marked as Schedule B, Schedule C, and Schedule D respectively of this Agreement.

(**Note:** The Project adopts and implements a practice wherein the 13<sup>th</sup> floor is designated and marked as the 14<sup>th</sup> floor across all blocks. Following this pattern, subsequent floors are designated and marked accordingly.)

J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

K. The Allottee(s) also understands that the membership fee and the terms & conditions for use of any amenities within the Project shall be such as may be prescribed/ decided by the LLP/Developer and/or its nominated agency from time to time. The Allottee(s) shall also strictly follow all the rules and it is clearly specified herein that amenities within the Project means amenities developed by the LLP/Developer particularly for the Project. The Allottee(s) also understands that by buying the Condominium/Unit with the LLP/Developer, Allottee(s) shall not get any right to the amenities/ facilities in the Township.

L. The said Condominium/Unit shall be sold as an independent condominium/unit with undivided interest in the Common Areas and Common Area Facilities of the Project subject to the description mentioned in the deed of declaration submitted under section 12 of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

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- M. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- N. 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;
- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the LLP/Developer hereby agrees to sub-lease and the Allottee hereby agrees to take on sub-lease the said Condominium/Unit and the open/covered parking (if applicable) as specified herein.

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:**

**1. TERMS:**

- 1.1 Subject to the following terms and conditions along with the other stipulations and representations detailed in this Agreement, the LLP/Developer agrees to sub-lease to the Allottee(s) and the Allottee(s) hereby agrees to take on sub-lease, the said Condominium/Unit as specified in Recital I above;:
- a) Both the parties confirm that they have read and understood the provisions of Section-14 of the Act.
- b) The Project “**LEGACY BY GAURS**” is a part of the Township i.e. Jaypee Greens and the layout plan of the Township has been sanctioned by the GNIDA wherein land of various projects and purposes has been duly earmarked. The undivided interest in the Common Areas and Common Area Facilities shall be confined up to this particular Project only (as specified herein). The up keeping and maintenance of the Project will be carried out either by the LLP/Developer itself and/or its duly appointed management agency. The owner(s) of respective condominiums/units within the Project shall be liable to pay maintenance charges where at present the amount of maintenance is Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) per month per condominium/unit (plus applicable GST), out of which Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) per month shall be transferred to the JAL or its nominated agency on account of Township maintenance charges. These charges are tentative which is based on current costing and these shall be revised at the time of offer for possession and these charges shall be calculated on the said Condominium/Unit only. Terrace/paved/green area shall not be considered for calculation of maintenance charges of respective condominium/unit. The said maintenance charges shall be escalated 10% every year and Township maintenance shall also be escalated proportionately.

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**Note:-** In future, if there is any increase in Township maintenance charges by the JAL or its nominated agency, then component of Township maintenance charges shall be revised accordingly in addition to revision of maintenance as per agreed terms.

- c) The Allottee(s) and their family members have the right to visit and inspect the Project site during the course of construction. However, it should be noted that while exercising this right, any loss or damage incurred to the Allottee(s) and/or their family members will not be the responsibility of the LLP/Developer. Therefore, it is advisable to take necessary precautions while visiting the Project site.
- d) Any delay by the Government authorities in providing amenities such as road, electricity, sewer, and water supply etc. shall not be attributed to the LLP/Developer.
- e) The Allottee and co-allottee (if any) shall have an equal share in the said Condominium/Unit. In the event of the death of either the Allottee(s) or the co-allottee, the allotment will proceed only upon submission of a certificate regarding the legal heirs of the deceased from the appropriate authority, along with a No Objection Certificate from the Bank/NBFC/Housing Finance Company/any other Financial Institution, if a loan has been availed. Similarly in a case where any dispute arises between the Allottee(s), allotment will continue only after providing consent in writing by them and No Objection Certificate from the Bank/NBFC/Housing Finance Company/any other Financial Institution concerned. Interest shall be charged on delayed payments, and any disputes mentioned above shall not warrant an interest waiver of any kind. In above mentioned circumstances the LLP/Developer shall hold the booking/allotment for two months only and there after the LLP/Developer can cancel the said booking/allotment and the Allottee(s) shall have no claim or right whatsoever except to the claim of refundable amount which shall be refunded after deduction as per the procedure described in this Agreement.

