

## AGREEMENT FOR SUB-LEASE

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

### AMONGST

**SHIRJA REAL ESTATE SOLUTIONS PRIVATE LIMITED** (CIN: U70101DL2012PTC244539), a Company, within the meaning of Companies Act, 1956 having its registered address at F-58, 2nd Floor, Jagat Puri Near Gyan Sarovar School, East Delhi, Delhi, India, 110051 /corporate office at Plot no. 15, 8th Floor, Sector- 135, Noida represented by its authorized director / signatory \_\_\_\_\_ authorized vide board resolution dated \_\_\_\_\_ (hereinafter referred to as the "**Builder/ Developer**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns);

### AND

#### [If the Allottee is a company]

\_\_\_\_\_NA\_\_\_\_\_, (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_NA\_\_\_\_\_,(PAN \_\_\_\_\_) represented by its authorized signatory \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "**Allottee**", (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), the party of the Second Part

[OR]

#### [If the Allottee is a Limited Liability Partnership Firm]

\_\_\_\_\_NA\_\_\_\_\_, (LLP ID No. \_\_\_\_\_) a limited liability partnership firm, having its principal place of business at \_\_\_\_\_NA\_\_\_\_\_, (PAN \_\_\_\_\_), represented by / acting through its authorized / designated partner, \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) authorized vide Resolution passed in the meeting of its partners held on \_\_\_\_\_, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners or partner for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors and administrators of the last surviving partner and his / her / their assigns), the party of the Second Part

[OR]

#### [If the Allottee is a Partnership Firm]

\_\_\_\_\_NA\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_NA\_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_,(Aadhar No \_\_\_\_\_) authorized vide Letter of Authorization 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 partners or partner for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors and administrators of the last surviving

partner and his / her / their assigns) , the party of the Second Part

[OR]

**[If the Allottee is an Individual(s)]**

\_\_\_\_\_NA\_\_\_\_\_ (Aadhar No. \_\_\_\_\_), aged \_\_\_\_\_ yrs., residing at \_\_\_\_\_ (PAN \_\_\_\_\_)

\_\_\_\_\_NA\_\_\_\_\_ (Aadhar No. \_\_\_\_\_), aged \_\_\_\_\_ yrs., residing at \_\_\_\_\_ (PAN \_\_\_\_\_)

\_\_\_\_\_NA\_\_\_\_\_ (Aadhar No. \_\_\_\_\_), aged \_\_\_\_\_ yrs., residing at \_\_\_\_\_ (PAN \_\_\_\_\_)

\_\_\_\_\_NA\_\_\_\_\_ (Aadhar No. \_\_\_\_\_), aged \_\_\_\_\_ yrs., residing at \_\_\_\_\_ (PAN \_\_\_\_\_)

hereinafter called the “**Allottee (s)**”, singly / jointly, as the case may be, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her / their respective heirs, executors, administrators, successors-in-interest and permitted assigns) , the party of the Second Part.

[OR]

**[If the Allottee is a HUF]**

\_\_\_\_\_NA\_\_\_\_\_, (Aadhar No. \_\_\_\_\_) son of aged about \_\_\_\_\_ yrs for Self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at \_\_\_\_\_NA\_\_\_\_\_, (PAN:- \_\_\_\_\_NA\_\_\_\_\_), hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) , the party of the Second Part. [Please insert details of other Allottee(s), in case of more than one Allottee]

The “Builder/ Developer” and the “Allottee” shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

**IN RESPECT OF**

Residential Flat / Apartment bearing No. \_\_\_\_ having Approx \_\_\_\_ sq. mtr. (\_\_\_\_ sq. ft.) of Carpet Area, \_\_\_\_ sq.mtr (\_\_\_\_ sq. ft.) of Super Area, Approx. \_\_\_\_ sq. mtr. (\_\_\_\_ sq. ft.) of Built-Up Area, and approx. \_\_\_\_ sq. mtr. (\_\_\_\_ sq. ft.) of balcony / terrace area on \_\_\_\_ Floor in Block / Tower / Building No. \_\_ along with \_\_\_\_\_ parking(s) (hereinafter referred to as the “**Apartment**” and more particularly described in **Schedule A** and the Floor Plan of the Apartment is annexed hereto and marked as **Schedule B**, situated in the Plot no. Gh-02, Sector 151, Noida, Uttar Pradesh of the project named ‘**Clove County**’ to be constructed / under construction by the Builder/ Developer on group housing plot No. GH-02, Sector 151, Noida, District Gautam Budh Nagar, Uttar Pradesh, admeasuring 20050 sq. mtrs.

**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) **“Agreement”** means this Agreement for Sub-lease including its schedules, exhibits, annexures, recitals and terms and conditions for the allotment / conveyance / sub-lease of the Apartment in the Project and any amendments from time to time as may be mutually agreed and executed by and between the Parties hereto, in writing.
- (c) **“Apartment”** means the residential flat / apartment allotted to the Allottee, details of which have been set out in Schedule A.
- (d) **“Apartment Act”** means The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and rules made there under and any amendment thereafter.
- (e) **“Authority”** means The Uttar Pradesh Real Estate Regulatory Authority.
- (f) **“Association”** means the association of apartment / flat owners of the Project formed by the Builder/ Developer under relevant provisions of the Apartment Act.
- (g) **“Booking Amount”** means an amount equivalent to 10% (Ten percent) of the Total Price payable by the Allottee for the Apartment.
- (h) **“Building”** shall have the meaning as ascribed to it in Recital P hereof.
- (i) **“Built Up Area”** shall mean the total polyline (p.Line) area measured on the outer line of the unit including balconies and / or terrace with or without roof. The outer walls which are shared with another unit shall be computed at 50% and remaining outer walls are computed at 100%.
- (j) **“Carpet Area”** shall have the meaning as ascribed to it in the Act and / or Rules framed thereunder.
- (k) **“Common Areas”** shall have the meaning as ascribed to it in Recital 1. 7 (ii) hereof.
- (l) **“Force Majeure”** shall have the same meaning as ascribed to it in Para 7.1 (i) hereof.
- (m) **“Government”** means the Government of Uttar Pradesh.
- (n) **“Interest”** shall mean MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India as applicable on the date of Registration of the respective Project with the Authority plus 1%.
- (o) **“Limited Common Areas and Facilities”** shall have the same meaning as defined in the Apartment Act.
- (p) **“Maintenance Agreement”** means the agreement to be executed between the Maintenance Agency and / or Builder/ Developer and the Allottee / Association / Association of Project for maintenance of the Common Areas and facilities in the Project therein by the Maintenance Agency, as per format prescribed by the Builder/ Developer / Maintenance Agency.
- (q) **“Maintenance Agency”** shall have the meaning as ascribed to in the Para 11 hereof.
- (r) **“Maintenance Charges”** shall mean the charges payable by Allottee to the Maintenance Agency (in accordance with the demand raised by the Maintenance Agency) for the maintenance and upkeep of the Common Areas and facilities, but does not include;
  - (i) The charges for actual consumption of utilities in the said Apartment including but not limited to electricity, water, gas, telephone etc., which shall be charged on the basis of actual consumption on monthly basis or such other periods as may be specified by the Maintenance Agency; and
  - (ii) Any statutory payments, taxes etc., with regard to the said Apartment / said Building / said Project.
- (s) **“Para”** means a Para of this Agreement.
- (t) **“Party”** unless repugnant to the context, means a signatory to this Agreement and **“Parties”** unless repugnant to the context, means a collective reference to all the signatories to this Agreement.
- (u) **“Person”** includes any individual, sole proprietorship, partnership firm, unincorporated association, unincorporated syndicate, unincorporated organization, trust, HUF, body corporate, company (private / public limited / listed / unlisted), society and natural person(s) in his capacity as trustee, executor, administrator or other legal representative.
- (v) **“Project”** means the group of the buildings / towers out of the Project and other areas,

amenities & facilities as more clearly detailed and depicted in Schedule E.

- (w) **“Payment Plan”** as ascribed to in Schedule C.
- (x) **“Rules”** means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- (y) **“Reserved Car Parking Space(s)”** means car parking space(s) reserved for the Allottee for car parking as set out in Clause 1.15 of this Agreement.
- (z) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development Act, 2016.
- (aa) **“Project Land”** means the land as defined in Recital A.
- (bb) **“Section”** means a section of the Act.
- (cc) **“Super Area”** shall mean:
  - (i) the entire area of the said Apartment enclosed by its periphery walls, including half of the area under common walls between two flats, and full area of walls in other case; area under columns, cupboards, window projections and balconies; and
  - (ii) proportionate share of service areas to be utilized for common use of facilities, including but not limited to lobbies, staircase, circulating areas, lifts, shafts, passage, corridors, stilts, lift machine room, area for water supply, arrangement, maintenance, office, security / fire control rooms etc.

The above definition of Super Area is only for commercial reasons and the same would not be questioned in future by the Allottee(s). The sale price and Maintenance Charges are payable on the basis of Carpet Area. It is specifically made clear that the computation of Super Built Up Area of the said Apartment does not include the following:

- i) Sites for shops.
  - ii) Sites / Buildings / Area of Community facilities / Amenities like Club / Community centres, Creche, Health Centres, Milk booths, Police Posts, Electric Sub-station etc.
  - iii) Roof / top terrace above-apartments excluding exclusive terraces allotted to apartments / Penthouses.
  - iv) Covered / Open Car Parking Area within / around Buildings for allottees / visitors of the said Project.
- (dd) **“State”** shall mean the state of Uttar Pradesh.
- (ee) **“Total Price”** shall have the meaning as ascribed to it in Para 1.2.

#### **WHEREAS:**

- A. The Builder/Developer participated in the auction conducted by the New Okhla Industrial Development Authority (**“NOIDA”**) under a Scheme for Group Housing Plots in Sector 44 & 151, Noida (**“Scheme”**). The Builder/Developer successfully submitted the bids under the Scheme and was allotted the Plot (*defined herein*) by the NOIDA.
- B. Pursuant to a lease deed dated June 12, 2025 registered as Serial. No. 8236, Book No. I, Jild No. 13989 at Pages 129 to 168 in the office of Sub-Registrar I, Noida, Gautam Budh Nagar on June 13, 2025 (hereinafter collectively referred to as **“Lease Deed”**), Shirja Real Estate Solutions Private Limited (*the Builder/ Developer herein*) acquired leasehold rights, for a period 90 (ninety) years, over a group housing plot bearing no. GH-02, admeasuring 20,050 Sqr. Mtrs., situated at plot No. GH-02, Sector 151, Noida, Uttar Pradesh, the details of which are provided in **Schedule A** hereunder (**“Project Land”**) from the New Okhla Industrial Development Authority (hereinafter referred to as **“Noida Authority”** / **“NOIDA”**) for development of a group housing project.
- C. The Project Land has been demised by NOIDA Authority on leasehold basis in favour of the Builder/ Developer, for a period of 90 (ninety) years commencing from 12.06.2025 for the purpose of construction / development of group housing project. The allotted Project Land is earmarked for the purpose of development of a Group Housing Project, comprising of Multi-

Storied Apartments / Buildings / having residential apartments.

- D. The Builder/ Developer is entitled to develop (and is developing) a group housing project known as ‘**Clove County**’ upon the Project Land (herein referred to as the respective “**Project**”).
- E. The following permissions and approvals have been obtained by the Builder/ Developer for the development of the Project upon the Project Land:
- a) No Dues Certificate bearing No. Noida/Accounts (Group Housing) 288 dated 22.05.2025
  - b) Fire NOC No. UPFS/2025/168605/GBN/GAUTAM BUDDH NAGAR/34709/JD dated 12.08.2025
  - c) Structure Stability Certificate Ref No.: CG/03/010/2025 dated 04.08.2025
  - d) EC Proposal No. IA/UP/INFRA2/545701/2025 dated 23.07.2025
  - e) Airport Authority of India NOC ID AAI/RHQ/ANR/ANOC/2025/861/2873-76
- F. The Allottee of the Apartment herein, after having demanded, seen and examining all the necessary documents and deeds, including Lease Deed, letter of possession of the Project Land, allotment letter, approved sanction plans, etc., has fully acquainted and satisfied themselves with the title of the Builder/ Developer and the development rights of the Builder/ Developer over the said Project Land, tentative building plans, and other relevant documents, and as to their lawful right to construct the said residential / group housing complex and permissible commercial spaces etc., thereon, and further to sell the apartments to be constructed on the said Project Land, and having fully understood all limitations and obligations of the Builder/ Developer, has applied to the Builder/ Developer for allotment / purchase of a residential flat / apartment / in the said complex and the Builder/ Developer has agreed to allot / sell the same to the Allottee on the terms mutually agreed and as recorded hereinafter.
- G. The Allottee hereby confirms that they have understood that the Project shall be developed as standalone Projects, in such manner that the Project / tower in which the Apartment is located, alongwith the common areas, amenities, club and other services for such Project / tower will be developed and handed over along with, common areas, amenities and facilities proposed to be developed in the Project.
- H. The development of the Project shall be carried out as described and depicted in the layout plan as sanctioned / approved by the NOIDA authority.
- I. The Allottee has also understood that the construction, structures, facilities and amenities and their earmarked uses (within the Project stated hereinabove) may be modified / amended by the Builder/ Developer in accordance with the approvals received / to be received from NOIDA and other competent authorities at any stage, as per the applicable laws, to which the Allottee shall have no objection, and such changes / modifications shall be binding on the Parties.
- J. The Builder/ Developer has undertaken / is in the process of undertaking construction and development of the Project, as per the approved plans received by it.
- K. The Allottee acknowledges that it shall be within the sole discretion and authority of the Builder/ Developer to carry out further construction / development upon the Project Land in accordance with the sanction plans. The Builder/ Developer agrees and undertakes that it shall not make any changes to the approved plans except in strict compliance with section 14 of the Act and other laws as applicable. The drawings and the plans of the Project have been displayed at the Project’s site office, at the Marketing & Sale Office and on the official website of the Builder/ Developer and also on the website of Authority.
- L. The Parties have gone through all the terms and conditions set out in this Agreement and

understood the mutual rights and obligations detailed herein.

