

## **AGREEMENT FOR SUB LEASE**

This Agreement for Sub Lease ("Agreement") executed on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

### **By and Between**

**SOBHA LIMITED** (CIN: L45201KA1995PLC018475) (PAN: AABCS7723E), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at Sarjapur-Marathahalli Outer Ring Road (ORR), Devarabisanahalli, Bellandur Post, Bangalore – 560103 and its Regional office address at Ground Floor, Tapasya Corp Heights, Plot no. 5, IFGH, Sector -126, Gautam Buddh Nagar, U.P. – 2010301, represented by its signatory [•] authorised by a resolution of the Board of Directors dated [•] (hereinafter referred to as the "**Promoter**" (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns) of the First Part;

### **AND**

**ATLASPUR CONSTRUCTION & DEVELOPERS PRIVATE LIMITED** (CIN: U43299UP2025PTC220493, PAN: ABCCA5795Q), a company incorporated under the Companies Act, 2013, having its registered office at C-28/121-1 and 122, Teliabagh, Varanasi, Uttar Pradesh-221002, India, through its appointed attorney, Sobha Limited, as irrevocable general power of attorney holder and represented by its signatory [•] authorised, (hereinafter referred to as "**Co-Promoter**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, executors, administrators and permitted assigns) of the Second Part;

### **AND**

#### **(If the Allottee is a company)**

\_\_\_\_\_ (CIN: [•]) (PAN: [•]), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at [•] represented by its signatory [•] authorised by a resolution of the Board of Directors dated [•] (hereinafter referred to as the "**Allottee**" (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns).

### **(OR)**

#### **(If the Allottee is a Partnership firm)**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [•], (PAN[•]), represented by its authorised partner, [•], (Aadhar no. [•]) authorised vide [•], hereinafter referred to as the “**Allottee**” (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the firm time being of the said firm, the survivor or survivors of them and their heirs, executors, and administrators of the last surviving partner and his/her/their assigns).

**(OR)**

**(If the Allottee is an Individual)**

Mr. / Ms. \_\_\_\_\_, (Aadhar No. [•]) son/daughter of [•], aged about [•], residing at [•], (PAN[•]), hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

**(OR)**

**(If the Allottee is a HUF)**

**Mr** \_\_\_\_\_ (Aadhar No. [•]) son of [•] aged about [•] for self and as the Karta of the Hindu Joint Mitakshara Family known as [•] HUF, having its place of business/ shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

The Promoter, Co-Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

**DEFINITIONS:**

For the Purpose of this Agreement for Sub Lease, unless the context otherwise requires:

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)
- (b) “Authority” means Uttar Pradesh Real Estate Regulatory Authority
- (c) “Government” means the Government of Uttar Pradesh.
- (d) “Rules” means the Real Estate (Regulation and Development) (Amendment Rules, 2016 as amended from time to time.
- (e) “Regulations” means the Regulations made under the Real Estate (Regulations and Development Act, 2016.
- (f) “Section” means a section of the Act.