**Note:** It shall be always clear that if the Allottee(s) has availed loan for the said Condominium/Unit the dues of the Bank/NBFC/Housing Finance Company/any other Financial Institution shall be refunded directly in all the cancellation / refund cases. That the taxes which have been accrued towards the instalments to be paid against the cost of said LLP/Unit and payable to the government shall not be refunded on cancellation of booking/allotment.

- f) Further any delay on account of the Authority for issuance of the completion certificate shall not be considered as a delay in completion on the part of the LLP/Developer.
- g) That it shall be necessary to obtain a No Dues Certificate/NOC from the LLP/Developer in case of subsequent sub-lease/transfer along with due submission of the particulars of the subsequent transferee(s) with the LLP/Developer, and the said NOC will be issued by the LLP/Developer upon payment of applicable administrative charges and transfer

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charges + taxes as applicable at that time, further in case any transfer charges are payable to GNIDA/JAL that will be paid directly by Allottee.

- h) That the Allottee(s) understands and agrees that the LLP/Developer shall not entertain or execute any endorsement/ nomination/ assignment of the rights of the Allottee(s) before the execution of final sub-lease deed. The endorsement/nomination/assignment shall be allowed at the sole discretion of the LLP/Developer, upon payment of applicable charges.
- i) The electricity infrastructure shall be provided for the capacity as opted in the application form and also in accordance with all other terms and conditions as per the electricity supply agreement (If Required),

**Note:**

1. *At the time of applying for electrical connection, there may be the following two scenarios:*
  - (i) *Single Point Connection: In this case the LLP/Developer shall provide the infrastructure and meter to the Allottee(s). The proportionate security amount deposited with the concerned electricity/power authority will be deducted from the IFMS at the time of handing over the maintenance and Common Areas of the Project to the Residents Welfare Association ("RWA")/Condominium Owners' Association ("AOA").*
  - (ii) *Multi point Connection: In this case, the LLP/Developer shall provide the infrastructure for electricity in the said Condominium/Unit and the Allottee(s) will apply directly for electricity connection to the concerned electricity/power authority/ UPPCL/PVVNL etc. The cost of the meter, its installation, and security deposit shall be borne by the Allottee(s) itself.*
2. *The electrical installation/ transformers/ E.S.S. equipment and cabling shall be designed with 60 % diversity factor. For example for 100 KVA load only 60 KVA capacity shall be installed.*

- j) That the power back-up facility will be provided through D.G. and its fixed and variable charges shall be payable by the allottee(s) and its rate shall be decided at the time of offer for possession or thereafter depending upon the prevailing prices of fuel. The DG equipment and cabling shall be designed with 80% diversity factor. For example for 100 KVA load only 80 KVA capacity shall be installed. The D.G. back-up facility shall be subject to the policies of the Government and any modifications or alterations to the same in compliance with the changes in these policies shall incur additional charges for the allottees.
- k) The LLP/Developer shall charge for water supply charges at the rate of minimum Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per condominium/unit per month or actual bill on basis of consumption, whichever is higher, and Common Area Electricity charges at the rate of minimum Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per condominium/unit per month or actual bill on the basis of consumption,

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whichever is higher. GST shall be charged additionally. These charges are apart from Maintenance charges. These rates shall be subject to escalation every year by minimum @ 10% per annum. Water meter cost shall be borne by the Allottee(s).