M. The Parties hereby confirm that they are executing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable in the State and related to the Project.

N. The Builder/ Developer has registered the Project under the provisions of the Act with the Authority bearing registration no. \_\_\_\_\_.

O. In accordance with the terms and conditions set-out in this Agreement and as mutually agreed upon by and between the Parties, the Builder/ Developer hereby agrees to sub-lease and the Allottee hereby agrees to purchase the Apartment, the particulars of which have been set-out above.

### IN RESPECT OF

Residential Flat / Apartment bearing No. \_\_\_\_ having Approx \_\_\_\_ sq. mtr. (\_\_\_\_ sq. ft.) of Carpet Area, \_\_\_\_ sq.mtr (\_\_\_\_ sq. ft.) of Super Area, Approx. \_\_\_\_ sq. mtr. (\_\_\_\_ sq. ft.) of Built-Up Area, and approx. \_\_\_\_ sq. mtr. (\_\_\_\_ sq. ft.) of balcony / terrace area on \_\_\_\_ Floor in Block / Tower / Building No. \_\_ along with \_\_\_\_\_ parking(s) (hereinafter referred to as the “Apartment” and more particularly described in **Schedule A** and the Floor Plan of the Apartment is annexed hereto and marked as **Schedule B**, situated in the Sector 151, Noida, Uttar Pradesh of the project named ‘Clove County’ to be constructed / under construction by the Builder/ Developer on group housing plot No. GH-02, Sector 151, Noida, District Gautam Budh Nagar, Uttar Pradesh, admeasuring 20050 sq. mtrs.

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

### TERMS:

#### 1.1 Description of Apartment

1.1.1 Subject to the terms and conditions as detailed in this Agreement, the Builder/ Developer agrees to convey / transfer / sub-lease to the Allottee, and the Allottee hereby agrees to take the said Apartment as specified in Para 1.2 from the Builder/ Developer as per terms contained hereunder. A brief description of the Apartment is attached as **Schedule A** and floor plan as **Schedule B**.

1.1.2 Both the Parties confirm that they have read and understood the provisions of Section-14 of the Act.

The Builder/ Developer has allotted the apartment as above mentioned at the Total Price (“**Total Price**”) based on the Carpet Area, as per details below, and payable as per the agreed payment plan.

1.	The Total price for the Apartment Excluding GST based on the	
2	carpet area is Rs. _____ / - (_____ Only) (“ <b>Total Price</b> ”):	
	Block / Building / Tower	
	Apartment no.	

Type	
Floor	
Carpet Area	
Balcony Area	
Terrace Area	
Built Up Area	
Super Area	
Basic cost @ Rs _____ per Sq ft of Carpet Area	
Parking	
Club membership	
IFMS	
Lease Rent	
PLC If any	
Power Backup 20 KVA	
Total Cost without GST	
GST@ 5 % as per current rates	
Total Cost including GST	
* Other than the above, Electric Meter Connection Charges / Electrification / Electrical Infra Development Charges, Water & Sewerage Charge, IGL Connection Charges or any another government levies shall be paid by the Allottee on demand.	
* The above amount of GST is being calculated on prevailing rate 5%, which may increase or decrease as per government policy.	

<b>Explanation:</b>	
<b>(i)</b>	The Total Price above includes the Booking Amount (defined below) paid by the Allottee to the Builder/ Developer towards the Apartment;
<b>(ii)</b>	<p>The Total Price above includes Taxes (consisting of tax paid or payable by the Builder/ Developer by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Builder/ Developer, by whatever name called) up to the date of offer of handing over of the possession of the Apartment to the Allottee, after obtaining the occupancy certificate / part occupancy certificate, as may be applicable, for the building:</p> <p>Provided that in case there is any change / modification in, or the imposition of new taxes, charges, fees, levies etc., the subsequent amount payable by the Allottee to the Builder/ Developer shall be increased / reduced based on such change / modification. But if the Builder/ Developer has not charged GST from the Allottee or has allowed a rebate / discount on account of GST or the same has been accounted for in price calculation, then the decrease, if any, in GST will be first adjusted against such rebate / discount and any surplus still available after such adjustment, shall be passed back to the Allottee:</p> <p>Provided further that if there is any increase in the taxes, charges, fees, levies etc., after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project</p>

	by the Authority, as per the Act, for period post the scheduled date of completion, the same shall not be charged from the Allottee save and except in case of delay in completion due to Force Majeure conditions ( <i>defined below</i> ).
(iii)	The Builder/ Developer 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 Builder/ Developer within the time and in the manner specified therein. In addition, the Builder/ Developer shall provide to the Allottee the details of the taxes, charges, fees, levies etc., paid or demanded along with the acts / rules / notifications together with dates from which such taxes, charges, fees, levies etc. have been imposed or become effective.
(iv)	The Total Price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, taxes, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the Common Areas.
1.3	<p>(i) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of increase in carpet area, development fee / charges (including EDC and IDC), increase in premium payable to NOIDA Authority on account of land premium or on any other account, increase in taxes and any other costs, charges, levies, fee etc. payable to the competent authority, any other fresh / new taxes, charges, levies, fees etc., which may be levied or imposed by the competent authority from time to time and any additional amounts payable by the Allottee in terms of this Agreement.</p> <p>(ii) The Builder/ Developer undertakes and agrees that while raising a demand on the Allottee for increase in development fee, cost / charges, taxes, security deposits, levies etc. imposed by the competent authorities, the Builder/ Developer shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee and the demand made by the Builder/ Developer on the Allottee on proportionate basis with regard to development charges, costs, charges, taxes, fees, levies etc. shall be final and binding on the Allottee;</p> <p>(iii) Provided that if there is any new imposition or increase of any development fee after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, for the period post the schedule date of completion, the same shall not be charged from the Allottee, save and except in case of delay in completion due to Force Majeure conditions.</p> <p>(iv) The Allottee agrees that in case after the date of offer of possession of the said Apartment has been made by the Builder/ Developer to the Allottee, any and all levies, charges, taxes, fees, duties house tax, water tax, sewerage tax, electricity charges, municipal tax, wealth tax, service tax or any other taxes or charges, of any nature whatsoever, in respect of the Apartment, demanded by the competent authority, whether with retrospective effect or prospective effect, shall be paid by the Allottee on demand to the authority, without any recourse to / liability on the Builder/ Developer, as the same is not included in the Total Price as per Para 1.2 (iv) above. However, in the event if the Builder/ Developer is required to make payment of such levies, charges, taxes, fees, house / property tax, duties etc., to the competent authorities, then the Allottee shall be liable to reimburse the same on proportionate basis (along with Interest) as per demand raised by the Builder/ Developer.</p> <p>(v) The Allottee agrees that if the development charges, taxes, cost, charges, fees, levies, etc. or any increase thereof is not paid by the Allottee, then the non- payment of such cost, charges, fees, levies etc., shall be treated as unpaid consideration as per this Agreement and the Builder/ Developer shall be entitled to receive / recover the same with interest, penalty and / or to cancel the allotment and terminate this Agreement.</p> <p>(vi) It is also clearly understood by the Allottee that if the appropriate government /</p>

	<p>competent authority imposes, or raises any demand for, any development charge, tax, cost, charge, fee, levies, etc. after the execution of sub-lease deed in favour of the Allottee then notwithstanding anything contrary contained herein and the assertions made in the sub-lease deed, then the Allottee shall be liable to pay the same on proportionate basis, and any unpaid development charge, tax, cost, charge, fee, levy, etc. shall be deemed to be the unpaid sale price of the Apartment and the Builder/ Developer shall have the first charge / lien on the said Apartment for recovery of such charges.</p> <p>(vii) The Allottee has understood and agreed to pay any amount demanded / charged by the Builder/ Developer on account of any compensation charged / demanded by NOIDA or any other land acquiring / allotment authority on account of any compensation paid / payable by such authority, by whatever name called, to farmers / erstwhile land owners whether before possession or after possession / execution of sub-lease deed and / or on account of increase in land premium. The amount so demanded / charged by the Builder/ Developer from the Allottee shall be deemed to be the unpaid sale price of the Apartment and the Builder/ Developer shall have the first charge / lien on the said Apartment for recovery of such charges.</p> <p>(viii) The Allottee also agrees that if any provision of the existing and future laws, guidelines, directions etc. of any government authority or the competent authorities, court, tribunal etc., made applicable to the said Apartment / Project , requires provision of new / additional facilities / equipment / devices or their up-gradation or modification etc. (including but not limited to providing additional fire safety measures or electrical installations etc.), and / or increase in any type of securities to be paid by the Builder/ Developer / Allottee to the competent authorities, increase in deposits and charges and increase therefor for supply of electrical energy and any other additional charges which may be levied or imposed by any competent authority, court, tribunal etc. from time to time, then the cost of such additional devices, equipment, facilities or up-gradation, security, deposit, charges etc. shall also be borne and paid by the Allottee on proportionate basis, as and when demanded by the Builder/ Developer.</p> <p>(ix) The Allottee also agrees that the Builder/ Developer may modify, delete, improve any specification and / or facilities as mentioned in this Agreement due to technical reasons or in terms of prevailing law or for any other reasons beyond the control of the Builder/ Developer, provided the Builder/ Developer will provide specifications and / or facilities of equivalent standard / quality. The Allottee agrees that in case the specifications and / or facilities provided by the Builder/ Developer is of superior quality / standard, then the Allottee undertakes to make payment in respect of the same on proportionate basis, as and when demanded by the Builder/ Developer.</p>
1.4	The Allottee(s) shall make the payment as per the payment plan set out in <b>Schedule C (“Payment Plan”)</b> .
1.5	<p>It is agreed that the Builder/ Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities as described in Schedule D and Schedule E in respect of the Apartment or building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act or as per approvals / instructions / guidelines of the competent authorities.</p> <p>Provided that the Builder/ Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act or as per approvals / instructions / guidelines of the competent authorities.</p>
1.6	(i) The Builder/ Developer shall confirm to the Allottee, the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion / occupancy / part occupancy certificate (as applicable) for the building / tower / Project is granted by the competent authority, by furnishing details of the changes, if any, in

	<p>the carpet area. The Total Price payable for the carpet area of the Apartment shall be recalculated upon confirmation by the Builder/ Developer.</p> <p>(ii) If there is any reduction in the carpet area of the Apartment, then the Builder/ Developer shall first adjust the same from the balance payment payable by the Allottee; thereafter, extra / surplus money still available, if any, will be refunded to the Allottee within forty-five days with annual interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India as applicable on the date of registration of the respective Project (where the Apartment is situated) with Authority plus 1% i.e. 8.75% (3 yrs) + 1% effective rate = 9.75%, unless provided otherwise under the rules (“Interest”) to be calculated from the date when such reduction of carpet area has been informed to the Allottee and to be payable on the excess amount paid by the Allottee.</p> <p>(iii) If there is any increase in the carpet area of the Apartment, which is not more than 3% (three percent) of the carpet area of the Apartment allotted to Allottee, the Builder/ Developer can demand such amount from the Allottee as per the next milestone of the Payment Plan (Schedule C).</p> <p>(iv) However, where the increase in the carpet area of the Apartment is more than 3% (three percent) of the carpet area of the Apartment allotted to the Allottee, the Builder/ Developer can demand such amount from the Allottee as per the next milestone of payment plan (Schedule C). In such case, the Allottee may choose to either pay towards such increase or may opt out and request for cancellation of the allotment. Where the Allottee requests for cancellation of the allotment of the Apartment under this para / clause, the Allottee shall be entitled to the refund of entire monies paid by the Allottee to the Builder/ Developer without forfeiture of the Booking Amount, however, after: (a) deducting the amount of taxes (or any brokerage fee / commission) paid by the Allottee towards the Apartment and, (b) execution and registration of deed of cancellation recording the cancellation of the Allotment.</p> <p>(v) 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. The Allottee agrees and confirms that the Builder/ Developer shall refund the balance amount payable by it under this para only upon the re-allotment of the said Apartment and on receipt of the payment from the new allottee. The Builder/ Developer shall inform the previous Allottee, the date of re-allotment of the said Apartment.</p>
<b>1.7</b>	Subject to Para 1.3, the Builder/ Developer agrees and acknowledges that the Allottee shall, upon execution of the sub-lease deed, have the right to the Apartment as mentioned below:
<b>(i)</b>	The Allottee shall have exclusive ownership of the Apartment;
<b>(ii)</b>	The Allottee shall also have undivided proportionate share in the Common Areas of the Project. Since the share / interest of Allottee in the Common Areas of the Project is undivided and cannot be divided or separated, the Allottee shall use the Common Areas and Facilities along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. The use of Common Areas and Facilities by the Allottee shall be subject to timely payment of the maintenance charges and further the compliance of applicable rules and regulations and upon terms and conditions mentioned in the maintenance agreement and as prescribed by the Builder/ Developer or Association, from time to time. It is clarified that the Builder/ Developer shall handover the Common Areas to the Association (in the manner stated hereunder) after duly obtaining the completion / occupancy certificate from the competent authority as provided in the Act;
<b>(iii)</b>	That the computation of the Total Price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, lift, and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas of the Project and includes cost for providing / developing / constructing all other

