

**STAMP PAPER**

Authorized Signatory  
For KVIR Towers Pvt. Ltd.

Allottee 1

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**AGREEMENT TO SALE/ SUB-LEASE**

This Agreement for Sale/ Sub-lease ("**Agreement**") executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at Gautam Buddha Nagar, Uttar Pradesh.

**BY AND BETWEEN**

**KVIR TOWERS PVT. LTD.** (CIN: U70200DL2013PTC255199), a company validly existing under the provisions of the Companies Act, 2013, having its registered office at G-06, Ground Floor, Plot No. SU, LSC B-Block, RG City Centre, Lawrence Road, North West, Delhi-110035 through its Authorized Signatory Mr. \_\_\_\_\_ having Aadhar Card No. \_\_\_\_\_ PAN \_\_\_\_\_ (hereinafter referred to as the "**Company/ First Party**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest, administrators, executors, and permitted assigns), of the First Part.

**AND**

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For KVIR Towers Pvt. Ltd.

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## DETAILS OF ALLOTTEE

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For KVIR Towers Pvt. Ltd.

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(hereinafter referred to as the “**Allottee**”), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its legal heirs, successor-in-interest, and permitted assigns); of the Second Part.

The “**Company**” and ‘**Allottee**’ shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

**DEFINITIONS:**

For the purpose of this Agreement to Sale/ 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 to Sale/ Sub-lease including its schedules, exhibits, annexures, recitals and terms and conditions for the allotment of **Commercial Unit(s)** in the “**Sub-Project/ Total Project**” and any amendments from time to time as may be mutually executed by and between the Parties hereto in writing.
- (c) “**Apartment Act**” means Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and rules made thereunder and any amendment thereafter.
- (d) “**Authority**” means Uttar Pradesh Real Estate Regulatory Authority.
- (e) “**Association of Sub-Project/ Total Project**” means the association of Apartment owners of the “**Sub-Project/ Total Project**” that may be formed by the **Company** under relevant provisions of the Apartment Act.
- (f) “**Booking Amount**” means an amount equivalent to 10% (Ten percent) of the Total Price payable by the Allottee for the **Commercial Unit(s)**.
- (g) “**Building**” shall have the meaning as ascribed to it in **Recital H & Schedule A**.
- (h) “**Built-Up Area**” shall mean the entire area enclosed by its periphery walls including area under walls, area under columns, half of the area of the wall common with other Commercial Units etc., area of plumbing/ electric shafts of the Commercial Unit, which forms integral part of the **Commercial Unit(s)**.

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- (i) **“Carpet Area”** shall have the meaning as ascribed to it in the Act and/ or Rules framed thereunder.
- (j) **“Commercial Unit”** means the Commercial Space/ Shop allotted to the Allottee, details of which have been set out in **Recital H and Para 1.1**.
- (k) **“Common Areas”** shall have the meaning as ascribed to it in **Recital H**.
- (l) **“Force Majeure”** shall have the same meaning as ascribed to it in **Para 7.1** hereof.
- (m) **“Government”** means the Government of State of Uttar Pradesh.
- (n) **“Interest”** shall have the meaning as ascribed to it in **Para 1.7.2** hereof.
- (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 the Allottee/ Association of **Sub-Project/ Total Project** for maintenance of the Common Areas and facilities in the **Sub-Project/ Total Project** therein by the Maintenance Agency, as per format prescribed by the Company/ Maintenance Agency. The draft Maintenance Agreement is attached hereto as **Schedule C**.
- (q) **“Maintenance Agency”** shall have the meaning as ascribed to in the **Para 11.3** 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 **Commercial Unit(s)** including but not limited to electricity, water, 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 **Commercial Unit(s)/ Building/ Tower/ Sub-Project/ Total Project** as described and depicted in **Schedule B**.
- (s) “**Para**” means any Paragraph 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) “**Payment Plan**” shall have the meaning as described in **Schedule B**.
- (v) “**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.
- (w) “**Project Land**” shall have the meaning as ascribed to it in **Recital A & Schedule A**.
- (x) “**Rules**” means the Uttar Pradesh Real Estate (Regulation and Development) 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 described in **Schedule B**.
- (z) “**Regulations**” means the regulations made under the Real Estate (Regulation and Development Act, 2016.
- (aa) “**Section**” means a section of the Act.
- (bb) “**Sub-Project**” means the group of the Buildings/ Towers out of the **Total Project** and other areas, amenities & facilities as more clearly described and depicted in **Recital B** and **Schedule A**.
- (cc) “**Super Built-Up Area**” of the Commercial Unit is equal to 2 (Two) times of the Built-Up Area (Super Built-Up Area = 2 x Built-Up Area).

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The above definition is only for commercial reasons and the same would not be questioned in future by the Allottee(s).

It is specifically made clear that the computation of Super Built-Up Area of the **Commercial Unit(s)** does not include the following:

- i) Sites for shops.
  - ii) Sites/ Buildings/ Area of Community facilities/ Amenities like Club/ Community Centers, Schools, Creche, Health Centers, Milk booths, Police Posts, Electric Sub-station, Temple etc.
  - iii) Roof/ top terrace above Commercial Units excluding exclusive terraces allotted to Commercial Unit.
  - iv) Covered/ Open Car Parking Area within/ around Buildings for allottees/ visitors of the **Sub-Project/ Total Project**.
- (dd) “**State**” means the state of Uttar Pradesh.
- (ee) “**Total Price**” shall have the meaning as ascribed to it in **Para 1.4** and as described and depicted in **Schedule B** attached hereto.
- (ff) “**Total Project**” shall have the meaning as described and depicted in **Schedule A** attached hereto.

**WHEREAS:**

- A. The **Company** is the absolute and lawful owner of lease hold land admeasuring 33,000 Sq. Mtr. situated at Plot No. GH-14B, Sector 01 Greater Noida, U.P. in Tehsil & District Gautam Budh Nagar, U.P. (“**Project Land**”) vide lease deed dated 07/08/2014 executed by Greater Noida Industrial Development Authority (“**GNIDA**”) for a period of 90 (Ninety) years, which is registered in the office of Sub-Registrar in book No. 1, Volume 16613 at pages 355 to 386 as documents No. 26335.
- B. The **Project Land, Total Project** and the **Sub-Project** is earmarked for the purpose of developing a group housing residential and commercial project,

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comprising multi-storied Apartment/ Buildings/ Towers/ Commercial Units and the **Total Project** shall be known as “**RG’s PLEIADDES**” and the **Sub-Project** means one of the Sub-Project of the Total Project i.e. “**RG’s PLEIADDES Phase-2**” consisting of “**Club-ASTERO & Commercial-RG SQUARE**” being developed on the land parcel admeasuring 11307 Sq. Mt. being part of the Project Land as described and depicted in **Schedule A** comprising.