- l) IFMS\* (Interest Free Maintenance Security Deposit) shall be paid and maintained by the Allottee(s) as per the Clause 11 of this Agreement.
- m) In case of reissuance of allotment letter/agreement to sub-lease, tri partite agreement, permission to mortgage or any other document is required and requested by the Allottee(s) or Bank/NBFC/Housing Finance Company/any other Financial Institution, the LLP/Developer has the sole right to reissue or reject the reissuance. The reissuance at every time shall attract a fee of Rs. 25,000/- (Rupees Twenty-Five Thousand only) excluding applicable Taxes, as administrative charge and shall be payable by the Allottee(s).
- n) All the common area facilities such as Community Imperial which includes, gym, swimming pool, lounge, café, play room, and other related facilities etc. will be completed only after completion of all the towers as specified herein. As such the Allottee(s) must take the possession of said Condominium/Unit as soon as it is made available for possession on the basis of completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate.
- o) The financial arrangement for the acquisition of the said Condominium/Unit is the sole responsibility of the Allottee(s). If there is a delay in disbursement by the Bank/NBFC/Housing Finance Company/any other Financial Institution, the Allottee(s) shall be responsible for bearing all the due interest on the delayed payment.
- p) In the event of cancellation of the allotment/agreement for sub-lease of the said Condominium/Unit by the LLP/Developer, as a result of any default on the part of the Allottee(s) and/or if the Allottee(s) voluntarily cancels the Condominium/Unit, the LLP/Developer, in addition to the deductions permissible under the application form/this Agreement, shall have the right to adjust/deduct the value of the benefits extended to the Allottee(s) under any scheme (in the form of free gifts/assured rental etc.) during the continuance of the booking and GST deposited, before releasing the refund amount (if any), that the Allottee(s) may be entitled to receive.
- q) After the LLP/Developer has made the offer for possession to the Allottee(s), no request for any kind of change, modification or alteration in the name(s) of the Allottee(s) shall be entertained by the LLP/Developer, except for the changes, modification or alteration, which may be required in compliance with the Applicable Law(s).

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- r) The Allottee(s) shall be bound to ensure their presence for the execution and registration of the final sub-lease deed within a period of 3 (three) months from the date of completion certificate with respect to the Project.
- s) The Allottee(s) undertakes and confirms that no action, suit, proceedings or investigation is pending or, in the knowledge of the Allottee(s), is threatened against the Allottee(s) before any court of law or government authority or any other competent authority which might have a material effect on the financial and other affairs of the Allottee(s) and/or which might put into question the legitimacy or authenticity of the sources of the funds through which the allotment/booking/purchase money had been paid to the LLP/Developer. The LLP/Developer reserves the right to cancel this allotment/ Agreement in case of failure of the Allottee(s) to disclose the pendency of any criminal investigation against the Allottee(s) before any court of law or government authority or any other competent authority in which the Allottee(s) was already facing charge sheet and/or which might put into question the legitimacy or authenticity of the sources of the funds through which the allotment/booking/consideration amount had been paid to the LLP/Developer.
- t) The Allottee(s) acknowledges and accepts that the Project is a part of the Township, and all facilities and services in the Township will be provided by JAL.
- u) The Project consists of multiple towers that will be constructed in a phased manner, with the acquisition of the relevant part completion certificate/part occupancy certificate, completion certificate/occupancy certificate, deemed completion/deemed occupation for each tower. The final common areas, Community Imperial which includes gym, swimming pool, lounge, café, play room, and other related facilities will only be handed over after the completion of all the towers. The Allottee(s) and/or RWA/AOA shall be liable to pay the entire maintenance charges and shall not be entitled to withhold or reduce the maintenance charges during the progression of such work.
- v) The Allottee(s) accepts and acknowledges that the Project is part of Township for which necessary agreements, lease deeds and documents have been executed between JAL and GNIDA and all the stipulations outlined in these agreements, lease deeds and documents, including the Deed of Certificate of Sale shall be applicable to the Project Land and the Project and shall be binding upon the Allottee(s).
- w) The maintenance and management of the Project shall be carried out either by the LLP/Developer itself, or by appointing a facility management company, at the LLP's/Developer's sole discretion without any reference to the Allottees and other occupants of the Project on such terms and conditions as the LLP/Developer may deem fit and the Allottee(s) agrees and consents to the same. The Allottee(s) acknowledges that the LLP/Developer may also retain some portion / condominiums in the Project and the Allottee(s) shall not raise any objections with respect to the same. The Allottee(s)

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is also aware that some portion of the maintenance charges shall be transferred to JAL and/or its nominated agency for maintenance of Township

- x) The Allottee(s) acknowledges that, neither the LLP/Developer nor any broker, agent, or representative has informed, promised, or committed to any special schemes, incentives, gifts, pricing discounts, facilities, or provisions beyond what has been explicitly provided or disclosed in this Agreement or any related documents. Any such representations not expressly mentioned herein shall not be deemed binding on the LLP/Developer or relied upon by the Allottee(s).
- y) IFMS\* (Interest Free Maintenance Security Deposit) shall be paid and maintained by the Allottee(s) as per the Clause 11 of this Agreement.