	<p>facilities, amenities and specifications to be provided within the Apartment, as more clearly detailed in Schedule D and Schedule E attached hereto.</p> <p>The Total Price does not include the cost of providing electric wiring, electrical infrastructure development charges, electrical connectivity to the Apartment and the same shall be payable by the Allottees, as payable / demanded by State Electricity Board / PVVNL / UPPCL / competent authority / Builder/ Developer at the time of offer of possession of the Apartment.</p> <p>Similarly, the cost of maintenance charges can be fairly decided at the time of offer of possession of the Apartment and therefore not included in the Total Price.</p> <p>Further, the Total Price does not include the cost / charges in respect of GAS connection and supply, Water and Sewerage Connection Charges and Broadband Charges as the same would have to be paid to the respective service provider / competent authority as per their demand at the relevant time and therefore, not capable of fixation as on date and to be included in the Total Price.</p>
<b>1.8</b>	<p>The Allottee has the right to visit the Project site once in 3 (three) months to assess the extent of development of the Project and his Apartment subject to the following:</p> <p>The Allottee shall seek prior written appointment from the Builder/ Developer regarding the site visit and shall comply with the necessary rules / procedure laid for such visits;</p> <p>The Builder/ Developer / construction contractor / site in-charge shall not be responsible or liable for any loss, damage, injury, accidental death etc., suffered by the Allottee / its authorized representative; during such site visits unless the same is caused due to gross negligence and wilful misconduct of the Builder/ Developer / construction contractor / site in-charge.</p>
<b>1.9</b>	<p>It is made clear by the Builder/ Developer and the Allottee agrees that the Apartment along with reserved car parking space(s), whether covered or otherwise, shall be treated as a single indivisible unit for all purposes.</p> <p>It is agreed that the Project is an independent, self-contained real estate project falling within the Project Land and is not a part of the other / adjoining project or zone. The common facilities and amenities and essential services of the Project may be interlinked / combined / interconnected with other towers of the Project for the benefit of the Allottee(s).</p> <p>It is clarified that Project's facilities and amenities, other than declared as independent areas or limited common areas and facilities in deed of declaration to be filed by the Builder/ Developer under the Apartment Act, shall be available only for use and enjoyment of the allottees of the Project.</p> <p>It is also made clear that the rights and interest of the Allottee (as stated under this Agreement) shall be limited to the Project, and nothing contained under this Agreement or otherwise shall be deemed to grant to the Allottee any rights or interests in the common areas and facilities of the other projects.</p>
<b>1.10</b>	<p>The Builder/ Developer agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings including land cost, ground rent, municipal or other local taxes, including mortgage loan taken by Builder/ Developer, if any, 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 Builder/ Developer fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Builder/ Developer</p>

	<p>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.</p>
1.11	<p>The Allottee has paid a sum of Rs. _____/- ( _____ Only) (subject to realisation) towards booking amount (“<b>Booking Amount</b>”) being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Builder/ Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Builder/ Developer within the time and in the manner specified therein:</p> <p>Provided that if the Allottee delays in payment towards any amount which is payable by him under this Agreement, he 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 as applicable on the date of Registration of the project within which the Apartment is situated, with UPRERA Authority plus 1% i.e. _____% + 1% effective rate = _____% p.a.</p>
1.12	<p>Exclusions from the scope of this Agreement:</p> <p>(i) It is clarified that the Allottee shall not have any ownership right on the areas declared as independent areas or Limited Common Areas and Facilities as declared by the Builder/ Developer in the deed of declaration filed with the competent authority under the Apartment Act. The right to use such independent areas and Limited Common Areas and Facilities within the Project shall be limited to the allottee(s) who have been specifically authorized to use such independent areas / Limited Common Areas and Facilities. The Builder/ Developer shall be entitled to regulate the usage of the independent areas / Limited Common Areas and Facilities and dispose of the same as it may deem fit.</p> <p>(ii) The Allottee agrees and understands that certain portions of the said Project Land are earmarked for the provision of construction of shops, commercial premises / buildings, stores, worship place or other independent areas etc. which is, or may be, approved in the layout plan of the Project by the government authority (ies).</p> <p>(iii) The Allottee acknowledges and agrees that the Allottee has not paid any amount towards such facilities, amenities, areas, etc. and as such they shall not have any ownership right or title or interest of any kind in any such, shops, commercial premises / buildings, stores and for that matter any area specifically earmarked as independent areas in the deed of declaration to be filed by the Builder/ Developer under the Apartment Act etc., constructed or developed on the said Project Land. The ownership of such facilities, amenities, areas, etc. shall be with the Builder/ Developer, and the Builder/ Developer shall be free to deal with and dispose of the same on such terms and conditions, as it may deem fit, including their usage and manner / method of use, disposal etc., creation of rights, in favour of any third party / Person by way of sale, transfer, sub-lease, joint venture, collaboration or any other mode including transfer to government, semi- government or any other person.</p> <p>(iv) The Allottee further acknowledges and agrees that they shall not have any right to interfere in / obstruct / hamper (i) the operation and management of, shops, commercial premises / buildings, worship place, stores, etc. as well as of independent areas in the Project, and / or (ii) in creation of rights by Builder/ Developer in favour of any third party / Person by way of booking, allotment, sale, transfer, lease, collaboration, joint venture etc. in respect of above or any other mode including transfer to Government, any other authority, body, any person, entity, institutions, trusts or any local bodies, which the Builder/ Developer may deem fit proper.</p> <p>(v) The Allottee shall have no right to object to the location of the areas, facilities, and amenities mentioned in para / clauses above as may be decided by the Builder/ Developer and approved by the competent authority and shall not have any right, title or interest in any form or manner in the land earmarked for the same. Further, the Allottee agrees not to have</p>

	<p>any claim or right in any commercial premises or interfere in the matter of booking, allotment and sale of shops, commercial premises / spaces / units, / convenient shopping centres or in the operation and management of shops / convenient shopping centre, commercial premises / spaces / buildings etc.</p> <p>(vi) It is made clear by the Builder/ Developer and agreed by the Allottee, that the Builder/ Developer is responsible only to undertake the developments within the boundaries / periphery of the Project and shall not be liable for any developments / progress outside the boundaries of the Project. It is also clarified that all land(s) earmarked by the Builder/ Developer in the lay out plan as public roads, public streets (falling outside the periphery / boundary of the Project) are for use by general public and are clearly outside the scope of this Agreement, and the Allottee shall have no right of any nature whatsoever in such lands.</p>
<b>1.13</b>	<p>The Allottee acknowledges and confirms that the Builder/ Developer has / have readily provided requisite information and documents to the Allottee for clarifying that the Project consists of construction of various buildings / towers, and that several community and commercial facilities and amenities shall also be developed as part of Project. The facilities and amenities, which would be developed with the construction of subsequent buildings / towers will be available for use to the Allottee (along with other allottees / occupants of the Project) only after completion of the respective Building / towers / Project. The use of Common Areas and other facilities and amenities in the Project shall be subject to the terms and conditions of this Agreement and other policies, guidelines, rule and regulation etc., framed by the Builder/ Developer / Maintenance Agency / Association of the Project, from time to time, in this regard, and payment of Maintenance Charges, fees, etc.).</p>
<b>1.14</b>	<p>The Allottee hereby further agrees that non-completion or non-operation of clubhouse, or any facility in the clubhouse or any other facilities to be developed in the Project shall not be a ground for not taking possession of the said Apartment or withholding any payment. The Allottee further acknowledges and agrees that common areas, facilities, amenities in such Project will be developed by the Builder/ Developer, at its discretion, as per applicable and permissions and approvals laws.</p>
<b>1.15</b>	<p><b>Reserved Car Parking Space:</b></p> <p>(i) The Allottee shall have right of usage in respect of Reserved Car Parking Space(s). The location of the Reserved Car Parking Space(s) shall be identified and allocated by the Builder/ Developer at the time of handover of possession of Apartment to the Allottee, subject to statutory rules and regulations.</p> <p>(ii) The Reserved Car Parking Space(s) forming a part of the Apartment is bundled with and deemed to be part and parcel of the said Apartment and the same shall not be independent or detached from the said Apartment. The Allottee undertakes not to sell / transfer / deal with or part with possession of the reserved parking space independent of the said Apartment and further undertakes that she/he shall not modify or make any changes or cover the Reserved Car Parking Space(s) or divert the usage of the said Reserved Car Parking Space(s) in any manner whatsoever at any point of time. The Allottee undertakes to park his vehicle in the Reserved Car Parking Space(s) and not anywhere else in the Project / Project. The Allottee agrees and confirms that in the event of cancellation or resumption of the said Apartment under any of the provisions of this Agreement, the Reserved Car Parking Space(s) along with additionally allotted parking space(s), if any, to him shall automatically be cancelled or resumed as the case may be. No separate proceedings for cancellation or resumption of Reserved Car Parking Space(s) shall be initiated or followed by the Builder/ Developer independently in respect of the said Apartment in any manner whatsoever.</p> <p>(iii) The Allottee understands and acknowledges that the service areas in the basement of the said Building, the Project and / or anywhere else in the Project which are reserved / earmarked by the Builder/ Developer for services, use by maintenance staff earmarked by the Builder/ Developer to house services including but not limited to electric sub-station,</p>

transformer, DG set rooms, STP, waste segregation plant / space, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc., shall not be used by the Allottee for parking or any other purpose, of any nature whatsoever. All clauses pertaining to allotment, use, possession, forfeiture, cancellation etc., of the said Apartment shall apply mutatis mutandis to the Reserved Car Parking Space(s). The liability to pay for the Maintenance Charges as may be levied from time to time by the Maintenance Agency / Builder/ Developer on such Reserved Car Parking Space(s) shall be the responsibility of and payable by the Allottee. Any violation of this condition shall be a breach of this Agreement by the Allottee.

(iv) The Allottee may apply for additional parking space(s) in addition to the Reserved Parking Space(s) and the same may be provided by the Builder/ Developer, subject to the availability of additional parking space(s), on the prevailing rates and the Allottee undertakes to pay charges for such additional parking space(s) as per demand raised by the Builder/ Developer. It is clarified that any such additional parking space (s) also shall not be independent or detached from the said Apartment, as clarified hereinabove.

(v) The Allottee(s) agrees that in case of any additional / unsold / unallotted parking space available with the Builder/ Developer as per the approved plan in the Project complex; it shall be in the sole and exclusive discretion of the Builder/ Developer to deal with the same in any manner, including by way of allotment to any other allottee(s) by way of sale etc. and the Association shall not have any right in respect of such space nor shall raise any objection to this right of the Builder/ Developer.

(vi) The Allottee(s) shall use only light vehicles, below the height of the basement entry, for carrying any household goods etc. including for shifting purposes and shall make use of the lifts provided for the purpose from the basement area only and not from the ground floor of the towers in the Project.

(vii) It is further clearly understood by the Allottee that the Allottee shall have no right to use the car parking space other than the car parking allotted to him. No car / vehicle parking is allowed inside the Project except by those Allottees, who have been allotted the car parking space with the Apartment.

(viii) The Builder/ Developer has explained and the Allottee(s) has agreed that the specific area for the agreed car parking shall be decided at the time of giving of possession of the Apartment to the Allottee(s) including by the way of mechanical parking and further that the Builder/ Developer shall have the sole right to decide the same in its exclusive discretion including the mode of allotment.

(ix) It is further agreed that in case of a Allottee(s) has been allocated additional parking space at additional cost, such car parking space may be allotted in the discretion of the Builder/ Developer on back to back basis / mechanical parking and not by way of separate parking space for each car.

(x) That it is agreed and acknowledged by the Allottee(s) that to meet the requirement of additional car parking space in the event of additional construction / expansion undertaken in terms of the permission granted by NOIDA, for additional FAR; the Builder/ Developer may in its discretion, convert the existing car parking space in a manner to create additional space for car parking by and including and not limited to the use of mechanical parking technology; without however, disturbing the right of the buyer of the Apartment as to the allotted parking granted herein, to the Allottee herein.