## **WHEREAS:**

- A. Greater Noida Industrial Development Authority (**GNIDA**) executed a lease deed dated 11<sup>th</sup> April 2025, with the Co-Promoter and registered the lease deed with the office of the Sub- Registrar Dadri, Gautam Buddh Nagar on 15<sup>th</sup> April, 2025, in Book No.01, Volume No. 31075 at Page Nos. 253 to 288 as Document No. 19907 and further executed a Supplementary Deed dated 22.05.2025 registered with the office of the Sub- Registrar, Greater Noida on 03.06.2025 in Book No.01, Volume No. 31586 at Page Nos.225 to 244 as Document No. 29326 (hereinafter collectively referred to as "**Lease Deed**"), by which GNIDA granted the leasehold rights over the residential plot admeasuring 47604.68 square meters bearing no. GH-12, Sector -1, Greater Noida, Uttar Pradesh 201306 (hereinafter referred to as the "**Said Land**"), for a term of 90 years, in favour of the Co-Promoter on the terms and condition as mentioned therein. The Promoter has been recognized as co-developer for the Said Land by GNIDA vide its letter dated 07<sup>th</sup> August 2025 and thereafter, Promoter, Co-Promoter and GNIDA, executed a Joint Development Agreement (hereinafter referred to as "**JDA**") on 11<sup>th</sup> November, 2025 and registered on 20<sup>th</sup> November 2025 in Book No. 1 bearing Registration No. 58129 whereby the Promoter has been granted exclusive development rights of the Said Land including but not limited to planning, construction, development, marketing, sale of saleable area etc. of residential housing project on the Said Land. The JDA enables the Promoter to execute agreements/builder buyer agreements/ agreement to sell/sub-lease deeds/conveyance deeds etc. and receive consideration for the same. Additionally, the JDA appoints the Promoter as irrevocable power of attorney holder of the Co-Promoter to enter into, make, sign, execute, deliver, acknowledge and perform all engagements, contracts, agreements, indentures, papers, documents, writings, things, deeds etc.
- B. The Said Land is earmarked for the purpose of building a residential project, comprising multistoried apartment buildings and the said project shall be known as "[•]" ("**Project**");
- C. The Promoter and Co-Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.
- D. The GNIDA has granted approval to develop the Project vide sanctioned building plans bearing no. [•];
- E. The Promoter has obtained approval of the layout plan/ building plan for the Project as the case may be, from GNIDA. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and any other applicable laws.

- F. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Regulatory Authority at [●] on [●]\_under registration No. [●];
- G. The Allottee had applied for a residential apartment in the Project vide application form dated [●] ("**Application Form**") and has been allotted a residential apartment bearing No. [●], Tower No. [●] on [●] Floor along with [●] basement Car Parking Space as permissible under the applicable law and pro rata share in the common areas ("**Common Areas**") as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and deed of declaration submitted before the concerned authority (hereinafter referred to as the "**Apartment**") more particularly described the floor plan of the Apartment annexed hereto and marked as (**Schedule B**);
- G.G. The Allottee has been allocated slot no. [●] in the open parking area free of cost to be ratified by resident Welfare Association
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the rights and obligations detailed herein;
- I. Additional disclosure/details-Not Applicable;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project;
- K. The Parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sub-lease the Apartment and the Allottee hereby agrees to take the Apartment on sub-lease as per terms and conditions of this Agreement;

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

## **1. TERMS**

- 1.1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agree to sub lease to the Allottee and the Allottee hereby agrees to

take the Apartment on sub lease by execution and registration of a sub-lease deed (“**Sub-Lease Deed**”).

1.1.2 Both the Parties confirm that they have read and understood the provisions of Section 14 of the Act and terms and conditions of the Lease Deed.

1.2 The total price for the Apartment based on the carpet area is Rs. [●] (Rupees [●] only) (“**Total Price**”). The breakup and details of the Total Price are mentioned in the **Schedule C1**. The details of the Apartment allotted to the Allottee are as follows:

|   |                                     |
|---|-------------------------------------|
| Block/Building/Tower no.                  | [●]                                 |
| Apartment no.                             | [●]                                 |
| Type                                      | [●]                                 |
| Floor                                     | [●]                                 |
| Carpet Area                               | [●] square feet ([●] square meters) |
| Balcony/Exclusive Area                    | [●] square feet ([●] square meters) |
| Total Area                                | [●] square feet ([●] square meters) |
| Power Backup KVA                          | [●]                                 |
| No. of Covered/Basement Car Parking Space | [●]                                 |
| Total Price                               | Rs. [●]                             |

**EXPLANATION:**

- i. The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment.
- ii. The Total Price includes taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the association of Allottees or the competent authority as the case may be.

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

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

- iii. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall on demand provide to the Allottee with the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- iv. The Total Price of Apartment includes recovery of land cost/lease premium of the Said Land paid/to be paid by the Promoter, construction of (not only of the Apartment) but also of the Common Areas, internal development charges, external development infrastructure charges, taxes, cost of providing electric wiring, electricity connectivity to the Apartment, lift, water line and plumbing, finishing with paint, doors, windows, fire detection and firefighting equipment in the Common Areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project as agreed in the present Agreement except those which have to be paid separately by the Allottee as per this Agreement.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development fee payable to the Competent Authority and/or any other increase in taxes/charges imposed by the Competent Authority from time to time. The Promoter agrees that while raising the demand on the Allottee for increase in development fees, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall be only applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development fee after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by Authority, as per Act, the same shall not be charged from the Allottee.