1.2 The Total Cost for the Condominium/Unit is ..... (in words.....) (Inclusive of GST). The Total Cost comprises of the basic cost of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and GST of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

Notes:

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

1.3 The Total cost of said Condominium/Unit is exclusive of one year maintenance charges, water and common area electricity charges and Interest Free Maintenance Security or other charges (if any).

- a) *Maintenance charges, as specified in the Clause 1.1 (b), shall be applicable from the expiry of 3 months from the date of offer of possession or actual possession, whichever is earlier.*
- b) *GST of @18% shall be levied on Maintenance Charges, water charges and common area electricity charges and other facility charges (if any).*

1.4 Payments to be made by A/c Payee Cheque(s), Demand Draft(s)/ RTGS Transfers in favour of Golf Horizon LLP at Delhi/Noida/Ghaziabad. A/c payee cheque should be of Delhi NCR or at par.

1.5 If any of the cheques of the Allottee(s) gets dishonoured for any reason whatsoever, LLP shall be fully entitled, at its sole discretion, to cancel the Booking and to forfeit Earnest Money along with Non-Refundable taxes.

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

1.7 **Explanation:-**

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

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee(s) to the LLP/Developer shall be increased/reduced based on such change/modification:

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

- (iii) The Allottee(s) is fully satisfied with the cost of the said Condominium/Unit and has agreed to pay all the payments /amounts as per the agreed / applicable payment plan. The Allottee(s) hereby also agrees and undertakes to pay all the amounts due along with applicable Taxes and payable to the LLP/Developer, in accordance with the Payment Plan opted, on or before the respective due dates. It is being clarified that the LLP/Developer will send reminders for making the payment as per Payment Plan and/or for the invoices or demands raised by the LLP/Developer, it is clearly clarified that these above mentioned reminders can be by way of any digital communication like E-Mails or WhatsApp messages or through post as well. As the timely payment is the essence of this Agreement, so any kind of delay in payment either on account of self-funding or due to delay in arrangement of loans from Bank/NBFC/Housing Finance Company/any other Financial Institution shall be the sole responsibility of the Allottee(s). Further the Allottee(s) shall be responsible to bear and pay the delayed payment interest on the respective instalment to the LLP/Developer. The Allottee(s) shall make the payment as per the payment plan attached ("**Payment Plan**").

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Date:.....

Signature of the Allottee(s)

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

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

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

Provided that the LLP/Developer shall 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. If the Project is the part of a township or developed in phases and the respective layout plan of the township/project/phase has already been sanctioned by the concerned development

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authority wherein land of various projects & phases and purposes has been duly earmarked, the undivided interest in the common areas and facilities of the condominium/unit owner shall be confined up to the particular phase /project wherein the condominium/unit is situated.