- C. The **Company** proposes to develop the **Total Project** in a phase wise manner and the towers, common areas, amenities and facilities proposed to be developed in the **Sub-Project/ Total Project**, are more clearly described and depicted in **Schedule A** attached herewith;
- D. The **Company** is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the **Company** regarding the land parcel on which the **Sub-Project/ Total Project** is to be constructed;
- E. The GNIDA has approved the building plans to develop the **Total Project “RG’s PLEIADDES”**;
- F. The **Company** has obtained the layout plan, sanctioned plan, specifications and all other necessary approvals for the **Sub-Project/ Total Project** and also for the **Commercial Units**, from GNIDA. The drawings and the plans of the **Sub-Project/ Total Project** have been displayed at the site office of the **Sub-Project/ Total Project**, of the **Company**, and the website of UP RERA Authority. The dimensions shown in the brochure, map or any other documents are tentative and have been calculated on unplaster brick/ RCC wall to brick/ RCC wall basis. The specifications of the actual constructions are duly specified in this Agreement and the same have been seen by the Allottee.
- G. The **Company** has registered the **Sub-Project/ Total Project** under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority as per the details given in **Schedule A** herein above;
- H. The Allottee, after examining and checking the right, title, location, permissions and approvals, features, specifications and limitation in the **Sub-Project/ Total Project/ Project Land** and Building/ Tower to be developed by the **Company** and after being fully satisfied approached the **Company** for:

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- i) Booking of a Commercial Unit in “**Building**” as described and depicted in **Schedule A** in the **Sub-Project/ Total Project**.
  - ii) The details of the Commercial Unit along with reserved parking space (hereinafter referred to as the “**Commercial Unit(s)**”) described and depicted in **Schedule B** in the **Sub-Project/ Total Project**.
  - iii) The Allottee has been allotted the **Commercial Unit(s)** along with pro rata share in the common areas (“**Common Areas**”) as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and deed of declaration submitted before the concerned authority.
  - iv) The allottee has been allocated slot(s) in the open parking area/ Reserved Car Parking Space(s)/ mechanical parking free of cost (“**Reserved Car Parking Space(s)**”);
- I. The **Company** has informed and the Allottee after having fully acquainted himself with all relevant facts, and has clearly understood and accepted the rights of the **Company** in the **Sub-Project/ Total Project** and the **Project Land**. The **Company** has clarified, and the Allottee has clearly understood, that the layout plan of the **Sub-Project/ Total Project** depicts the various residential areas, commercial areas, other structures and facilities & amenities which are proposed to be developed in phases, and the Allottee has understood that the construction, structures, facilities and amenities and their earmarked uses in other phases of the **Total Project** may be modified/ amended by the **Company** in accordance with the approvals received/ to be received from GNIDA and other competent authorities, at any stage, as per applicable laws, to which the Allottee shall have no objection, and such changes shall be binding on the Parties.
- J. The Allottee is fully aware of all the limitations and obligations of the **Company** in relation to and in connection with the development/ construction of the Commercial Unit/ said Building/ **Sub-Project/ Total Project** and has also satisfied himself/ herself/ itself about the arrangements, title, interest and rights of the **Company** on the land on which the **Apartment(s)**/ Building/ **Sub-Project/ Total Project** is being developed/ constructed and that the Allottee confirms that no further investigation in this regard is required by him/ her.

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- K. The Allottee further confirms that the Allottee has compared the Commercial Spaces/ Shops/ Units in the vicinity in terms of the Carpet Area and other amenities vis-a-vis the Carpet Area and amenities in the **Commercial Unit(s)** and the Allottee is optimally satisfied before signing this Agreement, which is being developed/ constructed by the **Company** as per prevailing bye-laws/ guidelines of GNIDA and has further understood all limitations and obligations in respect thereof. The Allottee further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by the concerned authorities in this regard to the **Company**.
- 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 signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State of Uttar Pradesh and related to the **Sub-Project/ Total Project**;
- N. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- O. The Allottee acknowledges that the **Company** has provided all information, clarifications as required by him/ her/ it and that the Allottee has not relied upon and is not influenced by any sale brochures, advertisements, representations, warranties of any nature whatsoever whether written or oral made by the **Company**, its selling agents/ brokers or otherwise including but not limited to any representations or warranties of any kind relating to the **Sub-Project/ Total Project** and the Apartment(s), the estimated facilities/ amenities to be made available to the Allottee except as specifically represented in this Agreement.
- P. The Allottee acknowledge(s) that the **Company** shall have right to develop the **Sub-Project/ Total Project** in phases. The Allottee(s) shall, after taking possession or deemed possession of the **Commercial Unit(s)** in the particular phase shall have no objection to the construction of or continuing with the construction of the other remaining portion/ phases of the **Sub-Project/ Total Project**.

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- Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **Company** hereby agrees to sell and the Allottee hereby agrees to purchase the **Commercial Unit(s)** along with the Reserved Car Parking space attached thereto as described and depicted in **Schedule A & B**.

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

1. **TERMS:**

1.1 **DESCRIPTION OF APARTMENT:**

1.1.1. Subject to the terms and conditions as detailed in this Agreement, the **Company** hereby agrees to sell and the Allottee hereby agrees to purchase the **Commercial Unit(s)** along with the Reserved Car Parking space attached thereto as specified in **Recital H** and **Schedule B** attached hereto.

1.1.2. The parties confirm that they have read and understood the provisions of Section-14 and other applicable provisions of the Act.

1.2 The **Company** has allotted the **Commercial Unit(s)** at the total price ("**Total Price**") based on the Carpet Area payable as per the agreed payment plan. Details of Total Price of the **Commercial Unit(s)** are described and depicted in **Schedule B** attached hereto.

Explanation:

1.2.1. The Total Price above includes the Booking Amount paid by the Allottee to the **Company** towards the Commercial Unit;

1.2.2. The Total Price above includes taxes, GST and other taxes which are levied, in connection with the construction of the **Sub-Project/ Total Project** payable by the **Company**, by whatever name called, up to the date of offer for handing over the possession of the **Commercial Unit(s)** to the Allottee after obtaining the occupancy certificate/ part occupancy certificate (as applicable)\* for the Building/ Sub-Project:

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Provided that in case there is any change/ modification in GST rates, or imposition of new taxes, charges, fees, levies etc., the subsequent amount payable by the Allottee to the **Company** shall be increased/ reduced based on such change/ modification. But if the **Company** 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.

1.2.3. The **Company** shall periodically intimate in writing to the Allottee, the amount payable as stated in **Para 1.2.1** above and the Allottee shall make payment demanded by the **Company** within the time and in the manner specified in the Payment Plan described and depicted in **Schedule B**. In addition, thereto, the **Company** 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;

1.2.4. The Total Price of **Commercial Unit(s)** includes recovery of proportionate price of land, construction of (not only the **Commercial Unit(s)** but also) the Common Areas, internal development charges, cost of providing electric wiring and electrical connectivity to the Commercial Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas (as per existing firefighting norms under applicable laws), and includes cost for providing all other facilities, amenities and specifications to be provided within the **Commercial Unit(s)** in the **Sub-Project**. The inclusion in Total Price is more clearly described and depicted in **Schedule B** attached hereto.

### **1.3. ESCALATION FREE PRICE:**

1.3.1. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to:

1.3.1.1. Increase on account of increase in carpet area (as per **Para 1.7.3**),

1.3.1.2. Increase in development charge (including EDC and IDC),

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- 1.3.1.3. Increase in premium payable to GNIDA on account of land premium/ compensation to farmers,
  - 1.3.1.4. Increase in taxes and any other cost, charges, levies, fee, etc., payable to the competent authority,
  - 1.3.1.5. Any other fresh/ new taxes, charges, levies, fees etc., which may be levied or imposed by the competent authority from time to time,
  - 1.3.1.6. Any additional amounts payable by the Allottee in terms of this Agreement, and
  - 1.3.1.7. Any other reasons mentioned in the Agreement.
- 1.3.2. The Allottee agrees that in case after the date of offer of possession of the **Commercial Unit(s)** has been given by the **Company** 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 Commercial Unit, demanded by the competent authority, whether with retrospective effect or prospective effect, shall be borne and paid by the Allottee, without any recourse to/ any liability on the part of **Company**, as the same is not included in the Total Price as per **Para 1.2.4** above. However, in the event if the **Company** 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 **Company**.
- 1.3.3. The Allottee agrees that if the development charges, taxes, cost, charges, fees, levies, etc., or any increase thereof is not paid, then the non- payment of such cost, charges, fees, levies etc., shall be treated as unpaid consideration as per this Agreement and the **Company** shall be entitled to levy interest, penalty and/ or cancel the allotment and terminate this Agreement.
- 1.3.4. It is also clearly understood by the Allottee that if the appropriate government/ competent authority imposes, or raises any demand for, any development charge, tax, cost, charge, fee, levies, etc., after the execution

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of Sub-lease deed in favour of the Allottee then notwithstanding anything contrary contained herein and the assertions made in the Sub-lease deed, the Allottee shall be liable to pay the same on proportionate basis, and any unpaid development charge, tax, cost, charge, fee, levies, etc., shall be deemed to be the unpaid sale price of the **Commercial Unit(s)** and the **Company** shall be entitled to have the first charge/ lien on the **Commercial Unit(s)** for recovery of such charges.