- 1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule C** ("**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments [●] per annum for the period by which the respective installments have been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures and fittings described herein at **Schedule D** and **Schedule E** in respect of the Apartment without the previous written consent of the Allottee as per the provisions of the Act except any alteration or addition required by any Government authorities or due to change in law.

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

- 1.7 The Promoter shall confirm to the final carpet area of the Apartment that has been allotted to the Allottee after the construction of the building is complete and completion certificate/occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area, then the Promoter shall refund the excess money paid by Allottee within forty-five (45) days. If there is any increase in the carpet area, which is not more than three percent (3%) of the carpet area of the Apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in para 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 of the Agreement, the Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership (as sub-leasehold rights) over the apartment.
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Area is undivided and cannot be divided and separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common

Areas to the association of Allottees after duly obtaining the completion certificate of the entire project from the competent authority as provided in the Act.

- (iii) That the computation of the Total Price of the Apartment includes recovery of price of land/lease premium, construction of the Apartment internal development charges, external development charges, taxes, cost of providing electric wiring inside the Apartment, lift, water line and plumbing, finishing with paint, doors, windows, fire detection and firefighting equipment in the Common areas, and includes cost for providing all other facilities, amenities and specifications as per **Schedule D**.
- (iv) The Allottee has the right to visit the Project site with prior appointment to assess the extent of development of the Project and his/her Apartment as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with [●] covered/basement parking shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities other than declared as independent areas in Deed of Declaration shall be available only for use and enjoyment of the Allottees of the Project.

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

1.11 The Allottee has paid a sum of Rs. [●] (Rupees [●] only) towards booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining Total Price of the Apartment and other charges

as mentioned in the **Schedule C** as per the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein.

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

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through cheque/ demand draft/pay order/wire transfer, payable at par drawn in favour of “**Sobha Limited**” payable at [•].

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee shall be solely liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility regarding matters specified in Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only when the necessary payment is received from the Allottee’s account.

**4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority which includes the extension by the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be.

Similarly, the Allottee shall make timely payments of the instalment of Total Price and other dues payable by him/her as per Payment Plan and meeting the other obligations under the Agreement subject to the completion of construction by the Promoter as provided in **Schedule C** and its extension by the Authority.

**6. CONSTRUCTION OF PROJECT AND APARTMENT**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the layout plan, building plan, floor plan, Payment Plan and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plan, building plan, floor plan, specifications, amenities and facilities. The Promoter may complete the Project in part and obtain occupation certificate/part occupation certificates separately for each tower and accordingly the Promoter shall offer the possession of the Apartment to the Allottee and the Allottee/s agrees and undertakes to pay all the outstanding amount and takeover the possession of the Apartment. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the GNIDA and shall not have make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE APARTMENT**

**7.1 Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas and Facilities to the Association or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter assures to offer the possession of the Apartment to the Allottee, on or before [●] ("**Completion Time Period**"), subject to the Allottee being in compliance of all its obligations under this

Agreement including timely payments of amounts unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic/epidemic or any other calamity caused by nature or any order, direction, notification from the court/statutory authorities affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this Agreement shall stand terminated and the Promoter shall without interest refund to the Allottee the entire amount received by the Promoter from the Allottee within the time period prescribed in the prevalent laws subject to execution and registration of cancellation deed and other documents as may be required by the Promoter for cancellation of this Agreement. The Promoter shall intimate the Allottee about such termination as per Applicable Laws. Upon such termination, the Promoter shall be free to deal with the said Apartment in any manner as it may deems fit its sole discretion, without any concurrence from the Allottee. After refunding the money paid by the Allottee, the Allottee agrees that the Allottee shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement In case the project is developed in phases, it will be duty of the Promoter to maintain those common area and facilities which are not complete and handover all the common areas and facilities to the Association once all phases are completed. The Promoter shall not charge more than the normal maintenance charges from the Allottee.

7.2 **Procedure for taking possession:** The Promoter, upon obtaining the occupation certificate/part occupation certificate from the Competent Authority shall offer in writing ("**Possession Notice**") the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of Possession Notice upon payment of outstanding and payable dues including interest, if any, as per this Agreement.