- 1.10 The LLP/Developer shall confirm that the price of the Condominium/Unit as specified in Clause no. 1.2 has been calculated on the basis of Carpet Area. Further, if there is reduction in the Carpet Area then the LLP/Developer shall refund the excess money paid by Allottee(s) within 45 (forty-five) days at the request of the Allottee(s). However, if there is increase in the Carpet Area of the Condominium/Unit allotted to Allottee, which is not more than 3% of the Carpet Area, the LLP/Developer may demand additional charges towards such enhanced Carpet Area from the Allottee as per the next milestone of the Payment Plan as provided in Schedule E. All these monetary adjustments shall be made at same rate per square foot as agreed in Clause 1.2 of this Agreement.
- 1.11 The Allottee acknowledges and accepts that there exists no assurance of appreciation in the value of the said Condominium/Unit in the future and that the said Condominium's/Unit's future valuation is subject to market dynamics and fluctuations in line with the market sentiment, without any definite commitment to future appreciation. As such any depreciation in the future value of the said Condominium/Unit will not result in the LLP/Developer being held responsible or liable to compensate the Allottee(s).
- 1.12 The Allottee(s) and/or the RWA/AOA are strictly prohibited from making any alterations, modifications, or changes to the exterior elevation of the Project. This includes, but is not limited to, any adjustments to the architectural design, facade, or structural elements of the Project and buildings/towers in the Project. Further, the Allottee(s) and/or the RWA/AOA shall not have right to and are hereby expressly prohibited from altering, modifying or changing the name of the Project.
- 1.13 Subject to Clause 9.3, the LLP/Developer agrees and acknowledges that the Allottee shall have the right to the Condominium/Unit as mentioned below:
  - (i) The Allottee shall have exclusive ownership of the Condominium/Unit;
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the LLP/Developer shall hand over the common area to the RWA/AOA after obtaining the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) along with signing of proper Memorandum of Transfer ("MOT").

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(iii) The Allottee has the rights to visit the Project site to assess the extent of development of the Project and the Condominium/Unit, as the case may be.

1.14 It is made clear by the LLP/Developer and the Allottee agrees that the Condominium/Unit along with open/covered parking shall be treated as a single indivisible unit for all purposes. Further, it is agreed that the Project is an independent, self-contained Project covering the said Project Land and is not a part of any other project, or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise. It is clarified that the Project's/phase's facilities and amenities, other than declared as independent area in the Deed of Declaration submitted under Section 12 of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, shall be available only for use and enjoyment of the allottees of the Project.

1.15 The LLP/Developer agrees to pay all outgoings before transferring the physical possession of the Condominium to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the LLP/Developer fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Condominium/Unit to the Allottee(s), the LLP/Developer agrees to be liable, even after the transfer of the Condominium/Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.16 The Allottee has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) out of earnest money of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as part payment towards the Total Price of the Condominium fixed at the time of application form the receipt of which, the LLP/Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the as prescribed in the Payment Plan [Schedule E] to be demanded by the LLP/Developer at the time and in the manner specified therein.

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

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

## 2. MODE OF PAYMENT

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

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Date:.....

Signature of the Allottee(s)

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### **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

- 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act 1934 and rules and regulations made there under or any statutory amendment(s) modification(s) made thereof and all other Applicable Laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the LLP/Developer with such permission, approvals which would enable the LLP/Developer to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Allottee(s) declares, agrees and confirms that the monies paid/payable by him under this Agreement does not involve directly or indirectly any proceeds of the scheduled offence and is/are not designated for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively Money Laundering Regulations). The Allottee(s) further declares and authorizes the LLP/Developer to give its personal information to any statutory authority as may be required from time to time. The Allottee(s) further affirm that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within the knowledge of the Allottee(s). The Allottee(s) further agrees and confirms that in case the LLP/Developer becomes aware and/or in case the LLP/Developer is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the LLP/Developer shall, at its sole discretion, be entitled to cancel/terminate/reject this Agreement, pursuant to which, the Allottee(s) shall not have any right, title or interest in any project and/or the said Condominium/Unit neither have any claim/demand against the LLP/Developer, which the Allottee(s) hereby unequivocally agrees and confirms.
- 3.3 The LLP/Developer accepts no responsibility in regard to the matters specified in 3.1 and 3.2 above. The Allottee(s) shall keep the LLP/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the LLP/Developer by filing the requisite form and receiving proper acceptance receipt from the officer in-charge.
- 3.4 The Allottee(s) are fully aware that LLP/Developer has not authorized any person or LLP/Developer to collect the payment on their behalf. All the payments against the allotment of the said Condominium/Unit will be made only to the LLP/Developer and its affiliated

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companies. The LLP/Developer shall not be responsible for payments made to any other party other than the LLP/Developer.