1.3.5. The Allottee has understood and agreed to pay any amount demanded/ charged by the **Company** on account of any compensation charged/ demanded by GNIDA 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 **Company** from me/ us shall be deemed to be the unpaid sale price of the **Commercial Unit(s)** and the **Company** shall have the first charge/ lien on the **Commercial Unit(s)** for recovery of such charges.

1.3.6. 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 **Commercial Unit(s)** or Building/ Tower in the **Sub-Project/ Total Project**, requires provision of new/ additional facilities/ equipment/ devices or their up-gradation etc., including but not limited to providing additional fire safety measures etc., and/ or increase in any type of securities to be paid by the **Company/ Allottee** to the competent authorities, increase in deposits and charges and increase thereof 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 **Company**. However, the Allottee shall be liable to pay interest on such delayed payments plus applicable indirect taxes (if any) (or at such rate as may be prescribed under the Applicable Laws) from the due date till the date of such payment is actually received by the **Company**.

- 1.3.7. The Allottee also agrees that the **Company** may modify, delete, improve any specification, amenities 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 **Company**, provided the **Company** will provide specifications and/ or facilities of equivalent standard/ quality. The Allottee agrees that in case the specifications and/ or facilities provided by the **Company** 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 **Company**.
- 1.4. The Allottee shall make the payment as per the payment plan described and depicted in **Schedule B ("Payment Plan")**. In the event of delay in payment of any installment by the Allottee, the Allottee shall be liable to pay interest to the **Company** on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the Rules.
- 1.5. The **Company** may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 8% (Eight percent) per annum for the period by which the respective installment has been preponed.
- 1.6. It is agreed that the **Company** shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described and depicted in **Schedule A & Schedule B**, 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:

Provided that the **Company** may make such minor additions or alterations as may be required by the Allottee or due to technical reasons, or such minor changes or alterations as per the provisions of the Act or as per approvals/ instructions/ guidelines of the competent authorities.

1.7. **CARPET AREA:**

- 1.7.1. During the construction of the Commercial Unit(s) or after the construction of the Building/ Tower/ Sub-Project/ Total Project is complete, as the case may be, if there is any reduction in the Carpet Area of the **Commercial**

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**Unit(s)** then the **Company** shall first adjust the same from the balance payment payable by the Allottee, and excess surplus money, still available, if any, will be refunded to the Allottee within One Hundred Eighty (180) days.

- 1.7.2. Similarly, if there is any increase in the Carpet Area, which is not more than 20% (Twenty percent) of the Carpet Area of the Commercial Unit, allotted to Allottee, the **Company** can demand that from the Allottee as per the next milestone of the Payment Plan described and depicted in **Schedule B**.
  - 1.7.3. Provided that the Allottee may choose to either pay towards such increase or request to cancel the allotment. In case of cancellation of allotment under this Para, the Allottee shall be entitled to refund of entire monies paid by the Allottee to the **Company** along with interest after (a) deducting the taxes paid by the Allottee towards the **Commercial Unit(s)** and (b) execution and registration of a cancellation deed for cancellation of the allotment. All these monetary adjustments shall be made at the same rate per square meter/ square feet as agreed in **Para 1.2** of this Agreement. The Allottee agrees and confirms, that the **Company** shall refund the balance amount (payable by it under this Para) only upon re-allotment of the Commercial Unit to the new allottee/ buyer and from the payments received from him/ her.
  - 1.7.4. The **Company** 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 occupancy certificate/ part occupancy certificate (as applicable)\* for the Building is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area of the **Commercial Unit(s)** shall be re-calculated upon confirmation by the **Company**.
- 1.8. Subject to **Para 9** the **Company** agrees and acknowledges, the Allottee shall, upon execution of the Sub-lease deed, have the right to the **Commercial Unit(s)** as mentioned below:
- 1.8.1. The Allottee shall have exclusive ownership of the **Commercial Unit(s)**;
  - 1.8.2. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the

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Common Areas 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 Maintenance Charges and the compliance of applicable rules and regulations and upon terms and conditions mentioned in the Maintenance Agreement and as prescribed by the **Company** or Association of **Sub-Project/ Total Project** or competent authority from time to time which shall be binding on the Allottee and other occupants of the **Commercial Unit(s)/ Building/ Sub-Project/ Total Project**. It is clarified that the **Company** shall hand over the Common Areas to the Association of **Sub-Project/ Total Project** or the competent authority as the case may be after duly obtaining the occupancy certificate for the **Sub-Project/ Total Project** from the competent authority as provided in the Act.

- 1.8.3. That the computation of the Total Price of the **Commercial Unit(s)** includes recovery of price of land, construction of not only the **Commercial Unit(s)** but also the Common Areas, internal development charges, cost of providing electric wiring, electrical connectivity to the Commercial Unit, lift, water line and plumbing, finishing with paint, stones, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas (as per existing firefighting norms under applicable laws), and includes cost for providing all other facilities, amenities and specifications to be provided within the **Commercial Unit(s)** in the **Sub-Project/ Total Project**, as more clearly described and depicted in **Schedule A & Schedule B** attached hereto;
- 1.8.4. The Allottee has the right to visit the **Sub-Project/ Total Project** site once in 3 months to assess the extent of development of the **Sub-Project/ Total Project** and his/ her Commercial Unit, as the case may be, subject to the following conditions:
  - 1.8.4.1. The Allottee shall take a prior written appointment from the **Company** regarding the site visits;
  - 1.8.4.2. The Allottee shall be required to comply with rules, policies and procedures of the **Company** and construction contractor with respect to such site visits; and

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1.8.4.3. The **Company** and construction contractor shall not be responsible liable for any loss, damage, injury, death, etc., suffered to or caused to or incurred by the Allottee, its nominees etc., during such site visits, unless such loss, damage, injury or death is caused due to gross negligence and willful misconduct by the **Company** and/ or construction contractor.

1.9. It is made clear by the **Company** and the Allottee agrees that the **Commercial Unit(s)** along with Reserved Car Parking Spaces shall be treated as a single indivisible unit for all purposes. It is agreed that the **Sub-Project/ Total Project** is being developed as per layout plan sanctioned for the **Sub-Project/ Total Project** and thus may not be treated as an independent, self-contained real estate **Project** covering the **Project Land** and may form part of any other **Project** or zone and shall form a part of and/ or linked/ combined with any other **Project** in its vicinity or otherwise for the purpose of integration of infrastructure for the benefit of the Allottee/ occupants of the **Sub-Project** and other **Sub-Project(s)**, if any, to be developed on the **Project Land**. It is clarified that **Sub-Project/ Total 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 **Company** under the U.P. Apartment Act, will be available only for use and enjoyment of the allottee/ occupants of the **Sub-Project** and other **Sub-Projects**, if any, to be developed on the **Project Land**, as permissible under the applicable laws.