Provided that, in the absence of Applicable Law, the conveyance deed/sub lease deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate and taking over the possession of the Apartment by the Allottee. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the occupancy certificate for the Project. The Promoter shall hand over the copy of occupancy certificate of the Apartment on demand to the Allottee at the time of conveyance deed/sub lease deed of the same.

7.3 **Failure of Allottee to take Possession of Apartment** - Upon receiving the Possession Notice from the Promoter, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession of the Apartment within the time provided in above clause 7.2, then the Allottee shall be liable to pay to the Promoter holding charges of Rs. 2 (Rupees Two) per square feet per month alongwith applicable GST ("**Holding Charges**") of the Carpet Area for the period beyond 3 (three) months from the date of Possession Notice till the actual date of possession in addition to the applicable Maintenance Charges.

7.4 **Possession by the Allottee** - After obtaining the occupancy certificate (as applicable) and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter on demand by the Allottee to hand over copies of necessary documents and plans. At the time of taking the possession of the Apartment, the Allottee shall fully satisfy himself that the plumbing, electric, fixtures and fittings, locking devices, doors, windows, tiles and other items in the Apartment are as per specifications stated in **Schedule D** hereto or its equivalent and after doing so, shall acknowledge the same in writing to the Promoter.

Provided that, in the absence of any Applicable Law, the Promoter shall handover the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, within 30 (thirty days) after obtaining the completion certificate/occupation certificate.

7.5 **Cancellation by Allottee:** The Allottee shall have the right to cancel/withdraw his allotment of the Apartment in the project as provided in the Act.

Provided that where the Allottee propose to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The Promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty-five) days of such cancellation/withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Apartment or at the end of one year from the date of cancellation/ withdrawal by the allottee, whichever is earlier. The Promoter has shall inform previous Allottee the date of re-allotment of the said apartment/plot and also display this information on the official website of UPRERA on the date of reallotment.

7.6 **Compensation** - The Co-Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed, in the manner as provided under the Act and the claim for interest and

compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to offer possession of the Apartment (i) in accordance of the terms of this Agreement duly completed as specified in clause 7.1; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand from the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rates and within timelines prescribed in the Applicable laws.

Provided if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee, interest at the rate prescribed in the Rules for every month of the delay, till the offering the possession of the Apartment to the Allottee, which shall be paid by the Promoter to the Allottee within timelines as prescribed in the Applicable laws.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Land or the Project other than first charge of GNIDA;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, Said Land, building, Apartment and Common Areas and Facilities;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project which will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed/sub lease deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and thereafter the Common Areas to the association of allottees or to the competent authority as the case may be.
- (x) The Said Land is not the subject matter of any Hindu undivided family (HUF) and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Apartment.
- (xi) The Promoter shall duly pay and shall continue to pay and discharge undisputed 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 Authority till the completion certificate/occupancy certificate (as applicable) has been issued and possession of apartment, plot or building, as the case may be, along with common area has been handed over to the Allottee and the association of Allottees or the competent authority as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, or notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter to the best of the Promoter's knowledge in respect of the Said Land and/or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES**

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

- (i) If the Promoter fails to provide ready to move in offer of possession of Apartment to the Allottee as specified in clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority and extension of registration by the Authority. For the purpose of this Clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, as agreed to between the parties, and for which occupation certificate, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above a non-defaulting Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State bank of India + 1% unless provided otherwise within forty five days of receiving the termination notice.

Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest as prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty five days of it becoming due.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events (**“Allottee’s Event of Default”**):

- (i) In the event that the Allottee fails or neglects to make the payment of (2) two consecutive demands for an installment as per the Payment Plan annexed hereto, despite being issued notice in this regard. The Allottee shall be liable to pay 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 or Regulations alongwith applicable GST to the Promoter on the outstanding amount from the due date of its payment. The Promoter must not be in default to take this benefit.
- (ii) In case the default of the Allottee mentioned above continues for a period of 3 (three) consecutive months’ notice from Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of Allottee and refund the money paid by the Allottee by deducting the booking amount, interest liabilities and Non-Refundable Amount and this Agreement shall stand terminated.