**4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

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

**5. TIME IS ESSENCE**

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

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

**6. CONSTRUCTION OF THE PROJECT/CONDOMINIUM/UNIT**

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

**7. POSSESSION OF THE CONDOMINIUM/UNIT**

**7.1 Schedule for possession of the said Condominium/Unit**

The LLP/Developer agrees and understands that timely delivery of possession of the Condominium/Unit is the essence of the Agreement. The LLP/Developer, based on the approved plans and specifications, assures the date of possession shall be on or before \_\_\_\_\_. Time period of 6 months as fit out period shall be additional. The said fit out period shall not be considered in period of delay in possession and Allottee(s) will not be entitled for delay possession penalty for this period. Unless there is delay or failure due to Force Majeure which includes war, flood, drought, fire, cyclone, earthquake, lockdown, pandemic or any delay due to any restrictions imposed by National Green Tribunal (NGT) which effects construction activity and restrictions by any other statutory authority or any

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other calamity caused by nature affecting the regular development of the real estate project. The time period lost during the continuance of above events along with such additional period till the resumption of all activities to its normal state shall explicitly be excluded from the agreed possession date and shall be covered under Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the LLP/Developer shall be entitled to the extension of time for delivery of possession of the Condominium/Unit, 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 LLP/Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the LLP/Developer shall refund to the Allottee the entire amount received by the LLP/Developer towards this Condominium/Unit within 120 days from that date after deduction of tax deposited and without any interest. The LLP/Developer shall intimate the Allottee about such termination and the Allottee agrees that he/she shall not have any right, claim, etc. against the LLP/Developer and that the LLP/Developer shall be released and discharged from all its obligations and liabilities under this Agreement. In case the Project is developed in phases, it will be the duty of the LLP/Developer to maintain and complete and hand over all the common areas and facilities to the AOA/RWA once all the phases are completed.

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

## 7.2 Procedure for Taking Possession

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

[Provided that, in the absence of Applicable Law, the final sub-lease deed in favour of the Allottee shall be carried out by the LLP/Developer within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable)]. The LLP/Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the LLP/Developer. The Allottee, after taking possession, agrees to pay the maintenance charges as per policy determined by the LLP/Developer/RWA/AOA, as the case may be, after the issuance of the completion

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certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) for the Project.

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

### **7.3 Failure of Allottee to Take Possession of Condominium/Unit**

Upon receiving a written intimation from the LLP/Developer as per Para 7.2, the Allottee shall take possession of the Condominium/Unit from the LLP/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the LLP/Developer shall give possession of the Condominium/Unit to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, the Allottee shall be liable to pay to the LLP/Developer holding charges at the rate of Rs. 2/- per month per sq. ft. of Carpet Area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Clause 1.1 (b).

### **7.4 Possession by the Allottee**

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

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

### **7.5 Cancellation by Allottee**

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 LLP/Developer, the LLP/Developer herein is entitled to forfeit the earnest money paid for the allotment and taxes deposited with the concerned department under the Applicable Laws. The LLP/Developer shall return 50% (fifty percent) of the balance amount of money paid by the Allottee within 45 (forty-five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Condominium/Unit or at the end of one year from the date of cancellation / withdrawal by

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the Allottee, whichever is earlier. The LLP/Developer shall inform the previous allottee the date of re-allotment of the said Condominium/Unit and also display this information on the official website of UP RERA on the date of re-allotment. That upon the cancellation of allotment as per this Agreement either by LLP/Developer or Allottee, the Allottee shall submit all the original documents i.e. this Agreement, payment receipts, letters/demand letters and any other documents related to the Condominium/Unit along with bank account details for refund with each Allottee's consent. If the Allottee fails to submit the above-mentioned documents, this delay shall not be considered on the part of LLP/Developer and the Allottee undertakes that he/she shall not be entitled to claim any interest or compensation for said period from the LLP/Developer.

#### 7.6 Compensation

The LLP/Developer 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 LLP/Developer fails to complete or is unable to give possession of the Condominium/Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the LLP/Developer shall be liable, on demand to the Allottee(s), 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 Condominium/Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due:

Provided that where if the Allottee does not intend to withdraw from the Project, the LLP/Developer shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Condominium/Unit, which shall be paid by the LLP/Developer to the Allottee within 45 (forty-five) days of it becoming due.