1.10. The **Company** agrees to pay all outgoings before transferring the physical possession of the **Commercial Unit(s)** 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, charges for water or electricity, Maintenance Charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Commercial Unit). If the **Company** 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 **Commercial Unit(s)** to the Allottee, the **Company** agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

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## 1.11. EXCLUSIONS FROM THE SCOPE OF THIS AGREEMENT:

- 1.11.1. The Allottee(s) acknowledges that the **Sub-Project/ Total Project** being developed by the **Company** as per applicable laws and the Act and the Rules made thereunder. The Allottee further acknowledges and agrees that any and all obligations, rights, duties and benefits available to the Allottee(s) upon purchasing, and being allotted the Commercial Unit, are solely in relation to the **Sub-Project/ Total Project**. The Allottee further admits and acknowledges that he/ she/ it shall not have any ownership right on the areas declared as independent areas or Limited Common Areas and Facilities in the deed of declaration filed with the competent authority by the **Company** under U.P. Apartment Act. The right to use such independent areas and Limited Common Area and Facilities shall be limited to the allottee(s) who have been specifically authorized to use such independent areas/ Limited Common Areas and Facilities. The **Company** shall be entitled to regulate the usage of the independent areas and Limited Common Areas and Facilities and dispose the same as it may deem fit.
- 1.11.2. The Allottee agrees and understands that certain portions of the **Project Land** are earmarked for the provision of construction of primary school, nursery schools, shops, commercial premises/ buildings, nursing home, stores or other independent areas etc., which is, or may be, approved in the layout plan of the **Sub-Project/ Total Project** by the government authority(ies). The Allottee acknowledges and agrees that the Allottee has not paid any amount towards such facilities, amenities, areas, etc. and as such he/ she/ it shall not have any ownership right and title in any such primary school, nursery schools, shops, commercial premises/ buildings, nursing home, stores or to that matter any area specifically earmarked as independent areas in the deed of declaration to be filed by the **Company** under the Apartment Act etc., constructed or developed on the **Project Land** and **Sub-Project/ Total Project**. The ownership of such facilities, amenities, areas, etc., shall be with the **Company**, and the **Company** 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.

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- 1.11.3. The Allottee further acknowledges and agrees that he/ she/ it shall not have any right to interfere in/ obstruct/ hamper: (i) the operation and management of primary school, nursery schools, shops, commercial premises/ buildings nursing home, stores etc., as well as of independent areas in the **Sub-Project/ Total Project**, and/ or (ii) in creation of rights by **Company** 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 **Company** may deem fit proper.
- 1.11.4. The Allottee shall have no right to object to the location of the areas, facilities, and amenities mentioned in **Para 1.11** above as may be decided by the **Company** 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 any claim or right in any other residential/ commercial premises or interfere in the matter of booking, allotment and sale of school(s), if any, shops, commercial premises, club/ convenient shopping centers or in the operation and management of shops, club/ convenient shopping center, school(s), commercial premises/ buildings etc.
- 1.11.5. It is made clear by the **Company** and agreed by the Allottee, that the **Company** is responsible only to undertake the developments within the boundaries/ periphery of the **Sub-Project/ Total Project** and shall not be liable for any developments/ progress outside the boundaries of the **Sub-Project/ Total Project**. It is also clarified all land(s) earmarked by the **Company** in the lay out plan as public roads, public streets (falling outside the periphery/ boundary of the **Sub-Project/ Total 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.
- 1.12. The Allottee understands and agrees that the **Company** will be carrying out the development of other phases in the **Total Project** and there will be construction activities on the **Project Land** in future even after completion of the said **Sub-Project/** offer of possession of the **Commercial Unit(s)** to the Allottee, and the Allottee undertakes that:

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- 1.12.1. It shall not at any time, object to or create any hindrance/ obstruction/ interference in the construction and development of other phases/ areas in the **Sub-Project/ Total Project**, and shall not object to the **Company's** development/ construction or continuing with the development of the **Project Land** in phases and other adjoining land as permissible, in any manner,
- 1.12.2. It shall not raise any claim, demand, compensation etc., towards any inconvenience faced by him due to such construction activities. Further, the Allottee shall have no right to withhold any payments:
- 1.12.2.1. On account of inconvenience, if any, which the Allottee may suffer due to any development/ construction activities or other incidental/ related activities in the vicinity of the **Commercial Unit(s)** or anywhere else in the **Sub-Project** other phases in the **Total Project**, and/ or
- 1.12.2.2. On the ground that the infrastructure/ facilities/ amenities to be developed in the **Sub-Project** other phases of the **Total Project** are not completed. Any violation of this condition shall entitle the **Company** to seek remedies provided under this Agreement in cases of breach, non-payment, defaults etc.
- 1.13. The Allottee acknowledges and confirms that the **Company** has readily provided requisite information and documents to the Allottee for clarifying that the **Sub-Project/ Total Project** is being developed on the **Project Land**, which consists of several phases, and that several community and commercial facilities and amenities have been developed as part of phase(s) already developed by the **Company** or will be developed by the **Company** as part of subsequent phases, and that such facilities and amenities (i.e. facilities and amenities in other phases of the **Total Project**) will be available for use to the Allottee (along with other allottees/ occupants of other phases of the **Total Project**). The facilities and amenities, which are proposed in subsequent phases, will be available for use to the Allottee (along with other allottees/ occupants of the other phases of the **Total Project**) only after completion of the respective phases in the **Total Project**. The use of Common Areas and other facilities and amenities in the **Sub-Project** and other phases of the **Total Project** shall be subject to the terms and conditions of this Agreement and other policies, guidelines, rule and regulation etc., framed by

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the **Company**/ Maintenance Agency/ Association of **Sub-Project/ Total Project**, from time to time, in this regard, and payment of Maintenance Charges, fees, etc.

1.14. 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 **Sub-Project** and subsequent phases in the **Total Project** shall not be a ground for not taking possession of the **Commercial Unit(s)** or withholding any payment. The Allottee further acknowledges and agrees that other phases in the **Total Project** and common areas, facilities, amenities in such phases will be developed by the **Company**, at its discretion, as per permissions and applicable laws. The Allottee confirms that he/ she/ it has booked the **Commercial Unit(s)** in the **Sub-Project** on the basis of the Common Areas, facilities and amenities to be developed in the **Sub-Project**, and in case there is any delay in development or failure of development of future phase(s) in the **Total Project** (including common areas, facilities and amenities in such future phases), the Allottee shall not make and claim, demand, etc., on the **Company** in this regard.

#### 1.15. RESERVED CAR PARKING SPACE:

1.15.1. It is made clear by the **Company** and the Allottee(s) agrees that the **Commercial Unit(s)** along with Reserved Car Parking Space shall be treated as a single indivisible unit for all purposes. 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 **Company** at the time of handover of possession of **Commercial Unit(s)** to the Allottee, subject to statutory rules and regulations.

1.15.2. The Reserved Car Parking Space(s) forming a part of the **Commercial Unit(s)** is bundled with and deemed to be part and parcel of the **Commercial Unit(s)** and the same shall not be independent or detached from the **Commercial Unit(s)**. The Allottee undertakes not to sell/ transfer/ deal with or part with possession of the reserved parking space independent of the **Commercial Unit(s)** and further undertakes that 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 **Sub-Project/ Total Project**. The Allottee agrees and confirms

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that in the event of cancellation or resumption of the **Commercial Unit(s)** 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 **Company** independently in respect of the **Commercial Unit(s)** in any manner whatsoever.

- 1.15.3. The **Company** herein at all times reserves its right to allot the un-allotted car parking space(s) and additional parking space(s) (if any) on the prevailing rates including after handing over the right to maintenance of the **Sub-Project/ Total Project** to the Association as the case may be. It is hereby clarified that the Association shall not have any right over the un-allotted Reserve Car Parking Space(s) and additional parking space(s). No vehicle will be allowed to park inside the **Sub-Project/ Total Project** except for those for which Reserved Car Parking Space(s) has been allotted.
- 1.15.4. The Allottee understands and acknowledges that the service areas in the basement of the said Building, the **Sub-Project/ Total Project** and/ or anywhere else in the **Sub-Project/ Total Project** which are reserved/ earmarked by the **Company** for services, use by maintenance staff earmarked by the **Company** to house 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 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 **Commercial Unit(s)** 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/ **Company** 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.
- 1.15.5. The Allottee(s) undertakes not to sell/ transfer/ deal with or part with possession of the Reserved Car Parking Spaces independent of the **Commercial Unit(s)** and further undertakes that he shall not modify or

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make any changes or cover or raise any construction/ barricading on 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.

1.15.6. Allottee may apply for additional parking space(s) in addition to the Reserved Parking Space(s) and the same may be provided by the **Company**, 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 **Company**.