(xi) The Builder/ Developer may, in compliance with applicable law and subject to available sanctioned load and overall technical feasibility, provide electrical charging facility

	<p>/ point(s) at the Reserved Car Parking Space(s) allotted to the Allottee. It is clarified that the Builder/ Developer shall not be obligated to provide such facility to the Allottee, and such provision shall be made by the Builder/ Developer on a best effort basis. It is further clarified that in case such facility is provided, the same shall be at the cost and expense of the Allottee (including installation and maintenance charges for wiring, connection meter etc.). Further, the Allottee shall be liable to make payment of electricity consumption charges to the Builder/ Developer / Maintenance Agency / competent authority as per applicable law. If desired by the Builder/ Developer, the Allottee shall execute necessary agreement (car parking agreement etc.) in respect of the same.</p>
<p><b>1.16</b></p>	<p>The Allottee agrees and confirms that in the event allotment of the said Apartment is cancelled, for any reason whatsoever, then the Builder/ Developer shall be entitled to re-book, allot, sell, lease, sub-lease, transfer, deal with and / or dispose of the said Apartment, without any interference or objection from the Allottee or anyone claiming under him, irrespective of the fact that whether the Allottee has executed any cancellation deed and / or other cancellation documents or not; and the Allottee undertakes to provide requisite assistance and co-operation including signing of all document, agreements, etc., as may be required by the Builder/ Developer in this regard.</p>
<p><b>1.17</b></p>	<p>As a member of the club, the Allottee shall be liable to pay the annual fees / monthly / periodical charges as well as usage charges of the club facilities in accordance with the usages and services availed by the Allottee(s) in the club and the Allottee(s) shall be required to sign and execute necessary documents for the membership of the club which shall contain the detailed terms and conditions applicable to the members of the club and the Allottee(s) shall be bound by the same. The Allottee understands and confirms that the Allottee shall be entitled to use the club facility only if the Allottee pays the annual / monthly / periodical club charges as may be applicable from time to time.</p> <p>The proposed social club in the Project shall be managed by the Builder/ Developer or its nominee(s). The Allottee(s) shall have no right to interfere, in any manner, in the management / functioning of the club. The Builder/ Developer for smooth operation and management of the club and to provide amenities to the Allottee(s) in the nature of restaurant / banquet / salon etc. may give on license / lease basis to a third party, for the purpose such space as convenient, in the sole discretion of the Builder/ Developer.</p> <p>In all eventualities, the ownership of the club, its equipment, buildings, furniture and fixtures etc. and the title / rights / interest in the land underneath, shall always be that of the Builder/ Developer till the time the conveyance deed is executed in favour of Association irrespective of the fact whether its management is with the Builder/ Developer and or its nominee(s) or a third party appointed for the purpose.</p>
<p><b>1.18</b></p>	<p><b>PIPED GAS SUPPLY / WATER SUPPLY / ELECTRICITY / BROADBAND CONNECTIVITY</b></p> <p>(i) Each apartment in the Project shall be provided with piped gas supply, through a especially set-up network of pipes through IGL or any other agency / authority subject to its technical feasibility. The cost of setting up such network shall be borne by each of the flat owners / allottee (s) on pro-rata basis, as and when demanded by the Builder/ Developer. The Allottee shall also have to pay for such connection as well as consumption charges for availing the said facility, as may be decided later on, by the Builder/ Developer.</p> <p>(ii) The Allottee shall obtain electricity supply connection from the concerned authority at its/his/her own cost and expense. The Builder/ Developer / Maintenance Agency (as the case may be) may facilitate the installation of the connection or meters by the concerned authority and may develop the infrastructure so required within the building / tower where the Apartment is located. The cost for development / maintenance of such infrastructure shall be borne by the Allottee, and the Allottee</p>

	<p>shall make payments as per the demand raised by the Builder/ Developer and / or maintenance agency and / or the concerned authority. In case of any change in the electrical connection structuring (change from multi-point to single point or vice-versa) as per the policy of the concerned authority, the additional cost or expenses of such change shall be borne exclusively by the Allottee(s).</p> <p>(iii) The Builder/ Developer / Maintenance Agency shall install separate meter(s) for recording the consumption of electricity attributable to the Allottee for common areas of the Project, power back-up and maintenance charges. The Builder/ Developer / Maintenance Agency shall charge, in proportionate basis, such electricity consumption of the Allottee (for common areas including but not limited to lift(s), club, tower lobby(ies), common facilities etc. and power back-up consumed by the Allottee) and maintenance charges through prepaid system as per applicable law and policy of the concerned authority. The charges shall be fixed for electricity, club charges and power back-up, city level maintenance charges or any other charges decided by the Builder/ Developer / maintenance agency will be deducted through prepaid meter system.</p> <p>(iv) The electrical installation/transformers/E.S.S. equipment/diesel gensets and cables shall be designed considering the guidelines of diversity factor as published by the Electricity Act, 2003. The equipment shall be designed with cumulative sum of the sanction load of each unit multiplied with the diversity factor.</p> <p>(v) The Allottee(s) agrees that it shall compensate and pay to the Builder/ Developer such additional expenses / costs as may be incurred by the Builder/ Developer in making arrangements for supply of piped gas, supply of water and sewerage connection / electricity connection in addition to the connection charges, and the amount so advised by the Builder/ Developer shall be final and binding.</p> <p>(vi) Each Apartment shall be provided with Broadband Connectivity through a network of cables. The use of this facility shall be optional one and in case, the Allottee(s) chooses to avail the same, he shall have to pay installation / activation charges as well as usage charges on such rates / terms as may be determined later on.</p> <p>(vii) The Allottee(s) shall also pay proportionate charges for provisions of any other facility, not specifically mentioned in this agreement as may be required by any authorities or considered appropriate by the Builder/ Developer, including any increase in charges for an existing facility as circumstances may warrant, for provision and maintenance of such facility/ies.</p>
2.	<b>MODE OF PAYMENT:</b>
2.1	Subject to the terms of the Agreement and the Builder/ Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Builder/ Developer, within the stipulated time as mentioned in the Payment Plan [ <b>Schedule C</b> ] through A/c Payee cheque / demand draft / banker's cheque or online payment (as applicable) in favour of _____ payable at <b>NOIDA</b> :
2.2	For all payments through A/c Payee cheque / demand draft / banker's cheque, the date of clearance of such A/c Payee cheque / demand draft / banker's cheque shall be taken as the date of payment. For online payment the date of intimation by the Allottee to the Builder/ Developer regarding debit from his bank account shall be credit taken as the date of payment, and credit for the payment made will be given on actual credit of the amount from the bank and credit for such payments will be given to the Allottee on the date of such intimation by the Allottee post actual credit of the amount in the bank account of the Builder/ Developer.

	In case of outstation cheque / demand draft or wire transfer, any charges including collection charges debited by bank, shall be borne by the Allottee and will be debited to the Allottee's account. Further, the Builder/ Developer is not and shall not be liable for any currency exchange rate given by the bank (in case of foreign remittance). Builder/ Developer will credit Allottee's account with the amount credited in Builder/ Developer's account.
2.3	All the payments to be made by the Allottee shall be subject to realization of Cheque / Demand draft etc. In case of dishonour of any Cheque / Demand draft due to any reason whatsoever, the same shall amount to non-payment and shall constitute a default under this Agreement. In such an eventuality, without prejudice to the right and remedies available to the Builder/ Developer, the Builder/ Developer shall be entitled to and the Allottee shall be liable to pay the equivalent cheque amount along with the delayed interest and applicable bank charges to the Builder/ Developer. In case of first time of cheque being dishonoured, a sum of Rs. ___ / - (Rupees _____ Only) would be debited to the Allottee account in addition to the bank charges. This is without prejudice to the right of the Builder/ Developer to terminate this Agreement as a breach on the part of the Allottee.
2.4	The Allottee shall be issued a receipt by the Builder/ Developer against the delivery of every demand draft / cheque / online payment issued by the Allottee subject to the clearance of the payment. The receipt of the payment shall be issued by the Builder/ Developer in the name of the Allottee, irrespective of the fact that payment is being made by any other person or from any other account.
2.5	The Allottee further agrees that except as specifically expressed under this Agreement, the Builder/ Developer is not required to send reminder / notices to the Allottee in respect of the payment obligations and other obligations of the Allottee as set out in this Agreement to be met by the Allottee; and the Allottee is required to adhere to the timelines and comply with all its obligations on its own.
2.6	The Allottee shall make the payment to the Builder/ Developer after deducting Tax Deduction at Source ("TDS") as may be applicable and at the rate specified by the concerned governmental body or appropriate authority from time to time. At present TDS of 1% of Total Price shall be paid by the Allottee as per the provision of Section 194 IA of the Income Tax Act. The Allottee shall issue a certificate of deduction of tax in the prescribed form to the Builder/ Developer within 15 (fifteen) days from the date of deduction of TDS. The amount shall be credited to the account of the Allottee on submission of proof of payment / deposition of "TDS on purchase of property" to the govt. account and TDS certificate in Form-16 B. The payment / s made by the Allottee shall be deemed to be made after due compliance of all TDS, Service Tax / GST, VAT and / or any other taxes as may be applicable, and the Builder/ Developer shall not be under any liability / obligation to ensure the compliance of the same by the Allottee.
3.	<b>COMPLIANCE OF LAWS RELATING TO REMITTANCES FROM ABROAD:</b>
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 Builder/ Developer with such permission, approvals which would enable the Builder/ Developer 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 / her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she / it may be liable for any action under the Foreign Exchange Management Act, 1999 and / or other laws as applicable, as amended from time to time.
3.2	The Builder/ Developer accepts no responsibility in regard to matters specified in Para 3.1

	<p>above. The Allottee shall keep the Builder/ Developer 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 Builder/ Developer immediately and comply with necessary formalities, if any, under the applicable laws. The Builder/ Developer shall not be responsible towards any third party / Person making payment / remittances on behalf of any Allottee and such third party / Person shall not have any right in the application / allotment of the said apartment applied for herein in any way and the Builder/ Developer shall be issuing the payment receipts in favour of the Allottee only.</p>
<b>4.</b>	<b>ADJUSTMENT / APPROPRIATION OF PAYMENTS:</b>
<b>4.1</b>	The Allottee authorizes the Builder/ Developer to adjust / appropriate all payments made by him / her / its under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any; in his / her / its name and the Allottee undertakes not to object / demand / direct the Builder/ Developer to adjust his payments in any other manner.
<b>4.2</b>	The Builder/ Developer will be entitled to adjust and appropriate the amount paid by the Allottee first, towards the interest on overdue payments and thereafter towards any overdue payments or any outstanding demand and finally, the balance, if any, shall be adjusted towards the principal amount of current dues for which the payment is tendered and the Allottee agrees to accept such appropriation which shall be binding upon him.
<b>5.</b>	<b>TIME IS ESSENCE:</b>
<b>5.1</b>	The Builder/ Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the Association of the Building / Project or the competent authority, as the case may be.
<b>5.2</b>	Similarly, the Allottee agrees that the timely payment of instalments of the Total Price and other charges / dues and meeting of its obligations by him / her / it, is the essence of this agreement and that he / she / it shall make the timely payments as obligated; as any delay would hamper the development of the Apartment, the Project as per the agreed Payment Plan [Schedule C], subject to the simultaneous completion of construction by the Builder/ Developer as per construction schedule.
<b>6.</b>	<b>CONSTRUCTION OF THE PROJECT / APARTMENT:</b>
	<p>The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Builder/ Developer. The Builder/ Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities.</p> <p>Subject to the terms in this Agreement, the Builder/ Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the NOIDA and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act or as per approvals / instructions / guide lines of the competent authorities, and breach of this term by the Builder/ Developer shall constitute a material breach of the Agreement.</p>

