

Jointly With*

1. **Mr./Mrs./Ms.** _____
Address: _____

(* To be filled up, if allotment is in the Joint Names)

Hereinafter referred to as **Apartment Allottee(s)** such expression, unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her heirs, legal representatives, executors, administrators or successors of the Party of **SECOND PART**

Developer and Apartment Allottee(s) hereinafter collectively referred to as **Parties** and individually as the **'Party'**.

Whereas the DEVELOPER is developing Group Housing/ Commercial Complex by the name **"RUDRA AQUACASA"** located at the Plot No. **064** Sector **16**, Greater Noida (West)- 201303 and land acquired by the company on lease for a period of 90 years from Greater Noida Authority under the Lease Deed dated **27th September 2012** which has been duly registered with the office of Registrar, Greater Noida and physical possession of the said Plot has been handed over to the DEVELOPER by the Greater Noida Industrial Development Authority (GNIDA)

Whereas the requisite Agreements being executed now incorporating the details embodied in the Application, terms and conditions of which shall form integral part of the said Agreement unless superseded directly or indirectly, by anything contained in this Agreement.

Whereas in accordance to the terms of the Lease Deed of the said Plot, the developer is authorized to develop the project and for construction of Group Housing as per Building Plans approved/ to be approved by the Greater Noida Authority and also authorized to allot dwelling units on lease basis to their allottee(s) and also provide space for certain facilities.

Whereas the Allottee(s) has/have applied vide application dated **_____** for Registration Allotment of a residential Apartment in the Group Housing Scheme.

Whereas the Allottee(s) has/have full knowledge of the applicable laws, notifications, rules and regulations applicable to the said Land/ Complex and is fully satisfied about the right, title and interest of the DEVELOPER in the said land/complex

Whereas the Allottee(s) has/have understood the DEVELOPER intend to execute this agreement. Further, the Allottee(s) has/have represented and warranted to the DEVELOPER that the Allottee(s) has/ have the power and authority to enter into and perform this agreement.

Whereas the apartment Allottee(s) is/are aware that the **Apotment** wherever used in the agreement shall always mean provisional allotment and will remain so till such Sublease Deed is executed in favor of the Apartment Allottee(s).

Whereas this agreement constitutes the entire agreement and supersedes all previous arrangements and understanding between the parties concerning the matters as mentioned herein whether oral, written or implied.

_____ Limited Escrow a/c' bearing account no. _____ and all the cheques/demand drafts shall be drawn in favour of the aforesaid Escrow Account. This flat/unit shall remain mortgaged to ECLFL till deposit of sale consideration in full in the Escrow Account.

NOW THEREFORE THIS AGREEMENT WITNESSTH AS UNDER:

ARTICLE 1

SUBLEASE

1.a That the developer hereby agrees to execute the Deed and transfer unto the apartment Allottee(s) and the apartment Allottee(s) agrees to purchase Apartment No. _____ on _____ Floor in Block/Tower No. _____ having a Super Area of Approx. sq.ft. in the complex RUDRA AQUACASA developed in the Plot No. 105 AGH Sector 16, Greater Noida (West) 201300. Hereinafter referred to as the Sublease Agreement.

1.b That the Super Area shall mean and include the area covered by the verandah and balcony, inclusive of the area under periphery walls, area under the columns and walls, area utilized for services, viz. area under staircases, circulation area, walls, lifts, shafts, passages, corridors, lobbies, and the open areas. The apartment Allottee(s) hereby agrees to pay the Basic Price and other charges towards purchase of the apartment on the basis of Super Area. The Basic Rate (per sq. ft.) is firm, save and except as provided in this agreement. It is clearly understood that the Allottee(s) shall not have any claim over the common facilities such as Shops, Club, other facilities and amenities. The sole ownership of the Developer who will have the authority and power to use and / or transfer the same in any manner. The total purchase price of the flat may, during the course of construction, change marginally. If there is any change the Basic Sale Price of the flat may be increased / decreased depending upon the variation in the area / size of the flat.