1.16. The Allottee agrees and confirms that in the event allotment of the **Commercial Unit(s)** is cancelled, for any reason whatsoever, then the **Company** shall be entitled to re-book, allot, sell, lease, Sub-lease, transfer, deal with and/ or dispose of the Commercial Unit, without any interference or objection from the Allottee, irrespective of the fact that whether the Allottee has executed a cancellation deed and 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 **Company** in this regard.

1.17. In addition to the Total Price, the Allottee is liable to pay an amount of Rs. 2,00,000/- (Rupees Two Lakhs only) towards the club membership (one time), which is applicable for 02 (two) adults and 02 (two) kids below the age of 18 (eighteen) years, to be provided in the **Sub-Project/ Total Project** as described and depicted in **Schedule B** attached hereto. Club membership for any additional members/ occupants of the Apartment shall be chargeable on pro rata basis as per the rates prescribed by the **Company**, from time to time. Further, the Allottee shall also be liable to pay annual fees as well as usage charges in accordance with the usages and services availed by the Allottee in the club and shall be required to sign and execute necessary documents for the membership of the club which shall contain the detailed terms and conditions of membership of the club and shall also 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 club charges as may be applicable from time to time. Further, the Allottee understands and confirms that the area and the facility of the club is independent area under the ownership of the **Company** and this area and its facility will never be handed over to the Association of **Sub-Project/ Total Project**.

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## 1.18. POWER GENERATION ARRANGEMENT:

- 1.18.1. The Allottee agrees and understands that the **Company**, at its sole discretion and subject to such government approvals as may be necessary, enter into an arrangement of generating and/ or supplying power to the **Sub-Project/ Total Project**. In such an eventuality the Allottee confirms that he/ she shall have no objection to such arrangement for generating and/ or supply of power, and the Allottee hereby gives complete consent to such an arrangement including it being an exclusive source of power supply to the **Sub-Project/ Total Project** or to the **Commercial Unit(s)** directly and that the Allottee have noted the possibility of it being to the exclusion of power supply from PVVNL (Paschimanchal Vidyut Vitran Nigam Limited)/ UPPCL (Uttar Pradesh Power Corporation Limited)/ State Electricity Boards (SEBs)/ any other source (hereinafter referred to as "**Power Supply Company**"). The Allottee further agree that this arrangement could be provided within the **Sub-Project/** future phases in the **Total Project** by the **Company** or nominees directly or through the respective association of owners.
- 1.18.2. It is further agreed by the Allottee, that the **Company** or its nominees shall have the exclusive right to select the site, capacity and type of the power generating and supply equipment/ plant as may be considered necessary by the **Company** or its nominees at its sole discretion from time to time. The said equipment/ plant may be located anywhere in or around the **Sub-Project/ Total Project** as per the applicable laws.
- 1.18.3. It is further agreed and confirmed by the Allottee, that the **Company** or its nominees etc. shall have the right to charge tariff for providing/ supplying the power at the rate as may be fixed by the **Company** from time to time duly approved by the competent authorities. The Allottee agrees and confirms that he/ she shall pay the amount based on the tariff to the **Company** or its nominees directly or through the Association respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the **Company** or its nominees. The Allottee also confirms that he/ she has understood that such power generating and/ or supplying equipment may during its operation, cause inconvenience to the Allottee and in such case the Allottee shall have no objection to the same.

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1.18.4. The Allottee shall not have a right to raise any dispute with regard to such arrangement either with regard to the installation of power generating equipment or payment of tariff at any time whatsoever during the time of the Allottee's ownership of the **Commercial Unit(s)**. The above clauses shall survive the Sub-lease of the **Commercial Unit(s)** or any subsequent sale/ resale or conveyancing thereof.

2. **MODE OF PAYMENT:**

2.1. Subject to the terms of the Agreement and the **Company** abiding by the construction milestones, the Allottee shall make all payments, on written demand by the **Company**, within the stipulated time as mentioned in the Payment Plan described and depicted in **Schedule B** attached hereto:

- (i) Through A/c Payee cheque/ demand draft/ bankers' cheque in favour of "KVIR TOWERS PVT LTD- COLLECTION ACCOUNT FOR RG's PLEIADDES PHASE 2".

**Account No.: 57500001553373.**

**IFSC Code: HDFC0005129.**

**Branch Add.: HDFC BANK, Shop No. 17 to 20, GF, Shri Radha Sky Garden, GH O5, Sector-16-B, Greater Noida West, Gautam Buddha Nagar-201305 (UP).**

- (ii) or online payment (as applicable).

2.2. For all payments through A/c Payee cheque/ demand draft/ bankers' cheque the date of clearance of such A/c Payee cheque/ demand draft/ bankers' cheque shall be taken as the date of payment. For online payment the date of intimation by the Allottee to the **Company** 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 **Company**. 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 **Company** is not and shall not be liable for any currency exchange rate

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given by the bank (in case of foreign remittance). **Company** will credit Allottee's account with the amount credited in **Company'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 dishonor 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 **Company**, the **Company** 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 **Company**. Further, the Company may, at its sole discretion, without prejudice to its rights, charge a payment, dishonor charge of Rs. 5000/- (Rupees Five Thousand Only) in case of first time of cheque being dishonored, and for second instance the same would be Rs. 10,000/- (Rupees Ten Thousand Only) debited to the Allottee account in addition to the interest for delayed payment and bank charges. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only. This is without prejudice to the right of the **Company** to terminate this Agreement as a breach on the part of the Allottee.
- 2.4. The Allottee shall be issued a receipt by the **Company** 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 **Company** 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 **Company** 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 **Company** 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 **Company** within 15 (fifteen) days from the date of deduction. The amount shall be credited to the account of the

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Allottee on submission of proof of payment/ deposition of “TDS on purchase of property” to the Govt. account and TDS certificate in Form-16B. 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 **Company** shall not be under any liability/ obligation to ensure the compliance of the same by the Allottee. Any delay in depositing the TDS amount will be charged on the Allottee @ 18% interest by the Company.

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

- 3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the **Company** with such permission, approvals which would enable the **Company** 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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2. The **Company** accepts no responsibility in regard to matters specified in **Para 3.1** above. The Allottee shall keep the **Company** 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 **Company** immediately and comply with necessary formalities, if any, under the applicable laws. The **Company** 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 Commercial Unit applied for herein in any way and the **Company** shall be issuing the payment receipts in favour of the Allottee only.

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4. **ADJUSTMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the **Company** to adjust/ appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding of the Allottee against the Commercial Unit, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the **Company** to adjust his payments in any manner. The **Company** will be entitled to adjust and appropriate the amount paid by the Allottee first towards 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.

5. **TIME IS ESSENCE:**

5.1. The **Company** shall abide by the time schedule for completing the construction of the **Sub-Project/ Total Project** as per RERA guidelines, as amended or modified from time to time, and towards handing over the **Commercial Unit(s)** to the Allottee and the Common Areas to the Association of **Sub-Project/ Total Project** or the competent authority, as the case may be.

5.2. Similarly, the Allottee agrees that the timely payment of installments of the Total Price and Other Charges as described and depicted in **Schedule B** attached hereto and performance of its obligations by the Allottee is essence of this Agreement as any delay would hamper the development of the Commercial Unit, the **Sub-Project** and other phases in the **Total Project**, therefore the Allottee undertakes to make timely payments of the installment and other dues, charges, amounts etc., payable by him/ her as per the Payment Plan and meeting the other obligations under the Agreement.

6. **CONSTRUCTION OF THE SUB- PROJECT/ TOTAL PROJECT/ COMMERCIAL UNIT:**

6.1. The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the **Commercial Unit(s)** 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 **Company**. The **Company** shall develop the **Sub-Project/ Total Project** in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the **Company** undertakes to strictly abide by such plans approved by the competent Authorities and shall also

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strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the GNIDA and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act or as per approvals/ instructions/ guidelines of the competent authorities, and breach of this term by the **Company** shall constitute a material breach of the Agreement.

