



THE
MONARQUE

SECTOR-22D, YAMUNA EXPRESSWAY

AGREEMENT TO SUB LEASE

UNIT NO. _____

DATE _____

AGREEMENT TO SUB LEASE

Flat/Unit No., Floor, Tower, in
Monarch @ Greenbay, Golf Village, Yamuna Express Way

THIS AGREEMENT TO SUB LEASE IS MADE AND EXECUTED ON THIS THE DAY OF TWO THOUSAND TWENTY FOUR (...../...../2024) AT BETWEEN:

Greenbay Infrastructure Private Limited, (CIN:), a company duly incorporated under the provisions of Companies Act, 1956, having its registered office at RZ-D-5, Mahavir Enclave, Palam, New Delhi – 110 045 and its corporate office at J-10/5, DLF Phase-II, Mehrauli-Gurgaon Road, Gurugram – 122002, Haryana, through its authorized signatory **Mr.** (**Aadhaar No.**) duly authorized vide resolution passed by the Board of Directors dated, hereinafter referred to as the **“First Party”**, which expression shall, unless repugnant to the context or meaning thereof, shall deemed to mean and include its executors, administrators, legal representatives, assigns, etc., of the FIRST PART

**AND
(FOR INDIVIDUALS)**

- 1. Mr./Ms.
Son/Daughter/Wife of Mr./Ms.....
Resident of:
.....
- 2. Mr./Ms.
Son/Daughter/Wife of Mr./Ms.
Resident of:
.....
- 3. Mr./Ms.
Son/Daughter/Wife of Mr./Ms.
Resident of:
.....

Hereinafter [singly/jointly] referred to as the **“Second Party”**, which expression shall include his/her/their respective heirs, executors, administrators, legal representatives, assigns, of the SECOND PART.

OR
(FOR HUF)

M/s, a Hindu Undivided Family, having its residence at, through its Karta Mr....., son of Mr., resident of, (hereinafter referred to as the “**Second Party**” which expression shall unless repugnant to the context or meaning thereof be deemed to include its coparceners, heirs, executors, administrators, legal representatives, successors, assigns, etc., of the SECOND PART.

OR
(FOR PARTNERSHIP FIRM / PROPRIETORSHIP FIRM)

M/s _____ a partnership firm duly registered under the Indian Partnerships Act through its partner Sh./Ms. _____, duly authorized by resolution dated _____, hereinafter referred to as the “**Second Party**”, which expression shall unless repugnant to the context or meaning thereof be deemed to include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors, successors, permitted assigns, etc. (copy of the resolution signed by all Partners required to be appended), of the SECOND PART.

OR
(FOR COMPANIES)

M/s _____, a company duly registered under the Companies Act, 1956, having its registered office at _____, through its duly authorized signatory Sh./Ms. _____ duly authorized by Board Resolution dated _____, hereinafter referred to as the “**Second Party**”, which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrator, successors, permitted assigns, etc., (a copy of Board Resolution alongwith a certified copy of Memorandum & Article of Association is appended herewith) of the SECOND PART.

The First Party and the Second Party hereinafter may be jointly referred to as Parties and individually as Party as the context may require.

WHEREAS:

- A. The Yamuna Expressway Industrial Development Authority (“Lessor”) had invited bids under Scheme Code YEA-RT-02 for the allotment of land in Golf Village, TS6, Sector-22D, Yamuna Expressway, Gautam Buddh Nagar, Uttar Pradesh, for the purpose of development of a township consisting of residential, commercial and institutional buildings.