Provided that the Promoter shall intimate the Allottee about such termination at least fifteen days prior to such termination.

## **10. CONVEYANCE OF THE APARTMENT**

The Promoter on receipt of the Total Price and other charges as per this Agreement shall execute the Sub-Lease Deed and convey the sub lease rights and title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate and the occupancy certificate as the case may be, to the Allottee.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges and legal expenses within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Sub Lease Deed in his/her favour till payment of stamp duty, registration charges and legal expenses to the Promoter is made by the Allottee.

#### **11. MAINTENANCE OF BUILDING/PROJECT**

The Promoter shall be responsible for providing and maintaining essential services in the Project till the taking over of the maintenance by the association of allottees or competent authority, as the case may be, upon the issuance of the part Occupation Certificate/Completion Certificate of the Project. However, till the time the association of allottees take possession of the common areas and essential services as envisaged in the Agreement or prevalent laws governing the same, the Promoter shall have the right to recover applicable maintenance charges, applicable taxes and other charges/overhead charges after date of expiry of Possession Notice.

If the Association is not formed within 1(one) year from the Completion Time Period, the Promoter shall be entitled to collect from the allottees of the Project an amount equal to the amount of monthly maintenance charges as demanded at the time of offer of possession plus 10% (ten percent) for escalation in price for the purpose of maintenance for next 1 (one) year and so on. The Promoter will pay the balance amount available with him against the maintenance charge to the Association of Allotees once it is formed.

#### **12. DEFECT LIABILITY**

If any structural defect or any other defect in workmanship, quality or provision of services in the Apartment or any other obligation of the Promoter as this Agreement is brought to the notice of the Promoter by the Allottee within the time period 5 years from the date of handing over possession or the date of obligation of the Promoter to offer possession to the Allottee, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allotees shall be entitled to receive appropriate compensation in the manner as provided under the Act. The Promoter shall not be liable for any rectification of defect due to any act, omission, default or negligence attributable to the Allottee/ third party or failure of the Allottee to maintain Apartment in a diligent manner or non-compliance of any applicable laws by the Allottee or any force majeure events or where the manufacture warranty expires and the Allottee/Association/society/federation fails to renew the annual maintenance contracts during the defect liability period. In case of any damage due to wear and tear, the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage and the Allottee alone shall be liable to rectify and reinstate the same at his own costs.

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

The Promoter/Maintenance Agency /Association and their representatives, surveyors, architects, agents etc. shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit them to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless 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, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and

the same shall be reserved for use by the Association formed by the allottees for rendering maintenance services.

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

15.1 The Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, 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 Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The parties are entering into this agreement for the allotment of Apartment with full knowledge of all laws, rules, regulations, and notifications applicable to the Project.

**17. ADDITIONAL CONSTRUCTIONS**

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

**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement it shall not mortgage or create a charge on the Apartment by taking loan and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

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

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the Apartment Ownership Act or any other prevalent laws.

**20. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, the booking/allotment of the Apartment shall be treated as cancelled/withdrawn by the Allottee.

**21. ENTIRE AGREEMENT**

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

**22. RIGHT TO AMEND**

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

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

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

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

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

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

**25. SEVERABILITY**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in Project, the same shall be the proportion

which the carpet area of the Apartment bears to the total carpet area of all the Apartments 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 addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**28. PLACE OF EXECUTION**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory and after the Agreement is duly executed by the Allottee and the Promoter and the said Agreement shall be registered at the office of the Sub-Registrar office at Greater Noida. Hence this Agreement shall be deemed to have been executed at Greater Noida.

**29. NOTICES**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or Promoter by Registered Post at their respective addresses mentioned herein above.

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

**30. JOINT ALLOTTEES**

That in case there are joint allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him which shall for all intents and purposes to consider as properly served on all the allottees.