- 6.2. The Company may complete the Sub-Project/ Total Project in part and obtain part occupation certificates for the same as the Company may deem fit. The Allottee confirms and gives his specific consent to the same and shall not raise any objection in this regard. In such event if the Allottee is offered possession of the Commercial Unit in such completed part or portion of the Sub-Project/ Total Project/ Phase, the Company and/ or its agents or contractors shall be entitled to carry on the remaining work including construction/ completion of the Commercial Unit(s) or area near/ adjacent to the Commercial Unit, including further and additional construction work in the Sub-Project/ Total Project including the part or portion where the Commercial Unit is situated, and if any inconvenience is caused to the Allottee due to such construction activity or incidental/ related activities during the said works or construction, the Allottee shall not object or make any claim (including for any damages) from the Company in this regard.
- 6.3. Until the Sub-lease Deed or other appropriate deeds and documents in respect of all the units in Sub-Project/ Total Project lands have been executed by the Company in favor of the prospective allottee(s) and/ or treating the common areas in the Sub-Project/ Total Project lands in accordance with applicable law, the Company shall have the control and authority in respect of all matters concerning the construction at the Project lands, including with respect to the unsold Commercial Units and the disposal thereof and the management and administration of the Project Land. The Company shall always be entitled to sell, let, sublet, lease, given on leave and license, or under any arrangement to persons of its choice or to use, in such manner as it may deem fit, any of the unsold Commercial Units and to receive consideration, however, subject to payment of all rates, taxes, cesses, assessments and outgoings in respect of such unsold Commercial Units. However, it is clarified that the Company shall not be liable to pay any maintenance, subscriptions charges for any unsold or unoccupied Commercial Units.
- 6.4. The Company may, either by itself and/ or its nominees/ associates/ affiliates also retain some Commercial Units in the Sub-Project/ Total Project which may be subject to different terms of use, as may be permissible under Law and the Allottee

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gives his unequivocal consent for the aforesaid.

6.5. The Allottee hereby consents to the Company dividing the basement into car parking spaces, store rooms, storage and any other areas as may be decided by the Company.

7. **COMPLETION OF THE COMMERCIAL UNIT:**

7.1 **Schedule for completion of the Commercial Unit(s) and offer of possession:**

7.1.1. The **Company** agrees and understands that timely delivery of possession of the **Commercial Unit(s)** to the Allottee and the Common Areas to the Association of **Sub-Project/ Total Project** or the competent authority, as the case may be, is the essence of the Agreement. The **Company** will endeavor to complete the construction of Building (as per bye-laws of the GNIDA) along with ready and complete Common Areas with all specifications, amenities and facilities of the **Sub-Project/ Total Project** in place on or before the Completion Date, which is the date provided by the **Company** at the time of registration of the **Sub-Project/ Total Project** with RERA authority or as amended or modified from time to time, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, pandemic, epidemic and/ or orders by any competent Court or competent authorities under law, or change in Government policy/ statutory authorities, guidelines, bye-laws, decisions, etc., or by any other reason which makes it impossible or beyond the control of the **Company** for this Agreement to be implemented on time and thereby, affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion is delayed due to the Force Majeure conditions then the Allottee agrees that the **Company** shall accordingly be entitled to the extension of time for completion of the **Sub-Project/ Total Project** and correspondingly delivery of possession of the **Commercial Unit(s)**.

Provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the **Company** to implement the **Sub-Project/ Total Project** due to Force Majeure conditions, then this allotment shall stand terminated and the **Company** shall refund to the Allottee the entire amount received by the **Company**, after deducting

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the taxes paid by the Company towards the Commercial Unit from the allotment within 240 (Two Hundred and Forty) 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 **Company** for cancellation of this Agreement. The **Company** shall intimate the Allottee about such termination at least 30 (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. against the **Company** and that the **Company** 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 **Company** or otherwise except for refund of money paid by the Allottee. Since the **Total Project** is developed in phases, it will be the duty of the **Company** to maintain those common areas and facilities which are not complete and handover all the Common Areas and facilities to the Association of **Sub-Project/ Total Project** once all phases are completed. The Maintenance Agency/ **Company** shall not charge more than the normal Maintenance Charges as defined in **Para 11** from the Allottee.

7.1.2. The **Company** will offer the possession as per procedure mentioned under **Para 7.2**. The Allottee acknowledges that the construction of the other towers in the **Sub-Project/ Total Project** will be on going, and it can take further time in the completion of the said towers and other areas in the **Sub-Project/ Total Project**. The Allottee further acknowledges that the occupancy certificate in part could also be applied for a particular tower of the **Sub-Project/ Total Project** after completing the construction, depositing the requisite fee and obtaining the NOCs from all concerned departments. Therefore, the 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.

7.1.3. 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 **Company** to the competent authority, shall not be considered as any delay on account of the **Company**. The date of applying the occupancy certificate/ part occupancy certificate shall be presumed as the date of completion of construction.

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7.1.4. The amenities like road, electricity, sewer and water supply shall be provided by the GNIDA or other competent authority up to the boundary of the **Sub-Project/ Total Project**. The **Company** will only carry out all the above mention amenities within the boundary of the **Sub-Project/ Total Project** i.e. internal development of the **Sub-Project/ Total Project**. The delay in providing the above said facilities on the part of the GNIDA/ competent authority shall not be considered the delay on part of the **Company**.

## 7.2 **Procedure for taking possession:**

7.2.1. The **Company**, upon obtaining the occupancy certificate/ part occupancy certificate (as applicable)\* of the Building/ Sub-Project from the competent authority, shall offer in writing the possession of the Commercial Unit, to the Allottee in terms of this Agreement within **2 (two) months** from the date of issuance of such occupancy certificate/ part occupancy certificate (as applicable)\* or within such further period as permissible under the prevalent Laws.

7.2.2. The Allottee shall be required to (a) inspect the **Commercial Unit(s)**, and (b) complete their full and final settlement and clear all pending dues, arrears, amounts, installments, possession charges, additional charges (if any), interest, etc., including advance of annual Maintenance Charges for 2 (two) years, Interest Free Maintenance Security (as provided in the letter of offer for handover of possession), stamp duty and registration charges for sub-lease deed and (c) execute necessary indemnities, undertakings, declarations etc. and the like as may be required or determined by the **Company** in respect of the **Commercial Unit(s)** and in the formats prescribed by the **Company**, within a period of **2 (two) months** from the date of offer of handover of possession given by the **Company**. After, submission of snag list and full and final payment of all pending dues, amounts, installments, charges, interest, legal cost and expenses including professional costs of Advocates and other charges towards preparing, executing and registering sub-lease deed, etc. by the Allottee, the **Company** will commence the fit-outs in the Commercial Unit.

7.2.3. The process of fit-outs of the **Commercial Unit(s)** generally takes a period of **60 (sixty) to 90 (ninety) days** from the date of completion of all the formalities by the Allottee. However, the same will be done on first come

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first basis, and the period of completion of fit-out activities may vary accordingly. The below mentioned work shall be done during the fit-out period: (i) Flooring inside the Unit, (ii) electrical wiring and switch fixing, (iii) internal paint on walls and ceiling.

- 7.2.4. Immediately upon completion of fit-outs, the **Company** will issue a notice to the Allottee, for inspection of the Commercial Unit. The Allottee shall, within a period of 15 (fifteen) days, from the date of notice issued by the **Company**, inspect the Commercial Unit and provide its snag list to the **Company**. The **Company**, will rectify the snags/ defects identified by the Allottee and confirmed by the contractor of the **Sub-Project/ Total Project**, within 30 (Thirty) days, from the date of submission of the snag-list.

Notwithstanding, anything to the contrary contained herein, in the event, the Allottee fails to provide the snag-list within the abovementioned period of 15 (Fifteen) days, the Allottee shall be deemed to have accepted the fit-outs/ specifications etc. in the Commercial Unit and shall not be entitled to raise any claims or demand on the **Company** in respect of the Commercial Unit later on.