#### 8. REPRESENTATIONS AND WARRANTIES OF THE LLP/DEVELOPER

The LLP/Developer hereby represents and warrants to the Allottee as follows:

- (i) The LLP/Developer has absolute, clear and marketable title with respect to the said Project Land; the requisite rights to carry out development upon the said Project Land and absolute, actual, physical and legal possession of the said Project Land for the Project;
- (ii) The LLP/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) The details of encumbrances are attached in Schedule- F.

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- (iv) There are no litigations pending before any Court of law with respect to the said Project Land and/or Project.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Project Land and Condominium/Unit are valid and subsisting and have been obtained by following due process of law. Further, the LLP/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Project Land, Condominium/Unit and Common Areas;
- (vi) The LLP/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The LLP/Developer has not entered into any agreement for sub-lease and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Project Land, including the Project and the said Condominium/Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The LLP/Developer confirms that the LLP/Developer is not restricted in any manner whatsoever from sub-leasing the said Condominium/Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the sub-lease deed the LLP/Developer shall handover lawful, vacant, peaceful, physical possession of the Condominium/Unit to the Allottee and the common areas to the RWA/AOA as per applicable law;
- (x) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
- (xi) The LLP/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable), along with common area (equipped with all the specifications, amenities and facilities) has been handed over to the RWA/AOA or the competent authority as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification, writ petition (including any notice for acquisition or requisition of the said Project Land has been received by or served upon the LLP/Developer in respect of the said Project Land and/or the Project.

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- (xiii) The delayed interest as per Clause 7.6 shall become due only when the Allottee pays the final amount of the Total Consideration along with the requisite stamp duty for the registration of the Condominium/Unit in his name.

**9. EVENTS OF DEFAULTS AND CONSEQUENCES**

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

- (i) LLP/Developer fails to provide ready to move in possession of the Condominium/Unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean the completion certificate/occupancy certificate/deemed completion/ deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) has been issued by the competent authority.
- (ii) Discontinuance of the LLP'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 LLP/Developer under the conditions listed above a non-defaulting, Allottee is entitled to the following:

- (i) Stop making further payments to LLP/Developer as demanded by the LLP/Developer. If the Allottee stops making payments, the LLP/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest;

**or**

- (ii) The Allottee shall have the option of terminating the Agreement in which case the LLP/Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Condominium/Unit, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the Rules, within 45 (forty-five) days of receiving termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he/she shall be paid, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Condominium/Unit, which shall be paid by the LLP/Developer to the Allottee within 45 (forty-five) days of it becoming due.

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

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- (i) In case the Allottee fails to make payments for 2 (two) -consecutive demands made by the LLP/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the LLP/Developer on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The LLP/Developer must not be in default to take this benefit;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the LLP/Developer in this regard, the LLP/Developer may cancel the allotment of the Condominium/Unit in favour of the Allottee and refund the money paid to him by the Allottee by deducting the earnest money and GST/Taxes deposited with the government, value of any other benefits extended to the Allottee(s) by the LLP/Developer and the interest liabilities and this Agreement shall thereupon stand terminated. The LLP/Developer must not be in default to take this benefit.

Provided that the LLP/Developer shall intimate the Allottee about such termination at least thirty days prior to such termination.

**10. SUB-LEASE DEED OF THE SAID CONDOMINIUM/UNIT**

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

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

**11. MAINTENANCE OF THE SAID PROJECT/BUILDING/CONDOMINIUM/UNIT**

The LLP shall be responsible to provide and maintain essential services in the Project, either by itself or through its maintenance agency, till the taking over of the Project by the RWA/AOA upon the issuance of the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable). However, if the RWA/AOA is not formed within 1 year of the completion certificate/occupancy certificate/deemed completion/deemed occupancy certificate/temporary completion certificate or temporary

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occupancy certificate (as applicable), the LLP/Developer will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed in para 1.2+10% in lieu of price escalation every year for the purpose of the maintenance for next 1 year and so on.