- B. Greenbay Infrastructure Private Limited was formed as a Special Purpose Vehicle for the development of townships consisting of residential, commercial, institutional buildings, etc. (hereinafter referred to as the "First Party" for the sake of brevity), thus the Lessor had executed a Lease Deed, dated 27/03/2012, duly registered with the Sub Registrar, Gautam Buddh Nagar, bearing document No. 6334/2012, Book No. 1, granting lease of the aforesaid land in favour of the First Party for a period of 90 years commencing from 27/03/2012, hereinafter referred to as "Schedule-1 Property", on the terms more fully described therein enabling the First Party to develop a township consisting of residential, commercial and institutional buildings as per building plan to be approved by the Lessor.
- C. The First Party, as part of the township, has proposed to develop a Group Housing Project comprising of flats and penthouses of various dimension consisting of Three Towers in multiple phases with facilities and common amenities in land admeasuring 4.22 acres equivalent to about 17,095 sq. mtrs. or 1,84,011 sq. ft. more fully described in Schedule-2 hereunder, (hereinafter referred to as "Schedule-2 Property"), within the Schedule-1 Property.
- D. Accordingly, the First Party is constructing residential apartments comprising of flats and penthouses of various dimensions consisting of three towers in multiple phases together with facilities and common amenities in the Group Housing Residential Project known as "**The Monarque**" ("Project") on "Schedule-2 Property".
- E. The First Party has obtained a plan sanctioned from vide sanction bearing No., dated, for the development of the Project. The First Party has obtained the following permissions/licenses/No Objection Certificates ['NOC']/Consents:
- a) Development Plan bearing Sanction No., dated
 - b) Sanction from the Lessor for the Project vide sanction No., dated
 - c) NOC from State Pollution Control Board, dated
 - d) NOC, fire and emergency, dated.....; and
 - e) State Environment Impact Assessment Authority (SEIAA), dated
- F. The First Party has applied for the registration of the Project as per the Real Estate Regulatory Authority of Uttar Pradesh and obtained the registration bearing no..... in accordance with the RERA Act (Act). It is agreed that the First Party and the Second Party undertake to abide by the provisions and rules framed under RERA, Uttar Pradesh.
- G. The Second Party has scrutinized the sanctioned plan, the permissions, consents and other approvals obtained for the Project and being satisfied in toto with the permissions/approvals/consents issued by the competent authority(ies) and has also

recognized the rights of the First Party over the "Schedule-2 Property".

- H. The Second Party made an application to the First Party requesting for allotment of a flat bearing no., measuring sq. mt. (..... sq. ft.) carpet area in Tower, more fully described in Schedule-3 hereunder, hereinafter referred to as "Schedule-3 Property" together with proportionate undivided share in common areas in the Schedule-2 Property, a right to use car parking space(s) and right to use common amenities and facilities provided within the Project and more specifically mentioned in "Schedule-3A Property" and accordingly the First Party has allotted the said flat to the Second Party.
- I. In pursuance to the discussions and negotiations between the Second Party and the First Party, the Second Party has agreed to be sub leased the Schedule-3 Property together with proportionate undivided share in Schedule-2 Property, a right to use car parking space(s) and right to use common amenities and facilities provided within the Project for a total sale consideration of Rs./- (Rupees only) payable by the Second Party to the First Party (hereinafter may be referred to as the "Consideration") on the terms more fully described herein.
- J. The Second Party has full knowledge of applicable laws, notifications, rules, regulations and policies applicable to the said Land/Project as framed by the Government and hereby also acknowledges that the stipulations, terms and conditions contained in the said Lease Deed executed between Yamuna Expressway Industrial Development Authority and the First Party shall be integral to this Agreement.
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the First Party hereby agrees and the Second Party hereby agrees to be sub leased the flat as specified above subject to the various terms and conditions as duly agreed to herein.

NOW THIS AGREEMENT TO SUB LEASE WITNESSETH:

1. PROPERTY

That in pursuance of the foregoing and in consideration of the Second Party paying (a) the Consideration, (b) the other costs, charges and expenses, (c) the statutory payments and complying with the First Party's covenants and the obligations herein, the Second Party hereby agrees to subleased a flat bearing No., Floor, sq. ft. carpet area, in Tower, together with proportionate undivided share in "Schedule-2 Property", more fully described in the Schedule-3 hereunder, hereinafter referred to as "Schedule-3 Property", as per the specifications detailed in Schedule-4, in the Group Housing Residential Project known as "**The Monarque**" being developed by the

First Party on the land more fully described in the Schedule-2 hereunder, hereinafter referred to as "Schedule-2 Property", within the larger land parcel bearing Plot No.GH-2, Greenbay, Golf Village, TS6, Sector-22D, Yamuna Expressway, Gautam Buddh Nagar, Uttar Pradesh, more fully described in the Schedule-1 hereunder, hereinafter referred to as "Schedule-1 Property", with a right to use car parking spaces and right to use common amenities and facilities provided within the said group housing project and that the said group housing residential project is for the sake of brevity is hereinafter referred to as "Project".