<p>7</p> <p>7.1</p>	<p><b>POSSESSION OF THE APARTMENT:</b></p> <p>Schedule for completion of the said Apartment and offer of possession–</p> <p>(i) The Builder/ Developer agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association of the Project or the competent authority, as the case may be, is the essence of the Agreement. The Builder/ Developer will endeavour to complete the construction of the Building (as per bye laws of the NOIDA) along with ready and complete Common Areas with all specifications, amenities and facilities of the Project on or before ___, which is the date provided by the Builder/ Developer at the time of registration of the Project with the Authority (“<b>Completion Date</b>”), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, and / or any order / directions by any competent Court or other competent authorities, tribunal, commission, board etc., government policy, guidelines, bye laws, decisions, etc. or for any unforeseen reason beyond the control of the Builder/ Developer, affecting the regular development of the real estate Project (“<b>Force Majeure</b>”).</p> <p>(ii) Where the completion of the Apartment / Building / Project delayed due to the Force Majeure conditions then the Allottee agrees that the Builder/ Developer shall accordingly be entitled to the extension of time for completion of the Project and correspondingly 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.</p> <p>(iii) The Allottee agrees and confirms that, in the event it becomes impossible for the Builder/ Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Builder/ Developer shall refund to the Allottee the entire amount received by the Builder/ Developer from the allotment within one hundred and twenty (120) days from that date or such other extended period as may be provided in the Rules, subject to execution and registration of cancellation deed and other documents as may be required by the Builder/ Developer for cancellation of this Agreement. The Builder/ Developer shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he / she shall not have any rights / claims etc. of any kind whatsoever against the Builder/ Developer and that the Builder/ Developer shall be released and discharged from all its obligations and liabilities under this Agreement. The Allottee agrees that he / she / it / they shall not have or make any claim against the Builder/ Developer or otherwise except for refund of money paid by the Allottee. The Builder/ Developer will offer the possession as per procedure mentioned under Para 7.2.</p> <p>(iv) The Allottee acknowledges that the construction of remaining towers in the Project and other areas of the Project will be on going, and it can take further time in the completion of the said towers and other areas in the Project. The Allottee further acknowledges that the occupancy certificate in part could also be applied for a particular tower of the Project after completing the construction, depositing the requisite fee and obtaining NOC from all concerned departments. Therefore, the time gap after applying for occupancy certificate / part occupancy certificate and issuance of occupancy certificate / part occupancy certificate shall not be the reason for denial of taking the possession by the Allottee.</p> <p>(v) Any delay whatsoever be the reason, in issuance of the occupancy certificate / part occupancy certificate after the application for obtaining the same has been submitted by the Builder/ Developer to the competent authority, shall not be considered as any delay on account of the Builder/ Developer. The date of applying for the occupancy certificate / part occupancy certificate shall be presumed as the date of completion of construction.</p>
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	<p>(vi) The amenities like Road, Electricity, Sewer and Water supply shall be provided by the NOIDA or other concerned authority up to the boundary of said Project. The Builder/ Developer will carry out all the above mentioned amenities within the boundary of the said Project i.e. internal development of the Project. The delay in providing the above said facilities on the part of the NOIDA Authority / concerned authority shall not be considered as the delay on part of the Builder/ Developer.</p>
<b>7.2</b>	<b>Procedure for taking possession</b>

	<p>(i) The Builder/ Developer, upon obtaining the completion certificate / occupancy certificate / part occupancy certificate (as applicable) of the Building (where the Apartment is situated) from the competent authority, shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 1 <b>(one)</b> month from the date of issue of such completion certificate / occupancy certificate / part occupancy certificate (as applicable).</p> <p>(ii) The Allottee shall be required to <b>(a)</b> inspect the said Apartment and submit snags / deficiencies list to the Builder/ Developer, and <b>(b)</b> complete their full and final payment towards the total price and clear all / any other pending dues, amounts, instalments, charges, interest, etc. (as provided in the offer for handover of possession); within a period of <b>1 (one)</b> month from the date of offer of handover of possession given by the Builder/ Developer. After submission of snag list and full and final payment of all pending dues, amounts, instalments, charges, interest, etc. by the Allottee, the Builder/ Developer will commence the fit outs in the said Apartment.</p> <p>(iii) The process of fit outs of the Apartment generally takes a period of about <b>60 days</b> from the date of submission of snag list and full and final payment by the Allottee. However, the same will be done on first come first served basis, and the period of completion of fit-out activities may vary accordingly, but in no case, it shall take more than <b>60 days</b> from the date of full and final payment and the date of submission of snag list (whichever is later) by the allottee. On or before completion of fit outs, the Allottee will be issued a notice for purchasing requisite stamp papers for execution of sub-lease deed. The Allottee shall purchase the stamp papers and deposit the stamp papers along with the legal fees with the Builder/ Developer within a period of 60 days from the date of notice by the Builder/ Developer. Apart from that applicable registration fee will also be payable by the allottee at the time of registration of the sub-lease deed with the registrar. The process of execution and registration of sub-lease deed will be done on first come first serve basis. The physical possession of the said Apartment will be handed over to the Allottee simultaneous to the execution and registration of the said sub-lease deed of the said Apartment in favour of the Allottee and execution of Maintenance Agreement and other requisite documents as may be required by the Builder/ Developer.</p> <p>(iv) The taking over of the possession by the Allottee shall be an acceptance by the Allottee that the Apartment has been completed as per the agreed specifications and to the satisfaction of the Allottee, and the Allottee shall not have any claim or dispute against the Builder/ Developer or its nominee for any item of the work / specifications etc.</p> <p>(v) The Builder/ Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, and documentation on part of the Builder/ Developer. The Allottee agrees to pay the Maintenance Charges, club subscription or any other charges as determined by the Builder/ Developer / Association, as the case may be, from the date of offer of possession and/or from the date of receipt of the occupation certificate, whichever is earlier by the Builder/ Developer. The Builder/ Developer shall handover the occupancy certificate / part occupancy certificate (as applicable) of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.</p>
7.3	<p><b>Failure of Allottee to take Possession of Apartment</b></p> <p>Upon receiving a written intimation from the Builder/ Developer as per Para 7.2, the Allottee shall take possession of the Apartment from the Builder/ Developer by executing necessary indemnities, undertakings, Maintenance Agreement, sale / sub-lease deed and such other documentation as prescribed in this Agreement and by making payments of all dues, charges, Interest etc., as specified in this Agreement to the Builder/ Developer, and the Builder/ Developer shall give possession of the Apartment to the Allottee.</p>

	<p>In case the Allottee fails to take possession within the time provided in Para 7.2, then such Allottee shall be liable to pay to the Builder/ Developer holding charges at the rate of Rs. 10/- per month per sq. ft. of Carpet Area of the Apartment for the period beyond 2 months till actual date of possession in addition to Maintenance Charges as specified in terms of Para 7.2; subject however to sub-clause (iii) herein below.</p> <p>The failure of the Allottee to take possession of the Apartment, shall be at the risk, cost and consequences of the Allottee and the mere holding of the Apartment by the Builder/ Developer in such circumstance, shall not make the Builder/ Developer responsible / liable to the Allottee / anyone on that count;</p> <p>The Allottee shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the said Apartment / said Building / said Project.</p> <p>This holding / waiting period from the date of the offer of possession and till the date of possession taken by the Allottee, shall not exceed the period of (months) 6 (Six) months and in the event of the Allottee failing to take possession within such time, shall entitle the Builder/ Developer to treat the allotment as cancelled at the instance of the Allottee and the consequences following the cancellation of the allotment as provided hereunder / In this agreement shall follow and be binding on the Allottee.</p>
7.4	<p><b>Possession by the Allottee –</b></p> <p>After obtaining the completion / occupancy / part occupancy certificate (as applicable) for the Building / Project, and handing over the physical possession of the Apartment to the Allottee, it shall be the responsibility of the Builder/ Developer to handover the necessary documents and plans, including those relating to the Common Areas, to the Association of the Project or the competent authority, as the case may be, as per the Applicable Law.</p>
7.5	<p><b>Cancellation by Allottee –</b></p> <p>Except as provided in para / clause 1.6 hereinabove with regard to the option of the Allottee to seek cancellation of the Apartment on account of his unwillingness to purchase the Apartment with increased carpet area and the conditions applicable in such case:</p> <p>(i) the Allottee shall have the right to cancel / withdraw his allotment of the Apartment in the Project and where the Allottee so proposes to cancel / withdraw from the Project without any fault of the Builder/ Developer, the Builder/ Developer herein is entitled to cancel the allotment of the said Apartment, terminate this Agreement in respect of the said Apartment and forfeit the:</p> <ol style="list-style-type: none"> <li>a) Booking Amount paid for the allotment,</li> <li>b) Interest liabilities on delayed payment payable by the Allottee,</li> <li>c) Interest / costs paid by the Builder/ Developer in respect of brokerage paid / payable by the Builder/ Developer and</li> <li>d) Statutory payments namely, GST, Service Tax, etc. paid by the Allottee.</li> </ol> <p>The Allottee agrees and confirms that the Builder/ Developer shall refund the balance amount (payable by it under this Para) upon re-allotment of the said Apartment as per payments received from the new allottee. The Builder/ Developer shall inform the previous allottee the date of re-allotment of the said Apartment.</p>

7.6	<p><b>Compensation</b></p> <p>The Builder/ Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.</p> <p>Except for occurrence of a Force Majeure event, if the Builder/ Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 (i); or (ii) due to discontinuance of his business as a Builder/ Developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Builder/ Developer shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate annual interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India as applicable on the date of registration of the Project with UPRERA Authority plus 1% i.e. ___% + 1% effective rate = ___%) including compensation in the manner as provided under the Act within forty-five days of it becoming due:</p> <p>Provided that where if the Allottee does not intend to withdraw from the Project, the Builder/ Developer shall pay the Allottee, annual interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India as applicable on the date of Registration of the respective Project with UPRERA Authority plus 1% i.e. ___% + 1% effective rate = ___% for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Builder/ Developer to the Allottee within forty-five days of its becoming due.</p> <p>It is clarified that, notwithstanding anything contained herein, in case of abandonment of the Project by the Builder/ Developer, the Allottee shall not be entitled to continue in the Project, and the Builder/ Developer will refund the amount received by him in respect of the Apartment with interest after deducting the taxes paid by the Allottee towards the Apartment in the manner as provided under the Act within forty five days of it becoming due.</p>
7.7	<p><b>TRANSFER / CHANGE OF NOMINEE</b></p> <p>(i) The Allottee shall not be entitled to transfer / assign his / her rights accrued under the present Agreement to any third party or to get his / her name substituted by another person without prior written consent of the Builder/ Developer, which consent may be given or denied by it in its sole discretion and the same shall be subject to applicable laws and notifications or any governmental directions as may be in force from time to time.</p> <p>(ii) Further, the Builder/ Developer may accord its consent to such transfer / substitution of name, subject to the condition that the administrative charges, as prescribed by the Builder/ Developer in this regard, from time to time, will be paid by the Allottee to the Builder/ Developer at the time of transfer / substitution of name. It is categorically stated and understood by the Allottee that the intended transferee / nominee / assignee of the Allottee shall be solely responsible and liable for all legal, monetary and other consequences, including and not limited to the liability / responsibility for payment of any stamp duty / penalty / levies / charges whatsoever etc. as applicable, that may arise for the reason of such transfer / assignment / nomination and the Builder/ Developer shall have no direct or indirect involvement or responsibility in any manner, whatsoever, in this regard or otherwise only for the reason of having accorded its consent to the request of the Allottee and charging of prescribed administrative charges in this regard.</p> <p>(iii) Any change in the name of the Allottee of the Apartment (including addition /</p>

	<p>deletion) as registered with the Builder/ Developer will be deemed as transfer for this purpose and shall be subject to the payment of administrative charges by the Allottee.</p> <p>(iv) Claims, if any, between transferor and transferee as a result of subsequent reduction / increase in the saleable / super area of the Flat or its location or otherwise will be settled between transferor and transferee and the Builder/ Developer will not be party to the arrangements between them or be liable for the same in any manner. It will be the sole responsibility of the Allottee also obtain permission of the Competent Authority, required, if any, for the transfer of the Apartment in his / her name and to pay such charges as may be levied for such transfer.</p> <p>(v) 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/Building shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and / or subsequent buyers / assignees of the said flat, as the said obligations go along with the Apartment/Building for all intents and purposes.</p>
<p><b>8</b></p> <p><b>8.1</b></p>	<p><b>REPRESENTATIONS AND WARRANTIES:</b></p> <p>The Builder/ Developer hereby represents and warrants to the Allottee as follows:</p> <p>(i) The Builder/ Developer has absolute, clear and marketable title with respect to the said Project Land; the Builder/ Developer has the requisite rights to carry out development of the Project upon the said Project Land and is in absolute, actual, physical and legal possession of the Project Land on which the Project has been / is being undertaken;</p> <p>(ii) The Builder/ Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;</p> <p>(iii) There is encumbrances upon the Project Land or the Project with bank “ _____ ”;</p> <p>(iv) There are no litigations pending before any Court of law or Authority with respect to the said Project Land, Project or the Apartment;</p> <p>(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Project Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Builder/ Developer has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, said Project Land, Building and Apartment and Common Areas;</p> <p>(vi) The Builder/ Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;</p> <p>(vii) The Builder/ Developer has not entered into any agreement for sale / lease / sub-lease and / or development agreement or any other agreement / arrangement with any person or any party with respect to the said Project Land, including the Project and the said Apartment which shall, in any manner, affect the rights of Allottee under this Agreement;</p> <p>(viii) The Builder/ Developer confirms that the Builder/ Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;</p> <p>(ix) At the time of execution and registration of the conveyance / sub-lease deed, execution of Maintenance Agreement and other documents as required by the Builder/</p>