ARTICLE 2

SUBLEASE CONSIDERATION

2.a Consideration:

That in pursuance of the allotment of the said Apartment to the apartment Allottee(s), the apartment Allottee(s) agrees to pay to the Developer sum of Rs. _____ /- (Rupees _____) Only towards Sublease consideration of the Apartment, (hereinafter referred to as the 'Consideration'). The Sublease consideration is inclusive of the Basic Price, EDC, IDC as per current applicable rates, Preferential Location Charges, and use of space for Car parking as provided in the Payment Plan.

In addition the Allottee(s) agree and undertake to pay as demanded by the developer in terms of applicable laws/guidelines.

2.b Booking / Registration Amount:

Out of the total consideration as mentioned above the apartment Allottee(s) has already paid an amount of (Rupees _____) i.e. 10% of the Basic Cost. The Developer part of booking / registration amount the receipt whereof the developer admits and acknowledges.

2.c Payments:

The apartment Allottee(s) agrees to pay the balance amount of the consideration in accordance with the Payment Plan annexed to this agreement as Annexure 'A' along with GST as applicable with effect from 1st July '20 and therefrom as amended from time to time.

In the event the apartment Allottee(s) fails to pay the balance Consideration or delays the payment of any installment or other charges in accordance with the Payment Plan opted by the apartment Allottee(s) or before the due date, the apartment Allottee(s) shall be liable to pay simple interest calculated

2.e Earnest Money:

An amount equivalent to 15% (Fifteen Percent) of the consideration shall always be deemed to have been paid by the Apartment Allottee(s) as and by way of Earnest Money.

2.f Failure/Delay in Payment:

In the event the Apartment Allottee fails to pay any installment(s) with Interest within 120 days from the Due Date, the Developer shall have the right to forfeit the entire amount of Earnest money paid by the Apartment Allottee(s) and in such an event the allotment of the said apartment shall stand cancelled and the Apartment Allottee(s) shall be left with no right or lien on the apartment and the Developer at its own discretion would be free to allot the same to a third party. The amount paid, if any over and above the Earnest money registration amount shall be refunded by the developer without interest after adjustment of Interest accrued on the delayed payments, and / or any other charges, dues from the Apartment Allottee(s) under this agreement. Where the developer has received less than 15% of the lease consideration, the so far paid amount to the developer will be forfeited.

2.g Cancellation Process:

In case the Applicant desires for cancellation of the booking before the execution of the Builder Buyer Agreement, at any time, 5% of the unit cost being the processing cost shall be charged and balance, if any, shall be refunded without any interest. After the execution of the Builder Buyer Agreement, at any time, 15% of the unit cost being the processing cost shall be charged and balance, if any, shall be refunded without any interest.

2.h TRANSFER CHARGES

In case the Applicant desires transfer of the allotment/ownership of the unit, before registration/possession, an administration charge of Rs.100/PSF of the prevailing basic sale price at the time of desired transfer shall be payable by the Applicant(s). Transfer of allotment/ownership shall be on the sole discretion of the Company however, the same may be permitted only after receipt of 50% of the total cost of the flat. All terms & conditions relating to transfer will be guided by the formal transfer policy of the company.

2i Alteration in the Layout Plan and Designs:

That it is clearly understood by the Apartment Allottee(s) that they in its sole discretion carry out changes, alterations, deletions or additions in the building/ layout plan including location, Preferential location, number of apartment floors, designs and specifications annexed hereto as Annexure B as well as the change in description of flat under Clause 1(a). The developer may consider necessary unavoidable circumstances directed by the competent authority at any time till the grant of an occupation certificate. The Allottee(s) also understands that the developer is fully entitled to make these changes which might entail increase in the number of floors of the buildings and / or the height of the said building. It is understood that the occupation certificate for the said building / tower shall be conclusive evidence that the Building / Tower has been completed in accordance with the sanction plan.

2j Payment of cost:

All costs, charges and expenses payable on or in respect of this agreement and other instruments and deeds to be executed pursuant to this agreement, including stamp duty, registration and other miscellaneous charges shall be borne and paid by the Apartment Allottee(s).