2. **CONSIDERATION**

- 2.1 The Consideration to be paid by the Second Party to the First Party shall be Rs., (Rupees) towards the Schedule-3 Property with a right to use car parking spaces and right to use common amenities and facilities provided within the Project together with proportionate undivided share in Schedule-2 Property.
- 2.2 The Second Party shall also pay all other costs, charges, expenses and the statutory payments as mentioned elsewhere in this Agreement or any or all charges charged by the respective authority.
- 2.3 The Second Party shall be required to pay the consideration in terms of the Payment Plan at Annexure-1 hereto.
- 2.4 The Second Party has assured the First Party that the Second Party shall make payments towards the sale consideration and all the other costs, charges and expenses without any delay or default. Payment as per the Payment Plan is essence of this Agreement and has direct impact on progress of construction of the Project. The Second Party has assured the First Party that the Consideration and the other costs, charges and expenses and the statutory payments shall be paid by the Second Party within 15 (fifteen) days of the First Party having raised a demand for payment of such instalment.
- 2.5 The Second Party has further assured the First Party that the Second Party shall make payments towards Tax Deduction at Source and shall share the details with the First Party.
- 2.6 In case there is any change/modification in the Statutory Payments, the subsequent statutory payments shall be increased/reduced based on such change/modifications.
- 2.7 The First Party has further informed the Second Party and the Second Party is fully aware that the default in payments of the instalments set out in the Payment Plan would affect the entire Project Development.

- 2.8 All payments toward the sale consideration and all the other costs, charges and expenses shall be made by cheque or demand draft payable in favour of the First Party or through transfer by internet banking to the designated bank account of the First Party or as directed by the First Party.
- 2.9 In case a cheque is dishonoured, a sum of Rs. 5,000/- (Rupees Five Thousand only) would be debited to the Second Party's account in addition to any other recourse or rights the First Party may exercise as provided under any law or under this Agreement.
- 2.10 The Second Party hereby agrees to pay any increase in the sale consideration on account of development charges payable to the Authority and/or Statutory Payments which may be levied or imposed by the Authority from time to time. The First Party hereby agrees to enclose the notification/order/rule/regulation for effecting the increase in development charges or costs / charges imposed by the Authority alongwith the demand letter being issued to the Second Party.
- 2.11 It is agreed that the First Party 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-4 in respect of the Schedule-3 Property, without the previous written consent of the Second Party. The First Party may make such minor additions or alterations as may be required by the Second Party or such minor changes or alterations as per the provisions of the RERA Act and the Rules framed thereunder.
- 2.12 The payments made by the Second Party shall first be adjusted against taxes, interest and/or any penalty, if any, due from the Second Party to the First Party under the terms herein and the balance available, if any, shall be appropriated against the installment(s) due from the Second Party.
- 2.13 It is made clear by the First Party and the Second Party agrees that the Schedule-3 Property alongwith a right to use (.....) parking spaces shall be treated as a single undivided unit for all purposes.
- 2.14 The Second Party hereby agrees and understands that, notwithstanding anything stated herein, failure of the Second Party to comply with the terms of payment of the consideration and other dues shall entitle the First Party to terminate the Provisional Allotment and forfeit the Earnest Money subject to compliance with the RERA Regulations. The First Party shall, upon intimation of such cancellation, be free to deal with the Schedule-3 Property alongwith all amenities in any manner, whatsoever, at its sole discretion.
- 2.15 The Second Party has paid a sum of **Rs./- (Rupees only)** being part payment towards the sale consideration at the time of application the receipt of which

the First Party hereby acknowledges and the Second Party hereby agrees to pay the balance amount as prescribed in the Payment Plan [Annexure-1] as may be demanded by the First Party within the time and in the manner specified therein. In case the Second Party delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the RERA Act and the Rules framed thereunder.

- 2.16 In the event the Purchaser does not get this agreement duly registered within a time frame of 45 (Forty Five) Days from the date of applying for the Flat, in that event, the Company shall be entitled to terminate the Provisional Allotment and forfeit the earnest money. The Company shall, upon cancellation, be free to deal with the Schedule-3 Property alongwith all amenities in any manner, whatsoever, at its sole discretion.
- 2.17 All sale proceeds thus collected from the Second Party shall be deposited into the designated bank account to be opened for the purpose subject to compliance with Real Estate Regulation Act (RERA) and shall always belong to the First Party.

3. **POSSESSION OF THE FLAT:**

- 3.1 The First Party agrees and understands that timely delivery of possession of the Schedule-3 Property alongwith a right to use (.....) car parking spaces to the Second Party is the essence of the Agreement. The First Party assures to hand over possession of the Schedule-3 Property as declared in the RERA Certificate bearing No., unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any order passed by any court including the National Green Tribunal or any calamity caused by nature, affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the First Party shall be entitled to the extension of time for delivery of possession of the Schedule-3 Property.