- 7.2.5. On or before completion of fit-outs, the Allottee will be issued a notice for purchasing requisite stamp papers. The Allottee shall purchase the stamp papers and deposit the stamp papers along with the legal fees with the **Company** within a period of 30 (Thirty) days from the date of notice by the **Company**. Apart from that applicable registration fees will also be payable by the Allottee at the time of registration of the sub lease deed with the registrar. The process of execution of Sub-lease deed will be done on first come first serve basis. The physical possession of the **Commercial Unit(s)** will be handed over to the Allottee simultaneous to the execution and registration of the Sub-lease deed of the **Commercial Unit(s)** by the Allottee and execution of Maintenance Agreement and other requisite documents as may be required by the **Company**. At the time of handover of physical possession of the **Commercial Unit(s)** the specifications, amenities & facilities as mentioned in **Schedule B** will be provided.

- 7.2.6. The taking over of the possession by the Allottee shall be deemed acceptance by the Allottee that the **Commercial Unit(s)** has been completed as per the agreed specifications and to the satisfaction of the

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Allottee, and the Allottee shall not have any claim or dispute against the **Company** or its nominee for any item of the work/ specifications etc.

7.2.7. The **Company** agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities and documentation on part of the **Company**. The Allottee, after taking possession, shall pay the advance Maintenance Charges for a period of 2 (two) years as determined by the Maintenance Agency/ **Company**/ Association of **Sub-Project/ Total Project**, as the case may be.

### 7.3 **Failure of Allottee to take Possession of Commercial Unit(s):**

7.3.1. Upon receiving a written intimation from the **Company** as per **Para 7.2**, the Allottee shall take possession of the **Commercial Unit(s)** from the **Company** by executing necessary indemnities, undertakings, Maintenance Agreement, Sub-lease deed and such other documentation as prescribed in this Agreement and by making payments of all charges, interest, dues etc., as specified in this Agreement to the **Company**, and the **Company** shall give possession of the **Commercial Unit(s)** to the Allottee.

7.3.2. In case the Allottee fails to take possession within the timelines provided in **Para 7.2**, then:

7.3.2.1. such Allottee shall be liable to pay to the **Company** holding charges for per month at the rate of Rs.10/- per sq. ft. of Super Area of the **Commercial Unit(s)** for the period beyond 3 months till actual date of possession in addition to advance Maintenance Charges and interest on delayed payments as specified in terms of **Para 7.2**. In such case, the **Company** shall not be responsible for any loss or damage to the **Commercial Unit(s)** occasioned due to failure of the Allottee to take possession within the stipulated time;

7.3.2.2. the **Commercial Unit(s)** shall be at the Allottee's risk and cost, and the **Company** shall have no liability or concern thereof;

7.3.2.3. the Allottee shall have no right or claim in respect of any item of work in the **Commercial Unit(s)** which the Allottee may allege not to have been carried out or completed or in respect of any design specifications, building materials or any other reason whatsoever;

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7.3.2.4. the Allottee shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the **Commercial Unit(s)/ Building/ Sub-Project/ Total Project**.

7.3.3. This holding/ waiting period shall have a limit of maximum of 6 (Six) months thereafter the **Company** may cancel the allotment of the **Commercial Unit(s)** in favour of the Allottee and make refund to the Allottee as per **Para 7.5**.

7.4 **Possession by the Allottee:**

After obtaining the occupancy certificate/ part occupancy certificate (as applicable) for the Building\* the **Company** shall make an offer of hand over the physical possession of the **Commercial Unit(s)** to the Allottees, as per **Para 7.2**.

Further, it shall be responsibility of the **Company** to execute the necessary documents and plans, including those relating to the Common Areas, to the Association of **Sub-Project/ Total Project** or the competent authority, as the case may be, as per the applicable laws, after obtaining the occupancy certificate for the **Sub-Project/ Total Project**.

7.5 **Cancellation by Allottee:**

The Allottee shall have the right to cancel/ withdraw his allotment in the **Sub-Project** as provided in the Act:

Provided that where the Allottee proposes to cancel/ withdraw from the **Sub-Project** prior to receipt of Occupation Certificate, without any fault of the **Company**, then the Allottee shall give a prior written notice ("**Notice**") of Sixty (60) Days to the Company expressing his/ her/ its intention to terminate this Agreement. Upon receipt of the notice for termination of this Agreement, the **Company** herein is entitled to cancel the allotment of the Commercial Unit, terminate this Agreement in respect of the **Commercial Unit(s)** and forfeit the: (i) Booking Amount along with non-refundable amount paid for the allotment with respect to the Commercial Unit, (ii) Interest liabilities on delayed payment payable by the Allottee, (iii) Costs paid by the **Company** in respect of brokerage paid/ payable by the **Company**, (iv) statutory payments namely, GST, etc., paid by the Allottee and (v) Cost paid by the Company in respect of brokerage paid towards subsequent allotment of the Commercial Unit.

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The Allottee agrees and confirms, that the **Company** shall refund the balance amount (payable by it under this Para) to the Allottee only upon re-allotment of the **Commercial Unit(s)** to subsequent new allottee/ buyer. The refund of amount will be made to the Allottee on pro-rata basis as per payments received from the new allottee/ buyer.

After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the **Company** and that the **Company** 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 **Company** or otherwise except for refund of money paid by the Allottee.

Notwithstanding anything contained to the contrary, pursuant to any cancellation/ withdrawal of the allotment, the Allottee(s) shall have no right, title, lien, claims or demands whatsoever against the Commercial Unit, and the **Company** shall, thereafter be entitled to resale and/ or deal with the **Commercial Unit(s)** in any manner whatsoever at its sole discretion.

8. **REPRESENTATIONS WARRANTIES AND COVENANTS:**

8.1. The **Company** hereby represents and warrants to the Allottee as follows:

8.1.1. The **Company** has absolute, clear and marketable leasehold rights and title with respect to the **Project Land**, the requisite rights to carry out development of the **Sub-Project/ Total Project** and is in absolute, actual, physical and legal possession of the **Project Land** on which the **Sub-Project/ Total Project** is being undertaken;

8.1.2. The **Company** has lawful rights and requisite approvals from the competent authorities to carry out development of the **Sub-Project/ Total Project**;

8.1.3. The details of the **Sub-Project/ Total Project/ Project Land** are more clearly described and depicted in **Schedule A & Schedule B** attached hereto including any encumbrances thereupon.

8.1.4. There are no litigations pending before any Court of law or Authority with respect to the **Project Land, Sub-Project/ Total Project, Building or Commercial Unit(s)** which is prejudicial to the rights of the allottees.