The Apartment Allottee(s) agrees to pay any additional charges for bulk supply of electrical energy, any amount spent towards transformers or any transmission lines to the Group Housing Complex as may be demanded by the developer from time to time until the complex has been handed over to the association of the residents.

Allottee(s) agrees to pay an amount of ~~Rs. 10,00,000/-~~ (Rupees Ten Lakhs Only) as **Club Membership Registration Charges (CMRC).**

On the club becoming functional depending upon requirements of the members the facilities available in the club and the other related matters regarding running and maintenance of the club the Apartment Allottee(s) shall pay charges as prescribed by the ~~developer~~ and / or the management of the club from time to time and the Apartment Allottee(s) also agrees to abide by rules, regulations and bye laws formulated for proper maintenance and operation of the club.

2m Car Parking Space:

That the Apartment ~~unit(s)~~ shall be provided ~~ONE~~ **ONE** Car Parking Space ~~(Open / N/A / Covered /)~~ for exclusive use in the said complex but the Apartment ~~unit(s)~~ shall ~~not~~ have any ownership rights over the parking space allotted to him/her/they. It shall be a right to use only which shall stand automatically transferred with further sale of apartment. All clauses of this agreement pertaining to ~~possession, cancellation etc.~~ shall also apply *mutatis mutandis* to the parking space allotted to the Apartment.

ARTICLE 3 REPRESENTATION AND OBLIGATIONS OF THE DEVELOPER

That in case the Apartment Allottee(s) wants to ~~avail facility from its~~ employer or financial institution to facilitate the purchase of the unit applied for, the Developer shall facilitate the process subject however to the following:

- (i) The terms of the financing agency shall exclusively be binding and applicable ~~to the~~ **only** the Apartment Allottee(s).
- (ii) The responsibility of getting the loan sanctioned and disbursed as per the developers' payment schedule shall rest exclusively on the Apartment Allottee(s). In the event of loan not being sanctioned or the disbursement getting delayed in any manner whatsoever, the payment to the developer shall not be delayed by the Apartment Allottee(s).

Any event of ~~payment~~ of the installment ~~on the due~~ dates will authorize the developer to recover the interest on the late payments.

- (iii) The Tripartite Agreement between the Financial Institution, Apartment Allottee(s) and the Developer shall be finalized post optimum discussion and ~~mutually agreed~~ **terms and conditions.**

The developer has the right to raise ~~if required~~ **if required** from any bank/ financial institution/ body corporate and for this purpose create equitable mortgage of the said land ~~in favor of such institutions / agencies~~ **in favor of such institutions / agencies** such an act the Apartment Allottee(s) shall not have any objection and the consent of the Apartment Allottee(s) shall be implied for creation of such a charge during the construction / development of the complex. Notwithstanding the foregoing the developer shall ensure that such a charge, if any, is vacated and the said land is free from any encumbrances ~~before execution of the Sub Deed of apartment in favor of the apartment allottee(s)~~ **before execution of the Sub Deed of apartment in favor of the apartment allottee(s)**

ARTICLE 4 POSSESSION OF THE UNIT

That the possession of the apartment is proposed to be delivered ~~by the developer~~ **by the developer** ~~within 12 months~~ **within 12 months** from the date of signing this agreement subject to force majeure circumstances beyond the control of the developer, and upon ~~completion of Sub Deed~~ **completion of Sub Deed** provided all amount due and payable by the purchaser under this agreement have been paid to the developer within the stipulated period. It is however, understood between the parties

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applicable subject to the condition that no payments are left due to the Apartment Allottee(s) against installment or any other charges.