- 3.1.1 As and when the Schedule-3 Property is ready for possession in accordance with the terms specified herein, the First Party shall issue a notice of offer of possession (the "Notice of Possession") calling upon the Second Party to take possession of the Schedule-3 Property alongwith a right to use (.....) car parking spaces after paying stamp duty, registration charges and other legal and incidental expenses in respect of the Sub Lease Deed and upon the payment of the entire consideration, other dues and Maintenance Deposit/ Advance / Charges in accordance with the terms herein. Within sixty days of the date of making payments of all balances, the Second Party shall be liable to take physical possession of the Schedule-3 Property after making the entire balance payment and execution of the Maintenance Agreement on the terms mentioned herein. If, for any reason, the Second Party fails and

neglects or delays or is not ready or willing to take possession of the Schedule-3 Property, the Second Party shall be deemed to have taken possession of the Said Premises on the expiry of sixty days from the date of dispatch of the Notice of Possession by the First Party. In this event the Schedule-3 Property shall be at the risk and cost of the Second Party and the Second Party shall be further liable to pay holding charges @ Rs..... per sq. mts. per month calculated on the area of the Schedule-3 Property (the "Holding Charges"). Notwithstanding anything stated hereinabove, upon expiry of a period of 90 days from the date of dispatch of the Notice of Possession, the First Party shall, in addition to the right to levy Holding Charges as stated hereinabove, be entitled at its sole discretion to cancel the Provisional Allotment and refund the payments received from the Second Party in accordance with the terms as contained herein. The Second Party agrees not to question the decision of the First Party in postponing the cancellation beyond 90 days from the date of dispatch of the Notice of Possession.

3.1.2 The First Party may, however, at its sole discretion, restore the Provisional Allotment by levying the Holding Charges and Restoration Charges upto the date of such restoration. In addition to the Holding Charges as described hereinabove, the Second Party shall also be liable to pay proportionate Maintenance Charges in respect of the Schedule-3 Property.

3.2 That the Second Party is aware of and has acknowledged that the building plans are sanctioned by the Yamuna Expressway Industrial Development Area and agrees to that the First Party may make minor changes, modifications, layout/elevation/design/alteration in open spaces area or parking spaces etc. for architectural and/or structural reasons, including compoundable FAR or as may be deemed necessary or may be required to be done by the First Party during construction and at the time of delivery of Project. The necessary intimation of the same shall be sent to the applicant for such minor changes/modifications.

3.3 That the sanctioned plans, layout plan and specifications of the entire Project as drawn by the First Party are in accordance with the approved plans and are subject to change if deemed necessary by the First Party due to architectural and structural reasons or as may be required by the regulatory authorities of Yamuna Expressway Industrial Development Area, the First Party may make suitable additions/alterations in the layout plans. Such alterations may include changes in the Area, Floor, Tower & number of the flat/Unit, the location and increase/decrease in the number of car parking slots allotted to the Applicant with prior permissions of concerned authority and Two-Third

Allottee(s)/Residents members at that time. In regard to all such changes either at the instance of the regulatory authorities or otherwise the decision of the First Party on aforesaid reasons, shall be final and binding on the Second Party. Further the First Party reserves the right to suitably amend the terms and conditions as specified herein or directed by RERA.

- 3.4 After completion of the Project, the First Party shall offer in writing the possession of the Schedule-3 Property alongwith a right to use (.....) car parking spaces to the Second Party. The Second Party, after taking possession, agree(s) to pay the maintenance charges as determined by the First Party/Association, as the case may be.
- 3.5 Upon receiving a written intimation from the First Party as mentioned above, the Second Party shall take possession of the Schedule-3 Property alongwith a right to use (.....) car parking spaces from the First Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the First Party shall give possession of the Schedule-3 Property alongwith a right to use (.....) car parking spaces to the Second Party and executing a sub lease deed. In case the Second Party fails to take possession within the time mentioned above, Second Party shall continue to be liable to pay holding charges, restoration charges, maintenance charges, interest, etc. on outstanding amount.
- 3.6 That after taking possession of the Schedule-3 Property, the Second Party shall have no claim against the First Party as regards to quality of work, material, pending installation, area of the Schedule-3 Property or any other ground whatsoever, except for the remedy as maybe available under the applicable laws.
- 3.7 The Second Party shall have the right to cancel/withdraw his allotment in the Project as provided in the RERA Act and the Rules framed thereunder. In case the Second Party proposes to cancel/withdraw from the Project without any fault of the First Party, the First Party is entitled to forfeit a sum equivalent to 10% of the total consideration. The balance amount paid by the Second Party shall be returned by the First Party after 30 days of the said unit is sold to another buyer.