	<p>Developer, the Builder/ Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee. The Common Areas will be handed over to the Association of the Project or the competent authority, as the case may be; after completion of the Project and issuance of occupancy certificate for the Project;</p> <p>(x) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the Project Land;</p> <p>(xi) The Builder/ Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion / occupancy / part occupancy certificate (as applicable) for the Building has been issued and offer of possession of Apartment along with the Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of the Project or the competent authority as the case may be, after issuance of occupancy certificate for the Project. At the time of handing over the maintenance of the Project to the Association of Project, (a) all existing lifts and lift rooms at terrace, (b) corridors, passages, parks, (c) underground and overhead water tanks, (d) firefighting equipment's with motor rooms, (e) single point distribution system with all liabilities, (f) Gen-sets, (g) Security Gates with intercom, and (h) other area falling under the Common Area specified in the deed of declaration to be filed by the Builder/ Developer under the Apartment Act, will be handed over to the Association of Project;</p> <p>(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Builder/ Developer in respect of the said Project Land and / or the Project.</p>
<p><b>8.2</b></p>	<p>The Allottee hereby represents and warrants to the Builder/ Developer as follows:</p> <p>(i) The Allottee is legally competent and has the necessary power and authority to execute, deliver and perform his / her / its obligations under this Agreement and all necessary approvals including any Governmental, regulatory or third party approval and other actions have been validly obtained to authorize such execution, delivery and performance.</p> <p>(ii) This Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms on the Allottee / anyone claiming under him / her / it.</p> <p>(iii) The execution, delivery and performance by the Allottee of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both), and the consummation by the Allottee of the transactions contemplated hereby or thereby will not conflict with, result in a breach of, or constitute a default under, any applicable law applicable to the Allottee or any contract or agreement to which the Allottee is a party or by which the Allottee may be bound, any agreement or commitment that prohibits the execution and delivery of this Agreement by the Allottee or the consummation of the transaction contemplated hereby.</p> <p>(iv) All the unsold spaces and the areas which are not part of the Common Areas shall continue to be the property of the Builder/ Developer and all rights related to such properties shall vest with the Builder/ Developer and are reserved with the Builder/ Developer for the said areas.</p> <p>(v) The Builder/ Developer shall have the right to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold apartment(s) within the said Project, and the</p>

	<p>Allottee shall have no right to raise objection or make any claims on this account.</p> <p>(vi) All the provisions contained herein and the obligations arising hereunder in respect of the said Apartment / said Building / said Project shall equally be applicable to and enforceable against any and all the occupiers, tenants, licensees and / or subsequent purchasers / assignees of the said Apartment, as the said obligations go along with the said Apartment for all intents and purposes.</p> <p>(vii) The Allottee shall not use or cause to be used any common area / facility / services for a purpose other than the respective intending uses.</p>
<p><b>9</b></p> <p><b>9.1</b></p>	<p><b>EVENTS OF DEFAULT AND CONSEQUENCES:</b></p> <p>Subject to the Force Majeure conditions / clause, the Builder/ Developer shall be considered under a condition of Default, in the following events:</p> <p>(i) The Builder/ Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Para 7.1(i) or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which the completion / occupation / part occupancy certificate, as the case may be, for the Building / Project has been issued by the competent authority, save the fit out time for the purpose rectification of snag points as pointed out by the allottee on inspection of the apartment including provision of some equipment / fixtures etc.</p> <p>(ii) Discontinuance of the Builder/ Developer's business as a Builder/ Developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.</p>
<p><b>9.2</b></p>	<p>In case of Default by Builder/ Developer under the conditions listed above, a non-defaulting Allottee is entitled to the following:</p> <p>(i) Stop making further payments to Builder/ Developer as demanded by the Builder/ Developer. If the Allottee stops making payments, the Builder/ Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee shall be required to make the next payment without any Interest; or</p> <p>(ii) The Allottee shall have the option of terminating the Agreement in which case the Builder/ Developer 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 [i.e. annual interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India as applicable on the date of registration of the Project with Authority plus 1% i.e. ___% + 1% effective rate = ___% unless provided otherwise under the Rules] within forty-five days of receiving the termination notice:</p> <p>(iii) Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, they shall be paid, by the Builder/ Developer, Interest, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Builder/ Developer to the Allottee within forty- five days of it becoming due. It is clarified that, notwithstanding anything contained herein, in case of abandonment of the Project by the Builder/ Developer, the Allottee shall not be entitled to continue in the Project, and the Builder/ Developer will refund the amount received by him from the Allottee in respect of the Apartment, with Interest after deducting the taxes paid by the Allottee towards the Apartment in the manner as provided under the Act within forty five days of it becoming due.</p>

<p><b>9.3</b></p>	<p>The Allottee shall be considered under a condition of Default on the occurrence of any of the following events:</p> <p>(i) In case the Allottee fails to make payments even after 2 (two) consecutive demand notices/ or reminder notices of 7 (seven) days each for such instalment issued by the Builder/ Developer as per the Payment Plan annexed hereto, and if such default by Allottee under this para continues for a period beyond 3 (three) consecutive months after the notice from the Builder/ Developer in this regard; or the Allottee is in breach of any of its obligations under this Agreement, the Act and / or Rules.</p> <p>It is clarified that notwithstanding anything contrary contained herein, in the event of delay in payment of any instalment by the Allottee, the Allottee shall be liable to pay Interest to the Builder/ Developer on the unpaid amount (annual interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India as applicable on the date of registration of the Project with Authority plus 1% i.e. ___% + 1% effective rate = ___%).</p> <p>(ii) In case of default by Allottee under Para 9.3(i), the Builder/ Developer may in its sole discretion cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to the Builder/ Developer by the Allottee by deducting the (i) Booking Amount, (ii) interest liabilities on delayed payment payable by the Allottee and (iii) and interest / costs paid by the Builder/ Developer in respect of brokerage paid / payable by the Builder/ Developer and statutory payments namely, GST, Service Tax, VAT, etc. paid by the Allottee and this Agreement shall thereupon stand terminated.</p> <p>Provided that the Builder/ Developer shall intimate the Allottee about such proposed termination at least thirty days prior to such termination.</p> <p>The Allottee agrees and confirms that the Builder/ Developer shall refund the balance amount payable by it under this para, upon re-allotment of the said Apartment on receipt of the payments from the new allottee and shall not be responsible / liable for payment of any further / additional amount on any account. The Builder/ Developer shall inform the previous Allottee, the date of re-allotment of the said Apartment.</p> <p>The Allottee acknowledges that upon cancellation of allotment of the Apartment by the Builder/ Developer, the Allottee shall have no right or interest of any kind whatsoever in the said Apartment and the Builder/ Developer shall be discharged of all its liabilities and obligations under this Agreement, and the Builder/ Developer shall have the absolute and lawful right to sell and deal with the said Apartment and the Reserved Parking Space(s) in the manner in which it may deem fit as if this Agreement had never been executed.</p>
<p><b>10.</b></p>	<p><b>SUB-LEASE / CONVEYANCE OF THE SAID APARTMENT:</b></p> <p>(i) The Allottee agrees that on receipt of Total Price of the Apartment as per Para 1. 2 along with other charges, costs, payments, interest, deposits, securities, etc. under this Agreement and subject to Para 1.3, the Builder/ Developer shall execute a sub-lease / conveyance deed in favour of the Allottee and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within (i) 3 months from the date of issuance of the completion / occupancy / part occupancy certificate, as the case may be, for the Building / Project, or (ii) within such other time as may be prescribed under applicable laws, or (iii) as per time lines agreed herein in preceding paras, whichever is later. Until a sub-lease / conveyance deed is executed and registered in favour of the Allottee, the Builder/ Developer shall continue to be owner of the Apartment.</p> <p>(ii) The Allottee shall be liable to pay all fees, duties, taxes, expenses, other costs, etc. including stamp duty, registration charges, transfer duty and all other incidental and legal</p>

	<p>expenses for the execution and registration of this Agreement as also the sub-lease / conveyance deed of the said Apartment. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 and the Registration Act, 1908, as amended from time to time.</p> <p>(iii) However, in case the Allottee fails to deposit the stamp papers and / or registration charges and legal fees within the period mentioned in the notice, the Allottee authorizes the Builder/ Developer to withhold possession and registration of the sub-lease / conveyance deed in his / her favour till the submission of the requisite stamp papers and registration charges and legal fees to the Builder/ Developer is made by the Allottee.</p> <p>(iv) The failure of the Allottee to comply with this and consequently the Builder/ Developer withholding the possession of the Apartment shall not absolve the Allottee of its obligations to the Builder/ Developer / Association / Maintenance Agency / competent authority including and not limited to the payment of the maintenance charges for the intervening period till the execution and registration of the conveyance / sub-lease deed in favour of the Allottee.</p>
<p><b>11.</b></p>	<p><b>MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:</b></p> <p>The Builder/ Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of the Project upon the issuance of the completion / occupancy / part occupancy certificate, as the case may be.</p> <p>The Allottee agrees to pay Advance Maintenance Charges (“AMC”) of the first two (2) years to the Developer in advance, before the execution of the sub-lease/ conveyance deed of the Apartment in its favour. Till the time the Association of the Project takes hand over of the said Common Areas as envisaged in this Agreement or prevalent laws governing the same, the Builder/ Developer shall have a right to appoint any agency / Person, at its sole discretion, (“<b>Maintenance Agency</b>”) for undertaking maintenance of Common Areas and facilities and providing other maintenance services as per terms and conditions set out in the Maintenance Agreement. The Builder/ Developer or the Maintenance Agency appointed by it shall have the right to recover applicable Maintenance Charges and other charges as set out in the Maintenance Agreement and the Allottee shall pay the same as demanded by the Builder/ Developer / Maintenance Agency.</p> <p>However, if the Association of the Project is not formed within 1 year of issuance of occupancy / part occupancy certificate, as the case may be, the Builder/ Developer will be entitled to collect from the Allottee, the maintenance charges as per the Maintenance Agreement. The execution of the Maintenance Agreement is mandatory.</p> <p>On the Association taking over the maintenance of the Project, the Builder/ Developer will pay to the Association, the balance amount available with it against the Maintenance Charges, and the amounts received by it towards the Interest Free Maintenance Security (IFMS), as mentioned hereunder. It is clarified that in the event the Association has been formed within the said 1 year period, but the Association fails to take handover of the Common Areas from the Builder/ Developer, for any reason whatsoever, then in such cases also, the Builder/ Developer will be entitled to collect from the Allottees the abovementioned Maintenance Charges and other charges as set out in the Maintenance Agreement.</p> <p>Builder/ Developer Builder/ Developer Builder/ Developer</p> <p>The Allottee undertakes to join the Association and pay the fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Builder/</p>

	<p>Developer for this purpose. The Allottee also undertakes to join the Association of Project, if and when formed by the Builder/ Developer or its nominee(s) for a part or whole of the Project. The Allottee undertakes not to join / form any other association of allottees or resident welfare association etc., by itself or in conjunction with other allottees of the said Project.</p> <p>It is agreed by the Allottee(s) that in addition to the payment of maintenance charges as per the Maintenance Agreement executed by it / them, the Allottee shall also deposit a sum calculated @ Rs. ___ - per sq. ft. of the super area of the apartment towards Interest Free Maintenance Security (IFMS), as replacement fund to be established for meeting the expenses relating to repair / replacement of capital equipment including such as lifts, pumping sets, water mains, electric cables, transformers, generators, fire-fighting installations, devices and equipment's, painting of exterior walls of the complex, major repairs of the common areas and facilities, as and when required to be attended to, in the absolute discretion of the Builder/ Developer .</p> <p>The internal maintenance of the Apartment in all respects shall be carried out by the Allottee at his own expenses and the Builder/ Developer shall have no responsibility in this respect.</p> <p>Till such time, the registered apartment owners association is formed in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance), Rules 2010, the Allottee agrees that the Builder/ Developer / the maintenance agency appointed by it shall be fully entitled to revise the charges for maintenance, and contribution towards IFMS, as and when required, from time to time, keeping in mind the increasing cost of manpower, material and other incidental expenses etc.</p> <p>The Allottee agrees and undertakes that he shall make the timely payment of all charges towards maintenance etc. as provided in this Agreement / Maintenance Agreement and in case of default, he shall be liable to pay interest on arrears as prescribed in the Maintenance Agreement and in case of continued default, the Allottee shall stand deprived of its right to use such common areas, services and facilities.</p> <p>In the event, the Allottee permits a third party to occupy his apartment under whatsoever arrangements between them, such third party shall also be bound to pay the maintenance charges as agreed herein and in case of his / its failure, it is the allottee who shall be responsible and liable to pay the due amounts in this respect.</p> <p>The contents of each apartment along with the connected structural part of the building shall be insured by the Allottee at his / her / its own cost against fire, earthquake etc. The Builder/ Developer, after handing over of the possession of a particular apartment, shall in no way be responsible for safety, stability etc. of the structure.</p>
12	<p><b>DEFECT LIABILITY:</b></p> <p>It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Builder/ Developer as per this Agreement for Sale / sub-lease deed relating to such development is brought to the notice of the Builder/ Developer within a period of 5 (five) years by the Allottee from the date of offer of possession or from the date of obligation of the Builder/ Developer to give possession to the Allottee, whichever is earlier; it shall be the duty of the Builder/ Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Builder/ Developer's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.</p> <p>The defect(s) caused on account of normal wear and tear and / or negligent use of the Apartment by the Allottee / occupiers without proper internal maintenance, vagaries of</p>