Upon intimation / notice to possession, the Apartment Allottee(s) shall himself or through its attorney take delivery of the apartment within the time stipulated. In the event the Apartment Allottee(s) fails/ neglects to accept and take delivery of the apartment within such time as notified in the notice, the Apartment Allottee(s) shall be liable to pay Holding Charges @ Rs. 5/-/ft. of the super area per month, for the period the Apartment Allottee(s) does not take actual physical possession of the apartment. Upon the delivery of the apartment, the Apartment Allottee(s) shall not be entitled to put forward any claim against the developer in respect of any item of work in the said apartment which may be alleged to have been carried out or completed on any date whatsoever.

ARTICLE 5 MAINTENANCE

5.a Maintenance Charges

The Apartment Allottee(s) hereby agrees and undertakes to pay the maintenance charges for a period of 24 months in advance to the Maintenance Agency appointed by the developer for upkeep and maintenance of various common services and facilities (excluding the internal maintenance of the Apartment) in the complex at the rate determined by the developer or the nominated Maintenance Agency at the time of possession of the Apartment. The Apartment Allottee(s) agrees to enter into a Maintenance Agreement with the Maintenance Agency/ Developer prior to taking possession of the said apartment.

The scope of maintenance and general keep up of various common facilities shall broadly include Operation and maintenance of lifts, operation and maintenance of generators including cost of diesel, maintenance of fire fighting systems, garbage disposal and upkeep of common areas, water supply, sewerage system area lighting.

5b Interest Free Maintenance Security (IFMS):

In addition to the above mentioned maintenance charges the Apartment Allottee(s) shall pay Rs. 25/- per sq. ft. of the Super Area towards the Interest Free Maintenance Security Deposit. The Security deposit / fund shall be utilized for replacement, refurbishing, major repairs of plants, machinery etc. installed in the said complex or towards defrayment of expenses necessitated by any unforeseen occurrence involving expenditure in relation to the complex.

5.c Default in payment of Maintenance Charges:

Any delay / default in payment of the maintenance charges will make the Apartment Allottee(s) liable to pay the @ 18% per annum for the period of delay. Furthermore, in the event of default in payment of the Maintenance charges, it shall not be open to the Apartment Allottee(s) to claim any right of use of the common facilities and that the developer, in its sole discretion, shall be entitled to stop the user of such common facilities by the Apartment Allottee(s) / Occupant of the apartment. The user of such common facilities shall be permitted as soon as the default of payment(s) is rectified. Regular payment of the maintenance charges is therefore the essence of right to avail and use the common facilities.

5d Internal Maintenance Insurance

That it is understood by the Apartment Allottee(s) that the internal maintenance of the apartment as per the articles kept in the apartment shall always remain the responsibility of the Apartment Allottee(s).

power backup facility shall be subject to regular payment charges by the Apartment Allottee(s) towards the said facility.

6.c Fire Safety:

That at present the fire safety measures in the complex apartment have been provided as per existing Fire Safety norms. If however, due to any subsequent Central or Local Legislation / Government Regulation / orders or directives or guidelines or any change in the existing guidelines or the Government of India becomes obligatory on the developer to undertake additional Fire Safety measures, it is consented by the Apartment Allottee(s) that he/she/they shall be liable to pay proportionate charges in respect thereof.

6d Express Rights

That save and except in respect of the Apartment to be allotted to the Apartment Allottee(s) the Apartment Allottee(s) shall have no claim, right, title or interest of any nature or kind whatsoever except the right of ingress / egress over or in respect Complex, open space and all or any of the common areas and the building.

6.e No Nuisance and Annoyance

That the Apartment Allottee(s) shall not use the Apartment for such activities, as are likely to be of nuisance, annoyance or disturbance to other occupants of the complex or those activities which are against law or any directive or order of the Government or the local authority. Further, the Apartment Allottee(s) shall not store any hazardous or polluting articles/ substances in the said apartment.

6.f Internal Security:

It is expressly understood that the Internal Security of the Apartment shall be the sole responsibility of the Apartment Allottee(s).

6.g Signage

That the Apartment Allottee(s) shall not display any name, address, signboard, advertisement material etc. on the external façade of the apartment/tower as also the complex.

6.h Taxes and Levies:

That all the taxes, levies, assessments, demands or charges levied or leviable in future on the land or the buildings or any part of the complex shall be borne and paid by the Apartment Allottee(s) in proportion to the area of the apartment.