4. **CLUB:**

The First Party shall develop a Club House in a portion of the Schedule-2 Property consisting of a badminton court, squash court, table tennis, tennis court, party area (outdoor), gymnasium, meeting room, banquet hall, party lawn + kitchen, restaurant, indoor games zones, health club, billiards and swimming pool, space for convenience store, screening room, senior citizen lounge, children play area, etc., (hereinafter referred to as the Club). All the owners/occupants of flats shall be entitled to make use of Club as a common amenity on availability basis and by paying user/subscription charges as may

be prescribed by the First Party or the agency appointed for the maintenance of the common areas and facilities or the agency operating the Club or the Owner's Association, from time to time.

5. **OWNERS' ASSOCIATION:**

The Second Party hereby agrees and undertakes to become a member of the Owners' Association as and when formed and sign and execute all applications for membership and other papers, bye-laws and documents as may necessary to form the Association and/or run the said Association. The Second Party shall observe and comply with all the bye-laws and all the rules and regulations of the said Owners' Association and proportionately share the expenses for running the Association and its activities referred to herein.

6. **COMMON MAINTENANCE & MAINTENANCE CHARGES:**

- 6.1 The Second Party shall be liable to proportionately share and pay for the common maintenance expenses to the First Party or to the agency appointed for maintenance of all the common areas, facilities and amenities.
- 6.2 All expenses incurred in providing common maintenance services shall be taken into account for arriving at common area maintenance expenses and an agreement to this effect will be executed by the Second Party.

7. **NOT TO ALTER NAME:**

The Second Party shall not alter or subscribe to the alteration of the name of development from "The MONARQUE" to any other name and/or alter the names assigned to the Blocks/Towers therein.

8. **EVENTS OF DEFAULTS AND CONSEQUENCES:**

The Second Party shall be considered under a condition of default, on the occurrence of the following events:

- a) In case the Second Party fails to make the payment of every demand made by the First Party as per the Payment Plan annexed hereto, the Second Party shall be liable to pay interest as per RERA Guidelines to the First Party on the unpaid amount.
- b) In case of Default by Second Party under the condition listed above continues for a

period beyond 15 days after notice from the First Party in this regard, the First Party may cancel the allotment of the Flat in favour of the First Party and refund the money paid to it by the Second Party after deducting the booking amount, brokerage if any, statutory levies including taxes, interest liabilities, etc. and this Agreement shall thereupon stand terminated. The First Party shall intimate the Second Party about such termination.

9. REGISTRATION OF SUB LEASE DEED:

- 9.1 The First Party, on receipt of the entire amount in terms of this Agreement from the Second Party, shall execute a Sub Lease Deed of the Schedule-3 Property together with proportionate undivided share in the Schedule-2 Property to the Second Party.
- 9.2 All charges such as stamp duty, registration charges, and other expenses in relation to Sub Lease Deed shall be paid and borne by the Second Party. All such amounts shall be paid in the manner specified by the First Party from time to time. The Second Party authorizes the First Party to withhold registration of the Sub Lease Deed in his/her favour till payment of stamp duty, registration charges and/or other expenses is made by the Second Party.
- 9.3 The transfer of the Schedule-3 Property shall be subject to terms and conditions contained in the Lease Deed, dated 27/03/2012, executed by Yamuna Expressway Industrial Development Authority in favour of Greenbay Infrastructure Private Limited and the said Lease Deed duly registered with the Sub Registrar, Gautam Buddh Nagar, bearing document No. 6334/2012, Book No. 1, in respect of Schedule-1 Property.

10. DEFECT LIABILITY:

The defect liability shall be limited to the defect in construction i.e. structure, however air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes, etc. The defect liability is not applicable to the bought-out items most of which are covered under warranty by the manufactures themselves. However, in the event of recurring problems with bought-out items, the First Party shall co-operate with the Second Party in sorting out the issue. Any product that has been installed by the First Party and brought to the notice of the First Party within 5 years from the date scheduled for delivery or possession through an intimation/notice by the First Party or intimating the readiness to handover the Flat will be entertained by the First Party and thereafter no claim shall be entertained against the First Party in respect of any alleged defective work in the Flat under any circumstance. The above liability of the First

Party shall be restricted only to rectify / repair the above defects without charge within 90 days and any consequential damages will not be covered under this Agreement.

11. RIGHT TO ENTER THE FLAT FOR REPAIRS:

The First Party / maintenance agency /association representative shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Second Party agrees to permit the association representative and/or maintenance agency to enter into the Schedule-3 Property/Flat or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant immediate attention, with a view to set right any defect.