**31. SAVINGS**

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

**32. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other Applicable Laws of India for the time being in force.

**33. DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled as the case may be through the Authority or Adjudicating Officer appointed under the Act.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sub Lease in the presence of attesting witness, signing as such on the place and date first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**1. Allottee:**

Signature \_

**2. Allottee**

Signature

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Promoter:**

Signature (Authorized Signatory)

Name

**Co-Promoter:**

(through its Attorney/GPA Holder)

Signature (Authorized Signatory)

Name

In the presence of:

**WITNESSES:**

Name:

Name:

Signature:

Signature:

Address:

Address:



**SCHEDULE A**

**DESCRIPTION OF THE APARTMENT**

Authorised Signatory  
(First Part/Promoter)

Authorised Signatory/GPA holder  
(Second Part/Co- Promoter)

(Third Part/Allotee)

**SCHEDULE B**

**FLOOR PLAN OF APARTMENT**

Authorised Signatory  
(First Part/Promoter)

Authorised Signatory/GPA holder  
(Second Part/Co- Promoter)

(Third Part/Allotee)

**SCHEDULE C**  
**PAYMENT PLAN**

Authorised Signatory  
(First Part/Promoter)

Authorised Signatory/GPA holder  
(Second Part/Co- Promoter)

(Third Part/Allotee)

## **SCHEDULE C-1**

### **DETAILS OF PAYMENT**

| <b>S. No.</b>        | <b>PARTICULAR</b>                     | <b>AMOUNT (Rs.)</b> |
|----------------------|---------------------------------------|---------------------|
| 1.                   | Sale Price of Apartment               |                     |
| 2.                   | GST                                   |                     |
|                      | <b>TOTAL PRICE</b>                    |                     |
| <b>OTHER CHARGES</b> |                                       |                     |
| 3.                   | Lease Rent at the offer of possession |                     |
| 4.                   | Maintenance Security Deposit          |                     |

The following costs and other charges (being part of Other Charges) shall also be payable by the Allottee over and above the Total Price as and when demanded by the Promoter:

1. Stamp duty, registration and incidental charges for execution of the Agreement and conveyance/ sub lease deed etc. which shall be borne and paid by the Allottee (alone as and when demanded by the Promoter.
2. The expenses and deposits towards electricity meter/sub-meter/transformer, water and sewerage, increased costs towards transformer/Substation, Electrification and other infrastructure charges, corpus fund, proportionate insurance charges/premium as per this Agreement etc. shall be in addition to the Total Price and borne and paid by the Allottee alone as and when demanded by the Promoter.
3. Any transfer, assignment, or substitution of the Apartment to a third party shall require the necessary documentation and payment of administrative charges of Rs. [●] per sq. ft. of Carpet Area for the first transfer, Rs. [●] per sq. ft. for the second transfer, and Rs. [●] per sq. ft. with applicable taxes thereafter. Such transfer shall be permitted only after payment of at least [●] % of the Total Price and after one year from the date of booking. For any addition, deletion, or substitution of names in the allotment, an administrative charge of Rs. [●] plus applicable taxes shall apply.
4. Recurring periodic club subscription and usage charges for using the facility of club.
5. Any other statutory/legal charges or expenses as may be more particularly specified in this Agreement and applicable to the Apartment as levied by the Promoter/Government/authorities from time to time.

6. The Promoter/Maintenance Agency shall charge a Maintenance Security Deposit. Interest earned on this deposit shall be used for maintenance of common areas, repairs, AMCs, upkeep, service charges, and related expenses. The Promoter/Maintenance Agency may first adjust any defaults in maintenance charges, electricity bills, and other dues against the accrued interest. If the interest is insufficient, the principal amount of the Maintenance Security Deposit may be adjusted. If this reduces the deposit below the agreed amount for the Apartment, the Allottee(s) shall restore the shortfall within 15 days of demand by the Promoter/Maintenance Agency.
7. Advance Maintenance Charges for [•] year(s) for maintenance of common areas as determined by the Promoter and notified at the time of offer of possession.
8. Applicable taxes on Other Charges

**SCHEDULE D**  
**SPECIFICATIONS OF APARTMENT**

Authorised Signatory  
(First Part/Promoter)

Authorised Signatory/GPA holder  
(Second Part/Co- Promoter)

(Third Part/Allotee)

**SCHEDULE E**  
**SPECIFICATIONS OF THE PROJECT**

Authorised Signatory  
(First Part/Promoter)

Authorised Signatory/GPA holder  
(Second Part/Co- Promoter)

(Third Part/Allotee)