	<p>nature shall be exempted, and the Builder/ Developer shall not be responsible / liable in such cases.</p> <p>The Allottee acknowledges that a number of machines / equipment / products / services installed / provided by the Builder/ Developer have been outsourced by the Builder/ Developer in construction / development of the apartment / building / project including the installation of lifts / air condition units / DG sets / fixtures in the nature of fans, lights, wardrobes, kitchen equipment etc. etc. manufactured or provided by reputed vendors and such machines / equipment / products / services are supported by warranties for limited period. The Builder/ Developer shall not be responsible / liable for any manufacturing or other defects arising from / on account of the said machines / equipment / products / services and the Allottee / Association can approach such third parties directly for such warranty claims.</p> <p>The Allottee understands that materials used / installed in the Apartment such as natural stones, veneers, tiles and other similar materials, do not carry any warranties from the Builder/ Developer. The Allottee understands and acknowledges that such materials may carry natural variations such has difference in colour, grains, texture, facial cracks etc. The Allottee understands the same and shall have no objection for the same, and acknowledges that the same shall not be deemed to be defects or deficiencies on the part of the Builder/ Developer.</p>
<b>13</b>	<p><b>RIGHT TO ENTER THE APARTMENT FOR REPAIRS:</b></p> <p>The Builder/ Developer / Maintenance Agency / Association shall have rights of unrestricted access of all Common Areas, garages / covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Builder/ Developer, Association and / or Maintenance Agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.</p>
<b>14.</b>	<p><b>USAGE:</b></p> <p>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.</p> <p>Use of Basement and Service Areas:</p> <p>The Allottee(s) shall also always be bound and observe and comply with the terms and conditions of the Lease Deed executed by NOIDA in favour of the Builder/ Developer in respect of the Project Land especially with regard to the usage of the Apartment / building (s) / Project and undertake not to commit any act or omission which may in any manner result in breach of any of the terms and conditions of the said principal Lease Deed.</p> <p>The Allottee shall use the Apartment for residential purposes only.</p> <p>The Allottee undertakes not to (i) use the said Apartment or permit the same to be used for any purpose which is mentioned in the restricted / prohibited usage or (ii) use the same for any unlawful, illegal or immoral purposes, and / or (iii) do or cause to be done any act / omission which may cause, damage the environment, cause noise pollution, nuisance, damage, annoyance or inconvenience to the other Allottees / occupiers of adjoining</p>

	<p>apartments / areas / building. Any change in the specified usage of the Apartment, which is not in consonance with the usage as specified in this Agreement, rules prescribed by the Maintenance Agency or is detrimental to the public interest shall be material breach of terms and conditions of this Agreement by the Allottee.</p> <p>The Allottee shall also not use the Apartment in a manner that tends to cause damage to any flooring or ceiling or services of any apartment over, below, adjacent to his Apartment or causes interference to any adjacent building(s) or in any manner interfere with the use of spaces, passages, corridors, roads or amenities available for common use.</p> <p>The violation / breach of any terms and conditions in respect of the usage of the Apartment by the Allottee / its occupier shall hold the Allottee / occupier solely responsible and liable for any injury, loss or damage as may be caused for such violation / breach, including imposition of any penalty and the allottee / occupier shall indemnify and keep the Builder/ Developer / Maintenance Agency harmless in respect of the breach of its obligations in this regard.</p>
<b>15.</b>	<b>GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:</b>
<b>15.1</b>	Subject to Para 7 above, 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 staircase, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
<b>15.2</b>	The Allottee further undertakes, assures and guarantees that he / she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project / buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the 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.
<b>15.3</b>	<p>The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the competent authority / Builder/ Developer; and thereafter the Association and / or Maintenance Agency appointed by Association shall plan and distribute the same.</p> <p>The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.</p>
<b>15.4</b>	Upon handing over Apartment, the Allottee shall not make any structural alterations to the Apartment and / or effect any change to the plan or elevation and shall not enclose the balconies attached to the Apartment.
<b>15.5</b>	The Allottee shall not demolish the said Apartment or any part thereof nor will at any time make or cause to be made any construction / additions / alterations of whatever nature to the said Apartment or any part thereof.
<b>15.6</b>	<p>The Allottee shall not:</p> <p>(i) Sub-divide the said Apartment, sink any bore-well or dig any well in the Project and shall keep the surrounding areas of the Apartment neat and clean;</p>

	<p>(ii) construct, place or maintain any matter or thing upon, over or under the Common Areas nor throw / stack trash, garbage, excess materials of any kind on or about the Common Areas;</p> <p>(iii) Fix / install the air-conditioners / coolers at any place (other than the space(s) provided for, in the building design) including but not limited to open spaces, passage, Common Areas, or in the staircase and shall ensure that no water drips from any cooler / air conditioner;</p> <p>(iv) Use the common parts / areas of the Building for keeping / chaining pets, dogs, birds or for any storage of cycles etc. and not to block the common areas / parts of the Building in any manner whatsoever;</p> <p>(v) Create any encroachment on the Common Areas or any part thereof; or</p> <p>(vi) Keep battery, invertors / petrol, kerosene, generators, flowers, vessels, air conditioners, coolers etc. in the stairs or entrance or road or parking places;</p> <p>(vii) Do or act in any manner which directly or indirectly harms / is intended to harm the business reputation of the Builder/ Developer / defames the Builder/ Developer .</p>
<b>15.7</b>	The Allottee hereby agrees that allotment of Apartment is subject to the terms and conditions of the sanctioned plans, license, permissions etc., and he shall comply with sanctioned building plans, license, byelaws, guidelines, rules and regulations of the NOIDA / competent / any other government authorities as may be applicable to the said Apartment and comply with the same, from time to time, since after the date of the offer of possession of the Apartment and also to meet with all the requirements, requisitions and demands that have been notified / may be notified from time to time by the municipal authority / government authority or any other competent authority in respect of the Apartment. The Allottee further undertakes to be responsible and liable for any personal / individual action which would be in violation / deviation of the sanctioned plan, layout, building bye laws, guidelines etc. of the government authority as may be applicable to the said Apartment. The Allottee(s) shall keep the Builder/ Developer indemnified, secured and harmless against all such costs and consequences and all damages suffered arising on account of non- compliance with the said requirements, requisitions, demands and repairs.
<b>15.8</b>	The structure of the Building may be insured against fire, earthquake and militant action by the maintenance agency, and the cost thereof shall be payable by Allottee(s) as the part of the Maintenance Charges. The contents inside the said Apartment shall be insured by the Allottee at his / her / its own cost and expense. The Allottee(s) shall not do or permit to be done any act or thing which may (a) render void or voidable the insurance taken by the Builder/ Developer or (b) cause increase in premium payable in respect thereof.
<b>15.9</b>	The cost of insurance for the structure of the Building till offer for handover of possession is given to the Allottee is included in the Total Price of the Apartment. Thereafter, the cost of the Insurance for the structure of the Building would be payable by the Allottee(s) on proportionate basis in addition to the Maintenance Charges. The Allottee shall be liable and responsible to take appropriate all risk insurance policy for all fixtures, fitting, assets, equipment etc., inside the said Apartment, without any liability or responsibility on the Builder/ Developer.
<b>15.10</b>	The Allottee agrees that after handover of Apartment to the Allottee, the Allottee shall ensure that the Allottee / occupant of the Apartment is not in breach of any terms / conditions stipulated in the permissions and approvals granted in respect of the Project including without limitation License, sanctioned plans, FIRE NOC / permission, green building permission, environment and pollution permission etc.
<b>15.11</b>	The Allottee undertakes to do all acts, things, deeds including presenting himself, as may be required for the execution and registration of any deed / agreement / indenture / declaration in respect of the said Apartment and other relevant document(s) pertaining to parking

	space(s) (if any) as the Builder/ Developer so desire to comply with the provisions of the Act and other applicable laws.
<b>15.12</b>	The Allottee agrees and confirms that any non-observance of the provisions of this Para shall entitle the Builder/ Developer and / or the Maintenance Agency, to enter the Apartment, if necessary, and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
<b>16</b>	<b>COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:</b>
<b>16.1</b>	The Parties are entering into this Agreement for the allotment of the Apartment with full knowledge of all laws, rules, regulations, notifications applicable to the Project.
<b>16.2</b>	The Allottee hereby undertakes to comply with and carry out, from time to time, after taking possession of the said Apartment, all the requirements, requisitions, demands and repairs which are required by any development authority / NOIDA Authority / Government or any other competent authority in respect of the said Apartment at his / her / its own cost and keep the Builder/ Developer indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance, if any, with the said requirements, requisitions, demands and repairs.
<b>16.3</b>	The Allottee(s) after taking possession shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P Pollution Control Board / Water Commission / any other rules and regulations stipulated by State of U.P. or any other competent authority. The Allottee shall abide by all laws, rules and regulations of the Noida Authority / local authority / government / Government of India and of the Association of Allottees and shall be responsible for all deviations, violations or breach of any of the conditions of law / bye laws or rules and regulations after taking over the possession of the Apartment.
<b>17.</b>	<b>ADDITIONAL CONSTRUCTIONS:</b>  The Allottee acknowledges that the Builder/ Developer may undertake / make changes, additions, deletions or put-up additional structure(s) anywhere in the Project / Project Land after the building plan, layout plan, sanction plan and specifications, amenities and facilities have been approved / revised by the competent authority(ies), in accordance with the provisions of the Act.  It is clarified that the Allottee shall not have any right, title or interest of whatsoever nature in respect of the additional construction / structure and / or additional buildings in or around the Project / Project, which the Builder/ Developer may construct in order to utilize the additional FAR, permissible / sanctioned, if any, to the Project as permitted by the competent authority(ies).
<b>18.</b>	<b>MORTGAGE OR CHARGE:</b>  The Builder/ Developer shall have the right to raise loan / finance from any banks / financial institutions or any other lending parties and for this purpose create mortgage of the said Project Land and / or receivables from the Project in favour of one or more such lending parties. The Allottee shall have no right to object if any action / step is taken by the Builder/ Developer to raise and obtain finance. However, the Apartment shall be released of all such mortgages and encumbrances created by the Builder/ Developer before the execution and registration of sub-lease deed in favour of the Allottee(s).  After the Builder/ Developer executes this Agreement, he shall not mortgage or create a charge on the Apartment except for the receivables against the Apartment; and, if any such mortgage or charge is made or created then notwithstanding anything contained in any other

	law for the time being in force, such mortgage or charge shall not affect the right and interests of the Allottee who has taken or agreed to take such Apartment.
<b>19.</b>	<p><b>U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) ACT, 2010.</b></p> <p>The Builder/ Developer has assured the Allottee that the Project has been developed / is being developed in its entirety is in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.</p>
<b>20</b>	<p><b>BINDING EFFECT:</b></p> <p>Mere forwarding / providing a copy of this Agreement to the Allottee at the time of making application for allotment, by the Builder/ Developer does not create a binding obligation on the part of the Builder/ Developer or the Allottee; until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan, within 30 (thirty) days from the date of receipt of the copy of the Agreement by the Allottee and secondly, he / she / it presents himself for registration of the same before the concerned Sub-Registrar at Noida, as and when so intimated by the Builder/ Developer.</p> <p>In case of the non-compliance of the above, then the Builder/ Developer shall serve a notice on the Allottee calling upon him to rectify the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, the application made by the Allottee for allotment of the Apartment shall be treated as cancelled and all the sums deposited by the Allottee (the principal amount) in connection therewith, including the Booking Amount, shall be refunded to the Allottee without any interest or compensation whatsoever and the Allottee shall not have any further right or claim of any kind whatsoever on such cancellation of his application.</p>
<b>21.</b>	<p><b>ENTIRE AGREEMENT:</b></p> <p>This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment / Building, as the case may be.</p>
<b>22.</b>	<p><b>RIGHT TO AMEND:</b></p> <p>This Agreement may only be amended through written consent of the Parties.</p>
<b>23.</b>	<p><b>PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:</b></p> <p>The Allottee may transfer / assign / endorse this Agreement or any interest in this Agreement and nominate any other person / body corporate in his / her / its place in respect of the said Apartment, as may be permitted by the Builder/ Developer subject to:</p> <ul style="list-style-type: none"> <li>(i) Receipt of written request from the Allottee by the Builder/ Developer;</li> <li>(ii) Clearing of all dues, payments, charges, deposits, etc., accrued interest on delayed payments, other costs and charges, taxes and duties accrued as on the date of the transfer;</li> <li>(iii) Payment of the administrative charges / transfer charges by the Allottee as prescribed by the Builder/ Developer and competent authorities, which may be revised from time to time along with the applicable taxes, if any;</li> <li>(iv) Signing / execution by the Allottee of such documents / applications as may be required by the Builder/ Developer and the Allottee complying with such conditions as stipulated by the Builder/ Developer;</li> <li>(v) The Allottee obtaining no objection certificate / letter from the Builder/ Developer, Maintenance Agency and other competent authorities, as the case may be;</li> </ul>