12. USAGE:

12.1 That the Flat shall be used for residential purpose only and any activity/ purpose which may or is likely to cause public nuisance or is not permissible under the law shall not be allowed. Any type of encroachment/construction in the entire complex including roads, lobbies, roof, etc., shall not be allowed to the Flat Owner's Association. They shall not be permitted to close the veranda, lounges, balconies, common corridors, etc. even if the particular floor is occupied by the same party. Any alteration in elevation and outside colour scheme of exposed walls of veranda, lounges or any walls or both faces of external wall and windows of Flat, signboard, publicity or advertisements materials outside the Flat or anywhere in the common areas shall not be permitted to any type of changes which may cause or likely to cause damage to the safety stability of the structure of the building/tower/block and shall not be permitted as there are hidden RCC column and RCC shear wall supporting the whole structure.

12.2 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 equipment's etc. and other permitted uses as per sanctioned plans. The Second Party 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 association formed by the purchasers for rendering maintenance services.

BINDING EFFECT:

Forwarding this Agreement to the Second Party by the First Party does not create a

binding obligation on the part of the First Party or the Second Party until the Second Party signs and delivers this Agreement with all the schedules and annexure alongwith the payments due as stipulated in the Payment Plan within 15 (Fifteen) days from the date of receipt by the Second Party. If the Second Party fails to execute and deliver to the First Party this Agreement within 15 (Fifteen) days from the date of its dispatch by the First Party, then the First Party shall serve a notice to the Second Party for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Second Party, application of the Second Party shall be treated as cancelled and all sums deposited by the Second Party in connection therewith including the booking amount shall be returned to the Second Party without any interest or compensation whatsoever after deduction of Earnest Money.

13. ENTIRE AGREEMENT:

This Agreement, alongwith 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 Flat.

14. RIGHT TO ASSIGN:

The Second Party shall not assign/transfer his/her/their interest under this Agreement without the prior written consent of the First Party. It is explicitly made clear that the First Party is not obliged to give their consent for any assignment by the Second Party as this contract is exclusive in nature. Further, it is also made clear that in the event the First Party gives its consent for assignment of Second Party's interest in this Agreement, the First Party shall be entitled to charge Rs.-/- (Rupees only) per sq. ft. of the Schedule-3 Property as administrative charges/transfer fee for giving such consent, provided such assignment is not within the immediate blood relation, the company is at its discretion to change these charges without any intimation to the allottee. It is also made clear that the Second Party shall not be entitled to assign his rights in portion i.e. the Second Party will have to either assign all his rights under this Agreement or otherwise shall not be entitled to assign his rights at all.

15. SEVERABILITY:

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

and enforceable as applicable at the time of execution of this Agreement.

16. NOTICES:

- 16.1 That all notices to be served on the Second Party and the First Party as contemplated by this Agreement shall be deemed to have been duly served if sent to the Second Party or the First Party by Registered Post at their respective addresses mentioned above.
- 16.2 It shall be the duty of the Second Party and the First Party to inform each other of any change in address subsequent to the execution of this Agreement by Registered Post failing which all communications and letters posted to the above address shall be deemed to have been received by the First Party or the Second Party, as the case may be.

17. PERMANENT ACCOUNT NUMBERS:

The following are the Permanent Account Numbers (PAN) of the Parties to this Agreement:

First Party :

Second Party/ies :

18. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Second Party, in respect of the Flat prior to the execution of this Agreement shall not be construed to limit the rights and interests of the Second Party under this Agreement or under the Act or the rules or the regulations made thereunder.

19. GOVERNING LAW:

This Agreement shall be governed and interpreted by and construed in accordance with the Laws of India. Subject to arbitration mentioned below, the Courts at Gautam Buddha Nagar, Uttar Pradesh, shall have jurisdiction over all matters arising out of or relating to this Agreement.

20. DISPUTE RESOLUTION:

All or any disputes arising out of 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. In the event of breach of the terms of this Agreement or in the event of any differences or disputes arising between the Parties in regard to this Agreement or any matter relating thereto, the same shall be referred to a Sole Arbitrator to be appointed mutually by the First Party and the Second Party and the Arbitrator's award shall be final and binding on the parties hereto and such Arbitration shall be as per the provisions of the Arbitration & Conciliation Act in force. The Arbitration shall be conducted in English language and the place of Arbitration shall be in Gautam Buddh Nagar.