The Apartment Allottee(s) if an income tax assessee, shall furnish a Permanent Account Number (PAN).

6.i Alterations in the Apartment:

(i) That the Apartment Allottee(s) shall not make any such additions or alterations in the apartment so as to cause blockage or obstruction in the common areas and facilities within the complex and / or to cause any structural damage or encroachment to the structure of the building in the complex.

(ii) That the Apartment Allottee(s) shall not demolish any structure or any portion of the same or cause to make any new construction in the apartment without the prior approval and consent of the developer or the Local authority if required. The Apartment Allottee(s) however, undertakes that it shall not divide or subdivide the apartment in any manner. The Apartment Allottee(s) shall not change the color and structure of the external façade of the apartment.

when so required to enter his apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, and that such entry is at a time convenient to the Developer / Apartment Allottee(s).

In case of an emergency, such right of entry shall be immediate.

6.l Registration of Address:

That in case of joint Allotment, all communications, demand notices etc. shall be sent by the Developer to the Apartment Allottee(s) whose name appears first and at the address given by him/her which shall for all purposes be considered served on all the Apartment Allottees and no separate shall be sent to the other named Apartment Allottees. It shall be the responsibility of the Apartment Allottee(s) to inform the Developer by Registered A.D. / Courier / E-mail about all subsequent changes in his/her/their address, if any, failing which all demands, notices, letters etc. posted at the address recorded earlier shall be deemed to have been received by him/her/them at the time when those should ordinarily reach said address.

6.m Association of Owners:

That the Apartment Allottee(s) undertakes to become Association of Owners as may be formed by the Developer on behalf of the Apartment Owners and to pay any fee or subscription charges thereof and to complete documentation and formalities as may be required and / or deemed necessary by the Developer for this purpose failing which, the same shall be treated as unpaid portion of the consideration payable by the Apartment Allottee(s) herein the said Apartments and the Sale Deed of the Apartment may be withheld by the developer till full payment thereof is received by the Developer/ Maintenance Agency. The Apartment Allottee(s) shall from time to time sign all applications, papers, documents, Maintenance Agreement and all other requisite papers as may be required by the developer in pursuance to this transaction and to do all acts, deeds and things as the Developer may require safeguarding the interests of the developer and other Apartment Allottees in the complex.

ARTICLE 7 INDEMNITY

The Apartment Allottee(s) hereby agrees that it shall abide by the terms and conditions of the Agreement and the applicable laws and it shall be any contravention or non-compliance of any of the provisions of the Agreement, the Apartment Allottee(s) shall be liable for such act. If any loss is occasioned due to the act of the Apartment Allottee(s), the Apartment Allottee(s) shall indemnify the Developer for such an act which has occasioned the loss.

ARTICLE 8 GENERAL

8.a Stamp Duty:

The stamp duty and other related expenses on the execution of the Sale Deed in pursuance to this agreement shall be borne by the Apartment Allottee(s).

8.b Force Majeure:

That however, if the completion of the Apartment is delayed for reasons of force majeure or circumstances beyond the control of the developer or because of any notice or order of the Government or its authorized authorities, strike, civil commotions or by reasons of war, enemy or terrorist action or an act of God delay in the grant of completion/ occupation certificate by the Government and / or any other public or competent authority or any reason beyond the control of the developer, the Developer shall be entitled to a reasonable extension of time in the agreed date of delivery of possession of the apartment.

8e Continue Construction:

The Apartment Allottee(s) agrees and undertakes that before or after taking possession of the apartment or at any time hereafter, he/she/they will have no right to the Developer constructing or continuing with the construction of the other Building/Tower/Blocks adjoining to the Building where the said apartment is situated.