The **Interest Free Maintenance Security (IFMS)** deposit is payable to the LLP/Developer totaling to Rs. \_\_\_\_\_/- (**Rupees \_\_\_\_\_ only**). Out of this amount a certain portion of IFMS shall be transferred to JAL or its nominated agency. Further, the IFMS amount can also be used by the LLP/Developer for the replacement of any capital equipment or for any capital expenditure.

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

**12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the LLP/Developer as per this Agreement relating to such development is brought to the notice of the LLP/Developer within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the LLP/Developer to give possession to the Allottee or date of issue of offer of possession, whichever is earlier, it shall be the duty of the LLP/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of LLP/Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13. RIGHT TO ENTER THE CONDOMINIUM FOR REPAIRS**

The LLP/Developer and/or its nominated maintenance agency and/or the RWA/AOA shall have rights of unrestricted access of all Common Areas, open/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the LLP/Developer and or its nominated maintenance agency and/or the RWA/AOA to enter into the Condominium/Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE**

Use of basement and service Areas: The basement(s) and service areas, if any, as located within the **Project**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and

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equipment 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 LLP/Developer and/or its maintenance agency and/or the RWA/AOA for rendering the maintenance services.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE CONDOMINIUM**

- I. Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Condominium/Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project building, or the Condominium/Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Condominium/Unit and keep the Condominium/Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project building is not in any way damaged or jeopardized.
- II. 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 Project building(s) 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 Condominium/Unit or place any heavy material in the common passages or staircase of the Project building(s). The Allottee shall also not remove any wall, including the outer and load bearing wall of the Condominium/Unit.
- III. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the LLP/Developer and thereafter the RWA/AOA and/or the maintenance agency appointed by RWA/AOA. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

**17. ADDITIONAL CONSTRUCTIONS**

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

**18. LLP/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE**

The LLP/Developer shall not mortgage or create a charge on the Condominium/Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in

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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 Condominium/Unit.

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

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

**20. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the LLP/Developer does not create a binding obligation on the part of the LLP/Developer 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 of GNIDA, Greater Noida, Gautam Budh Nagar as per authority as and when intimated by the LLP/Developer. If the Allottee(s) fails to execute and deliver to the LLP/Developer 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 LLP/Developer, then the LLP/Developer 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 earnest money (after 10% deduction of total cost + GST/Taxes) shall be returned to the Allottee without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT**

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

**22. RIGHT TO AMEND**

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

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

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

**24. WAIVER NOT A LIMITATION TO ENFORCE**

LLP

Signature of the Allottee(s)

Date:.....

Date:.....

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

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

**25. SEVERABILITY**

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

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

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

**27. FURTHER ASSURANCES**

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

**28. PLACE OF EXECUTION**

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

**29. NOTICES**

LLP

Date:.....

Signature of the Allottee(s)

Date:.....

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

**In case of Allottee**

(Name of the Allottee): \_\_\_\_\_

Resident of- \_\_\_\_\_

Email ID :- \_\_\_\_\_

WhatsApp Number :- \_\_\_\_\_

**In case of LLP/Developer**

Golf Horizon LLP.

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

Email ID: - \_\_\_\_\_

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

**30. JOINT ALLOTTEES**

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

**31. SAVINGS:**

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

**32. GOVERNING LAW**

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

**33. DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion,

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Date:.....

Signature of the Allottee(s)

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failing which the same shall be settled as the case may be through the Authority or Adjudicating Officer appointed under the Act.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**Allottee: (including joint buyers)**

**LLP/Developer (through Authorized Signatory)**

(1) \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signatory)

(2) \_\_\_\_\_

**WITNESSES:**

1. Signature \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**LLP**

**Signature of the Allottee(s)**

**Date:.....**

**Date:.....**

**SCHEDULE 'A' - PROJECT LAYOUT PLAN.**

**SCHEDULE 'B' - FLOOR PLAN FOR CONDOMINIUM.**

**SCHEDULE 'C' - SPECIFICATION OF THE CONDOMINIUM.**

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

**SCHEDULE 'E' - PAYMENT PLAN.**

**SCHEDULE 'F' - ENCUMBRANCES.**

**LLP**

**Date:.....**

**Signature of the Allottee(s)**

**Date:.....**