SCHEDULE-1 PROPERTY

All that piece and parcel of leasehold land bearing Plot No.GH-2, Greenbay, Golf Village, TS6, Sector-22D, Yamuna Expressway, Gautam Buddh Nagar, Uttar Pradesh, measuring 4,08,622 sq. mtrs. or in or about 43,98,371 sq. ft., given under lease by Yamuna Expressway Industrial Development Authority vide Lease Deed, dated 27/03/2012, duly registered with the Sub Registrar, Gautam Buddh Nagar, bearing document No. 6334/2012, Book No. 1, in favour of Greenbay Infrastructure Private Limited for a period of 90 years commencing from 27/03/2012 on the terms more fully described therein, and bounded as follows:

East :
West :
North :
South :

SCHEDULE-2 PROPERTY

All that piece and parcel of land measuring 4.22 acres equivalent to in or about 17,095 sq. mtrs. or 1,84,011 sq. ft. within the Schedule-1 Property, and bounded as follows:

East :
West :
North :
South :

SCHEDULE-3 PROPERTY
(DESCRIPTION OF THE FLAT ALLOTTED)

A **bedroom** residential flat with servant room bearing No. having a carpet area of **sq. ft.** in the **Floor** in Tower, together with proportionate undivided share in Schedule-2 Property and with facilities and common amenities in the group housing residential project known as “**The Monarque**” constructed within the Schedule-2 Property with a right to use 2 (Two) car parking spaces in the designated location. The location of the car parks will be decided on the completion of the Project.

SCHEDULE-3 A PROPERTY

SCHEDULE-4

SPECIFICATIONS OF THE SCHEDULE-3 PROPERTY

STRUCTURE

RCC framed structure with

- a) External & Internal walls of solid concrete blocks.
- b) External wall with cement plaster and paint

FLOORING

Entry Lobby, Foyer – Large size vitrified tiles

Living and dining – Large size vitrified tiles

Kitchen – Vitrified tiles

Toilet – Anti-skid vitrified tiles

Powder toilet – Anti-skid vitrified tiles

Master Bedroom – Laminated wooden flooring

Other Bedrooms – Laminated wooden flooring

Balcony – Anti-skid vitrified tiles

Utility Balcony – Anti-skid vitrified tiles

Servant room – Vitrified tiles

Servant toilet – Vitrified tiles

WALL FINISH

Entry Lobby, Foyer - P.O.P finish with acrylic emulsion paint

Living and dining - P.O.P finish with acrylic emulsion paint

Kitchen – Vitrified Tiles upto 2' above counter and after 2', P.O.P. finish with acrylic emulsion paint

Toilet – Tiles upto false ceiling, powder room with stone flooring & cladding.

Master Bedroom – Acrylic Emulsion Paint

Other Bedrooms – Acrylic Emulsion Paint

Balcony – Textured paint with weather resistant coat

Balcony – Textured paint with weather resistant coat

Servant room – P.O.P. finish with acrylic emulsion paint

Servant toilet – Ceramic tiles upto false ceiling

CEILING

Entry Lobby, Foyer – P.O.P. edge boxing/Cove

Living and dining – P.O.P edge boxing/Cove

Kitchen – P.O.P edge boxing/Cove

Toilet – Grid false ceiling
Master Bedroom – P.O.P edge boxing/Cove
Other Bedrooms – P.O.P edge boxing/Cove
Servant room – Gypsum ceiling/boxing as required.
Servant toilet – Grid false ceiling

INTERNAL AND EXTERNAL DOORS

Entry Lobby, Foyer – Designer flush/panelled door in polish / duco paint fixed in hardwood (internal) (9' high Main Door)
Living and dining – Aluminium / UPVC sliding openable doors & windows (External)
Kitchen – Aluminium / UPVC sliding/swing openable doors & windows (External)
Toilet – Designer flush doors in polish / duco paint fixed in hardwood (8' high doors)
Master Bedroom – Aluminium / UPVC sliding openable doors & windows (External), Designer flush doors in polish / duco paint fixed in Hardwood (Internal - 8' high doors)
Other Bedrooms – Aluminium / UPVC sliding openable doors & windows (External), Designer flush doors in polish / duco paint fixed in Hardwood (Internal - 8' high doors)
Servant room – Aluminium Door & Window (External), Designer flush doors in polish / duco paint fixed in Hardwood (Internal- 8' high doors)
Servant toilet – Aluminium Door & Window

WINDOWS

Living and dining – Aluminium / UPVC sliding openable doors & windows
Kitchen – Aluminium / UPVC sliding openable doors & windows
Toilet – Aluminium / UPVC sliding openable doors & windows
Master Bedroom – Aluminium / UPVC sliding openable doors & windows
Other Bedrooms – Aluminium / UPVC sliding openable doors & windows
Servant room – Aluminium / UPVC sliding openable doors & windows
Servant toilet – Aluminium / UPVC sliding openable doors & windows