8f Foreign Exchange Management Act (FEMA):

That the Apartment Allottee resident of outside India, shall be solely responsible to comply with the provisions of the ~~Foreign Exchange Management Act 1999 (FEMA)~~ **Foreign Exchange Management Act 1999 (FEMA)**, all other necessary provisions as laid down and notified by the Government or concerned Statutory Authority including Reserve Bank of India from time to time, including those pertaining to remittance of payment(s) for acquisition of immovable property in India. The Apartment Allottee(s) shall also furnish the required declaration to the Developer of the ~~Developer of the~~ **Developer of the**, if necessary.

8g Declaration:

That the Developer shall file the Declaration in respect of the Complex part or whole in accordance with the ~~“UP Apartment Ownership Act, 2010”~~ **“UP Apartment Ownership Act, 2010”** and use the same to be registered as per law.

8h Breach:

Should the apartment Allottee(s) fail to perform or observe all or any of the stipulations contained herein, the Developer shall have the right to terminate the Agreement and the Earnest Money along with the accrued interest on payment till the time of breach, brokerage if any, shall be retained by the Developer.

8i Applicable Law and Jurisdiction:

This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India. The Honorable Courts at Delhi shall have the jurisdiction in all matters arising out of and / or concerning this transaction.

8j Arbitration:

That all disputes or disagreements arising out of in connection with or in relation to this agreement shall amicably settle and shall be referred to the sole arbitration of the arbitrator appointed by the Developer. The other provisions of the Indian Arbitration and Conciliation Act, 1996 or any amendment thereof shall be applicable. The Apartment Allottee(s) hereby confirms and agrees that he/she/they shall have no objection to this appointment and the decision of the Arbitrator will be final and binding on all Parties. The venue of arbitration shall be at such other place as may be mutually agreed to between the Parties and the Award of the Arbitrator(s) shall be rendered in English.

8k Notice:

Any notice or letter of communication served on either of the Parties by the other shall be ~~separately~~ **separately** pre recorded delivery or Registered Post or by Fax at the address shown at recital of the agreement (Marketing Office) and shall be deemed to have been received by the addressee within 48 hours of posting or 24 hours if sent by Fax or by electronic mail (Email). However, any change in the address of the Apartment Allottee(s) shall be communicated to the Developer via Registered Post / Courier / Email within 07 days of such change of address. The Apartment Allottee(s) shall be liable for all the consequences flowing from non observance of this clause.

8l Entire Agreement:

This agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements oral, written, or implied concerning the transaction. The terms and conditions of this agreement shall not be changed or modified except by written amendments duly agreed between the Parties. The terms and conditions and various provisions embodied in this agreement shall be incorporated in the Sale Deed and shall form part thereof to the

ARTICLE 9
TERMS OF THE GREATER INDUSTRIAL DEVELOPMENT AUTHORITY (GIDA)

9.a That the project is being executed by Developer on Land acquired from farmers / allottees by Greater Noida Industrial Development Authority (GIDA) for development of the Group Housing project/ Commercial Project on the said land. The Sale Deed of the unit will be executed in favor of the Allottee(s) by the Developer. That upon the execution of the deed in favor of the Apartment Allottee(s) will be bound by the terms of the Development Authority / given in Sale Deed

9.b That all taxes or charges present or future on Land provided by any authority from the date of Booking shall be borne and paid by the Apartment Allottee(s). However, so long as each unit of the said complex is not assessed separately for the taxes, all the Apartment Allottee(s) shall pay proportionate taxes assessed on the whole complex

9.c That the Developer shall be responsible for providing internal services within the complex which include laying of roads, water lines, sewer lines, electric lines. However, external services like water, sewer, storm water drains, road electricity outside the complex to be connected to internal services are to be provided by the Development Authority as the case may be.

9.d That all the terms and conditions of allotment said to be by the Development Authority as the case may be to the Developer will be *mutatis and mutandis* applicable to the Apartment Allottee(s).

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

DEVELOPER:

For and on behalf of
Rudra Buildwell Pvt. Ltd.

I/We hereby accept the allotment on the terms and conditions mentioned herein above.

SIGNED AND DELIVERED

(Authorized Signatory)

APARTMENT ALLOTTEE(S)

WITNESSES