	<p>(vi) The assignee / transferee agreeing to comply with all formalities / requirements in this regard and executing such other documents as may be required by the Builder/ Developer; and</p> <p>(vii) In case the Allottee / transferor has obtained any finance / loan against the Apartment from any financial institution / bank, a 'No Objection Certificate' from the financial institution / bank.</p> <p><b>It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Apartment, in case of a transfer; as the said obligations go along with the Apartment for all intents and purposes.</b></p>
<b>24</b>	<b>WAIVER NOT A LIMITATION TO ENFORCE:</b>
<b>24.1</b>	The Builder/ Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule C] including waiving the payment of Interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Builder/ Developer in the case of one Allottee shall not be construed to be a precedent and / or binding on the Builder/ Developer to exercise such discretion in the case of other Allottees.
<b>24.2</b>	<b>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.</b>
<b>25</b>	<b>SEVERABILITY:</b>
<b>25.1</b>	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.
<b>25.2</b>	It is clarified that the Allottee shall be liable to abide by and bound by the change(s) emanating in this Agreement in terms of Para 25.1, including any additional condition imposed, relating to the allotment of the Apartment or the Project.
<b>26</b>	<b>METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:</b>
	Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in the proportion which the Carpet Area of the Apartment bearing to the total Carpet Area of all the Apartments / Commercial Spaces in the Project.
<b>27.</b>	<b>FURTHER ASSURANCES:</b>
	Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction including without limitation for execution and registration of sub-lease deed or any other deed / indenture / declaration etc. in respect of the said Apartment and other relevant documents pertaining to Reserved Parking Space(s), if any, as the Builder/ Developer so desires, to comply with the provisions of the Act and other applicable laws.
<b>28</b>	<b>RAISING OF FINANCE BY ALLOTTEE(S)</b>

28.1	The Allottee may obtain finance / loan from any financial institution / bank but the Allottee's obligation to pay Total Price and other charges etc., for the Apartment pursuant to this Agreement, shall not be contingent on the Allottee's ability or competency to obtain / serve such financing and the Allottee shall remain strictly bound by the terms and conditions governing this Agreement. It is clarified that the liability and responsibility towards such financial institutions, banks etc., for the loan / finance obtained by the Allottee, shall be that of the Allottee alone and the Builder/ Developer shall not have any responsibility or concern in this respect.
28.2	Any loan facility from banks / financial institutions availed by the Allottee in respect of the said Apartment shall be subject to the terms and conditions as imposed by the Builder/ Developer and / or bank / financial institution; and the Allottee shall be solely liable and responsible for repayment of loan facility and satisfaction of charge.
28.3	The Allottee understands and agrees that the Builder/ Developer shall always have its lien / charge on the said Apartment for all unpaid dues and outstanding amounts payable by the Allottee, and the execution of sub-lease deed of the Apartment in favour of the Allottee shall be subject to the Allottee providing to the Builder/ Developer a no objection certificate from such financial institution / Bank / NBFC in the form satisfactory to the Builder/ Developer.
28.4	The Allottee agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien or any mortgage / charge / security before or hereafter made / created by the Builder/ Developer in respect of the Project/ Project Land and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof. Such charge, mortgage or encumbrances shall not constitute a ground for objection by the Allottee or excuse the Allottee from making the payment of the Total Price / other amounts / charges payable in respect of the said Apartment or performing all other obligations by the Allottee hereunder or be the basis of any claim against or liability of the Builder/ Developer.
28.5	The Allottee agrees that in the event of cancellation of the allotment of the said Apartment, termination of this Agreement / tripartite agreement executed with the lending bank / financial institution / Builder/ Developer, the Builder/ Developer shall be entitled to make payment to the lending bank / financial institution as per the said tripartite agreement, and payment by the Builder/ Developer to the lending bank / financial institution shall be deemed to be the fulfilment of obligation of Builder/ Developer for refund of amount to the Allottee under this Agreement and discharge the Builder/ Developer to the extent of such payment of its obligation to the Allottee. The Allottee further agrees that it shall not create any hindrance, interference, claims, disputes etc. whatsoever, in respect of such compliance by the Builder/ Developer in discharge of its obligations under the said tripartite agreement.
29	<p><b>NOTICES:</b></p> <p>That all notices to be served on the Allottee and the Builder/ Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Builder/ Developer or the Builder/ Developer by Registered / Speed Post at their respective addresses specified below:</p> <p><b>SHIRJA REAL ESTATE SOLUTIONS PRIVATE LIMITED</b></p> <p>It shall be the duty of the Allottee and the Builder/ Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address, in writing, by Registered / Speed Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Builder/ Developer or the Allottee, as the case may be.</p>
30	<b>JOINT ALLOTTEES:</b>

30.1	That in case there are Joint / Co-Allottees all communications shall be sent by the Builder/ Developer to the Allottee whose name appears first and at the
	address given by him / her which shall for all intents and purposes be considered as properly served on all the Allottees.
30.2	<p>Unless otherwise specified in the application / this Agreement, the allottee &amp; co-allottee(s) (if any) will have equal share in the apartment, and their inter-se rights and duties as allottee(s) in certain situations arising, as specified herein below shall be as follows:-</p> <p>(i) Death of a Co-Allottee: The names of the legal heirs of the deceased co-allottee will be taken on record in the records of the Builder/ Developer, only after the legal heirs of the deceased Co-Allottee provide the necessary succession certificate (or any other relevant admissible order / document to the satisfaction of the Builder/ Developer) certifying that they are the only legal heirs of the deceased co-allottee of the Apartment, from the appropriate authority / court. Where the legal heirs request for mutation / substitution of their name(s) as an allottee / co-allottee on the basis of a Will, then such Will must be supported by a probate / certificate of succession / letter of administration from the competent court of law. Where the allotment of the Apartment is subject to loan, then the necessary No Objection Certificate from the concerned Bank / Financial Institution shall also be furnished in addition to the documents as mentioned herein above.</p> <p>(ii) Divorce or other legal dispute: In case of any ongoing divorce proceedings between the co- allottees or any other legal dispute, the rights and obligations of the parties thereto shall be determined and accepted by the Builder/ Developer only as per the final order / judgment / decree of the competent court of law / legal forum.</p>
30.3	Notwithstanding, the death of an allottee / co- allottee or any disputes between the allottee / co-Allottee; the allottee / co-allottee / legal heirs of the deceased allottee / co-allottee shall be bound by his / her / their obligation under this agreement to make payments of the due instalments to the Builder/ Developer from time to time as per the payment plan and be bound by the terms and conditions of this agreement.
30.4	The Allottee / Co-Allottee / his legal heirs shall comply with all legal requirements as may be necessary for substitution / mutation of his / her / its name against the name of the deceased allottee / co-allottee as per the advice / opinion of the advocate and the legal cost incurred in this behalf shall be borne by the Allottee(s) requiring substitution in name.
31.	<p><b>RIGHT TO ASSIGN:</b></p> <p>The Allottee agrees and acknowledges that the Builder/ Developer reserves all its rights to assign all or any of its rights / obligations towards development and construction of the aforesaid Project in favour of any group Builder/ Developer or associate Builder/ Developer or a subsidiary Builder/ Developer or a special purpose vehicle to be formed or any other entity under joint venture / development agreement / collaboration agreement for the purpose of execution of the said Project as per the Act. The Allottee further understands that, with effect from date of assignment, all the communications and correspondences exchanged with the Builder/ Developer including the monies paid there under shall automatically stand transferred in the name of such new company / entity without any alterations in the original terms and conditions of this Agreement. In such an event, the assignee company will execute all the necessary documents with the Builder/ Developer. The Allottee shall continue to perform all its / their obligations towards such assignee company in accordance with terms and conditions of this Agreement.</p>
32.	<p><b>BROKERAGE:</b></p> <p>The Allottee shall bear the expenses including commission or brokerage paid / payable to any person for services rendered by such person / entity to the Allottee, whether in or outside India, for acquiring the said Apartment. The Builder/ Developer shall in no way, whatsoever,</p>

	<p>be responsible or liable for such payment, commission or brokerage etc. or part thereof by the Allottee nor the Allottee shall have any right to deduct / adjust such charges from the Total Price and other charges payable by the Allottee to the Builder/ Developer for the said Apartment. Further, the Allottee shall indemnify and hold the Builder/ Developer, free and harmless from and against any or all liabilities and expenses in this connection.</p>
33.	<p><b>CAPTIONS / HEADINGS:</b></p> <p>The captions / headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter / Para(s) / Clauses in this Agreement shall be done by reading the various Para / Clauses in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.</p>
34.	<p><b>RIGHT TO JOIN AS AFFECTED PARTY:</b></p> <p>The Builder/ Developer shall have the right to join as an affected party in any suit / complaint filed before any appropriate court by the Allottee, if the Builder/ Developer's rights under this Agreement are likely to be affected / prejudiced in any manner by the outcome of such suit / complaint / decision of the court. The Allottee agrees to keep the Builder/ Developer fully informed at all times in this regard.</p>
35.	<p><b>SAVINGS:</b></p> <p>Any application, letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment or Building, as the case may be, prior to the execution and registration of this Agreement for Sub-Lease for such Apartment or Building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under this Agreement for Sub-Lease or under the Act or the Rules or the Regulations made there under.</p>
36.	<p><b>OFFICIAL LANGUAGE:</b></p> <p>English is the official language of this Agreement. Documents or notices that are not in English shall have no effect under this Agreement. The words and phrases in documents and notices shall have the meaning they normally have in standard UK English usage. The English language version of this Agreement or any document or notice contemplated by the Agreement shall control in any conflict with any version of such writing that is not in English.</p>
37.	<p><b>ACT OF CASTING INSINUATION, INNUENDO, LIBEL OR SLANDER:</b></p> <p>The Allottee undertakes that in case of any dispute or differences with the Builder/ Developer over any issue whether emanating directly or by implication from this Agreement, the same or any other issue concerning, including the possession / construction of the said Apartment, the Allottee shall be entitled to remedy only under Para 7. 5 or avail appropriate legal remedy before a competent court of law / statutory forum prescribed under laws in India. The Allottee shall not indulge in or instigate any act, whether in personal capacity or in joint capacity or incite other allottee(s) in the Project / Project to act in any manner, which may amount to casting insinuation, innuendo, libel or slander against the Builder/ Developer, its directors or its officials, or otherwise indulge in activities which amounts to defamation or malicious / wrongful prosecution of the Builder/ Developer, its directors or its officials and / or the Project / Project and in case of any such violation, the Allottee shall be liable to legal consequences arising therefrom, at his / her / its cost, risk and consequences.</p> <p>Without prejudice to its other rights and remedies available under this Agreement, Act and Rules and Regulations etc., the Builder/ Developer shall be entitled to seek remedies under the relevant procedural laws for such insinuation, innuendo, libel or slander amounting to defamation and / or wrongful prosecution of the Builder/ Developer, its directors or its officials and / or the Project.</p>

38.	<p><b>CUSTOMER QUERIES / ISSUES REDRESSAL MECHANISM</b></p> <p>The Allottee understands and confirms that the queries and individual issues, if any, concerning this agreement will be resolved as per the process given below:</p> <p>The customer centric queries and individual issues of the customers shall be resolved by the Customer Care Department of the Builder/ Developer.</p>
39.	<p><b>GOVERNING LAW:</b></p> <p>That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.</p>
40.	<p><b>PLACE OF EXECUTION:</b></p> <p>The execution of this Agreement shall be complete only upon its execution by the Builder/ Developer through its / their respective authorized signatories at the Builder/ Developer's Project Office, or at some other place, which may be mutually agreed between the parties, anywhere in Distt. Gautam Budh Nagar, UP.</p> <p>After the Agreement is duly executed by the Allottee and the Builder/ Developer, it shall simultaneously be registered at the office of the Sub-Registrar at Noida. This Agreement shall be deemed to have been executed at Distt. Gautam Budh Nagar, UP, for all purposes.</p>
41.	<p><b>DISPUTE RESOLUTION:</b></p> <p>All or any disputes arising out or touching upon or in relation to or concerning with 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.</p>

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

**BUYER / ALLOTTEE(S)**

First Allottee Signature .....  	Please affix photograph and sign across the photograph	Second Allottee Signature ..... _____NA_____	Please affix photograph and sign across the photograph
Third Allottee Signature ..... _____NA_____	Please affix photograph and sign across the photograph	Fourth Allottee Signature ..... _____NA_____	Please affix photograph and sign across the photograph

**BUILDER/ DEVELOPER**

For and on behalf of  
**SHIRJA REAL ESTATE SOLUTIONS PRIVATE LIMITED (**  
 Signature: \_\_\_\_\_  
 Name .....  
 Authorised Signatory

**WITNESSES:**

**1. Name & Address  
Address**

**2. Name &**

**SCHEDULE A**

**DESCRIPTION OF THE APARTMENT AND THE GARAGE / COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**

**SCHEDULE B  
FLOOR PLAN OF THE APARTMENT**

**SCHEDULE C  
PAYMENT PLAN**

**SCHEDULE D  
SPECIFICATIONS, AMENITIES, FACILITIES, WHICH ARE PART OF THE  
APARTMENT**

**SCHEDULE E  
SPECIFICATIONS, AMENITIES, FACILITIES, WHICH ARE PART OF THE  
RESPECTIVE PROJECT**

**ANNEXURE A  
PROJECT LAND DETAILS WITH LAYOUT**

**Builder/ Developer**

**Allottee**