ELECTRICALS

Living & dining – Split AC and cove lights installed, provision for tube lights and fans
Kitchen – Provision of Light points, geyser installed
Toilet – Provision of Light points, geyser installed
Master Bedroom – Provision of tube lights and fans, Cove lights & Split AC installed
Other Bedrooms – Provision of tube lights and fans, Cove lights & Split AC installed Balcony – Light points with LED lights
Utility Balcony – Light points with LED lights
Servant Room – Provision of Light points
Servant toilet – Provision of Light points

General – Home automation For Light, Fan, Geysers

TAPS AND SANITARY FITTINGS

Kitchen – Chimney, Hob, Geysers installed, SS Sink along with Chrome mixer and basket for waste

Toilet – High quality, Branded Chinaware and C.P fittings (Kohler or equivalent),

Marble/granite/engineered stone counter top

Servant toilet – Branded Chinaware and C.P. fittings

Utility Balcony – Point for Washing Machine & Installed Utility sink

OTHER FIXTURES AND FITTINGS

Kitchen – Kitchen Counter with stainless steel sink & Modular Cabinets

Toilet – Vanity Counter in all toilets, Shower cubicle in Master toilet

Balcony railings – MS Railing/Glass railing as per approved façade

Master Bedroom – Modular wardrobes

Other Bedrooms – Modular wardrobes

COMMON AREAS

Lighting – Provision of Light Points

Hot Water provision – Geysers installed

Elevators – 2.5 m/s speed Otis/Schindler or equivalent

Security – Video door phone

Power backup – 100% power backup

Tower entrance lobby – Access control system

Staircases flooring – Kota stone/marble/tile combination

Ground lobbies flooring – Imported marble

Typical floors lobbies flooring – Imported marble/tiles combination

Wall – Combination of acrylic emulsion paint and tiles/stone cladding

Doors – 2 Hr/4 Hr fire rated door

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED AND EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

FIRST PARTY

x

Represented by its POA holder
Shri.

SECOND PARTY/IES

x

Affix recent photograph
here

Name

Witness 1:

Witness 2:

x

.....

x

.....

Name :

Name :

Address :

Address :

ANNEXURE-1

PAYMENT PLAN

Schedule C		
Unit / Flat No.		
Building	 Tower
Level	 Floor
Carpet Area	
Car parks	
Total Cost of Schedule-3 Property	

Payment Schedule

Sl. No.	Schedule of Payment	Instalment in (%)	Rs.
	Sale Consideration		
1	On Booking		
2	On Agreement		
3	On Excavation		
4	On Foundation		
5	Basement Roof Slab		
6	Ground Floor Roof Slab		
7	1st Floor Roof Slab		
8	2nd Floor Roof Slab		
9	3rd Floor Roof Slab		
10	4th Floor Roof Slab		
11	5th Floor Roof Slab		
12	6th Floor Roof Slab		
13	7th Floor Roof Slab		
14	8th Floor Roof Slab		
15	9th Floor Roof Slab		
16	10th Floor Roof Slab		
17	11th Floor Roof Slab		
18	12th Floor Roof Slab		
19	13th Floor Roof Slab		
20	14th Floor Roof Slab		
21	15th Floor Roof Slab		

22	16th Floor Roof Slab		
23	17th Floor Roof Slab		
24	18th Floor Roof Slab		
25	19th Floor Roof Slab		
26	20th Floor Roof Slab		
27	21st Floor Roof Slab		
28	22nd Floor Roof Slab		
29	23rd Floor Roof Slab		
30	24th Floor Roof Slab		
31	25th Floor Roof Slab		
32	26th Floor Roof Slab		
33	27th Floor Roof Slab		
34	28th Floor Roof Slab		
35	Completion of Brickwork of respective Floor		
36	Completion of Plastering of respective Floor		
37	Completion of Flooring of respective Floor		
42	On Possession (on demand)		
43	Right to Use Car Parkings		
	Total Sale Consideration (1)	100%	
	Deposits:		
1	Power @ Rs. per sq. ft.		
2	Club House		
3	Legal & Facility Fees		
4	Sinking Fund (on demand)		
5			
6			
7			
	Total Deposits (2)		
	Total Cost of Schedule-3 Property	(1 + 2)	



Corp. Office: J-10/5, DLF Phase-II, M.G. Road, Gurugram - 122 002

Regd. Office: RZ-D-5, Mahavir Enclave, New Delhi - 110045

Site Office: Plot No. TS 06, Sector 22D, Yamuna Expressway, Greater Noida, Uttar Pradesh - 203201