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- 8.1.5. All approvals, licenses and permits issued by the competent authorities with respect to the **Sub-Project/ Total Project** and **Commercial Unit(s)** are valid and subsisting and have been obtained by following due process of law. Further, the **Company** has been and shall, at all times, remain to be in compliance with all applicable law in relation to the **Sub-Project/ Total Project, Project Land, Building/ Tower, Commercial Unit(s)** and Common Areas;
- 8.1.6. The **Company** 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;
- 8.1.7. The **Company** has not entered into any agreement for sale/ Sub-lease and/ or development agreement or any other agreement/ arrangement with any person or any party with respect to the **Project Land**, including the **Sub-Project/ Total Project** and the **Commercial Unit(s)** which shall, in any manner, affect the rights of Allottee under this Agreement;
- 8.1.8. The **Company** confirms that the **Company** is not restricted in any manner whatsoever from selling the **Commercial Unit(s)** to the Allottee in the manner contemplated in this Agreement;
- 8.1.9. At the time of execution and registration of the Sub-lease deed, Maintenance Agreement and other documents by the Allottee subject to Force Majeure conditions, the **Company** shall handover lawful, vacant, peaceful, physical possession of the **Commercial Unit(s)** to the Allottee. The Common Areas will be handed over to the Association of **Sub-Project/ Total Project** or the competent authority, as the case may be, after completion of all the phases in the **Total Project** and issuance of occupancy certificate for the **Sub-Project/ Total Project**;
- 8.1.10. The **Commercial Unit(s)** 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 Commercial Unit;
- 8.1.11. The **Company** 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,

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whatsoever, payable with respect to the **Sub-Project/ Total Project** to the Competent Authorities till the occupancy certificate/ part occupancy certificate (as applicable)\* for the Sub-Project/ Total Project has been issued and offer of possession of **Commercial Unit(s)** is made. The Common Areas (equipped with all the specifications, amenities and facilities) shall be handed over to the Association of **Sub-Project/ Total Project** or the competent authority as the case may be after issuance of occupancy certificate for the **Sub-Project/ Total Project**. At the time of handing over the maintenance of the **Sub-Project/ Total Project** to the Association of **Sub-Project/ Total 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 **Company** under the Apartment Act, will be handed over to the Association of **Sub-Project/ Total Project**;

- 8.1.12. The Allottee has the power to execute, deliver and perform his 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.
- 8.1.13. This Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms on the Allottee.
- 8.1.14. The execution, delivery and performance by the Allottee of this Agreement and the documents contemplated hereby (with or without giving 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.

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8.1.15. All the unsold spaces and the areas which are not the part of Common Area shall continue to be the property of the **Company** and all rights related to such properties shall vest with the **Company** and are reserved with the **Company** for the said areas.

8.1.16. The **Company** 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 Commercial Unit s within the **Sub-Project/ Total Project**, and the Allottee shall have no right to raise objection or make any claims on this account.

8.1.17. All the provisions contained herein and the obligations arising hereunder in respect of the Commercial Unit(s)/ said Building/ **Sub-Project/ Total Project** shall equally be applicable to and enforceable against any and all the occupiers, tenants, licensees and/ or subsequent purchasers/ assignees of the Commercial Unit, as the said obligations go along with the **Commercial Unit(s)** for all intents and purposes.

**9. EVENTS OF DEFAULT AND CONSEQUENCES:**

9.1. Subject to the Force Majeure conditions, the **Company** shall be considered under a condition of default, in the following events:

9.1.1. If the **Company** fails to provide ready to move in possession of the **Commercial Unit(s)** to the Allottee within the time period specified in **Para 7.1.1** or fails to complete the **Sub-Project/ Total Project** within the completion timelines stipulated herein. For the purpose of this Para, 'ready to move in possession' shall mean that the **Commercial Unit(s)** 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, except the work to be carried out during the fit-out period which is **Para 7.2.3**, and for which occupation certificate/ part occupancy certificate, as the case may be, for the Building has been issued by the competent authority;

9.1.2. Discontinuance of the **Company's** business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2. In case of default by the **Company** under the conditions listed above, a non-defaulting Allottee is entitled to the following:

9.2.1. The Allottee shall have the option of terminating the Agreement in which case the **Company** shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Commercial Unit, along with interest (i.e. interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the Rules) only upon re-allotment of the **Commercial Unit(s)** on pro-rata basis from payments received from the new allottee/ buyer.

9.3. The Allottee shall be considered under a condition of default on the occurrence of any of the following events:

9.3.1. In case the Allottee fails to make payments of any installment even after 2 (two) consecutive reminder notices of 7 (seven) days each for such installment issued by the **Company** as per the Payment Plan annexed hereto, and if such default by Allottee under this para continues for a period beyond 1 (one) month after the first of such notice from the **Company** in this regard; or

9.3.2. the Allottee is in breach of any of its obligations under this Agreement, the Act and/ or Rules.

9.4. In case of default by the Allottee under **Para 9.3.1 or Para 9.3.2**, the **Company** may cancel the allotment of the **Commercial Unit(s)** in favour of the Allottee and refund the money paid to the **Company** by the Allottee by deducting the: (i) Booking Amount, (ii) Interest liabilities on delayed payment payable by the Allottee and (iii) Costs paid by the **Company** in respect of brokerage paid/ payable by the **Company** and statutory payments namely, GST, etc. paid by the Allottee and (v) Cost paid by the Company in respect of the brokerage paid towards subsequent allotment of the Commercial Unit and this Agreement shall thereupon stand terminated.

Provided that the **Company** shall intimate the Allottee about such termination at least 15 (Fifteen) days prior to such termination.

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- 9.5. Upon cancellation of the allotment by the Company, the Allottee's rights and interests in the Commercial Unit and Reserved Parking ceases, and the Company is discharged from all liabilities and obligations under this Agreement. Subsequently, the **Company** shall have the right to sell, transfer and/ or assign the Commercial Unit in favour of third party(ies) or otherwise deal with the **Commercial Unit(s)** and the Reserved Parking Space(s) in the manner in which it may deem fit as if the Agreement had never been executed and if the Company re-allots the Commercial Unit, it shall refund the remaining balance (as per Para 9.3.1) on a pro-rata basis, calculated from payments received from the new allottee/ buyer.
- 9.6. The said refund by the Company to the Allottee as stated above, sent through cheque/ demand draft by registered post acknowledgment due or by Courier at the address of the Allottee mentioned herein, shall be full and final satisfaction and settlement of all claims of the Allottee under this agreement, irrespective of whether the allottee accepts/ encashes the said cheque/ demand draft or not.
- 9.7. In case of allotment of Commercial Unit in favor of multiple Allottees then, unless a duly executed instruction by all such Allottee(s) is provided to the Company at the time of termination, all payments/ refund to be made by the Company to the Allottee under the terms of this Agreement upon termination, shall be made to all the Allottee(s) equally, which payment/ refund shall be construed to be valid discharge of all liabilities towards all such joint Allottee(s).
- 9.8. It is clarified that notwithstanding anything contrary contained herein, in the event of delay in payment of any installment by the Allottee, the Allottee shall be liable to pay interest as per RERA to the **Company** on the unpaid amount.
10. **SUB-LEASE OF THE APARTMENT:**
- 10.1. The Allottee agrees that on receipt of Total Price of the **Commercial Unit(s)** as per **Para 1.2** along with other charges as detailed in **Schedule B**, costs, payments, interest, deposits, securities, etc. under the Agreement and subject to **Para 7.2**, the **Company** shall execute a Sub-lease deed to the Allottee and convey the title of the **Commercial Unit(s)** together with proportionate indivisible share in the Common Areas within: (i) 6 months from the date of issuance of the occupancy certificate/ part occupancy certificate, as the case may be, for the Sub-Project/ Total Project, or (ii) such other time as may be prescribed under applicable laws, or (iii) as per timelines agreed herein preceding paras, whichever is later. Until a

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Sub-Lease deed is executed and registered in favour of the Allottee, the **Company** shall continue to be owner of the **Commercial Unit(s)**.

10.2. 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 expenses for the execution and registration of the Sub-lease deed of the **Commercial Unit(s)**. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 and the Registration Act, 1908.

10.3. However, in case the Allottee fails to deposit the stamp papers and legal fees within the period mentioned in the notice, the Allottee authorizes the **Company** to withhold possession and registration of the Sub-lease deed in his/ her favour till the submission of the stamp papers and deposit the legal fees to the **Company** is made by the Allottee.

**11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ SUB-PROJECT/ TOTAL PROJECT:**

11.1. The **Company** shall be responsible to provide and maintain essential services in the **Sub-Project/ Total Project** for 2 years (with applicable charges) from the date of issues of part/ complete occupancy certificate or till the taking over of the maintenance of the **Sub-Project/ Total Project** by the Association of **Sub-Project/ Total Project**, whichever is earlier as the case may be.

11.2. However, if the Association is not formed within 2 years of issuance of occupancy/ part occupancy certificate, as the case may be for the **Sub-Project/ Total Project**, the Maintenance Agency/ **Company** will be entitled to collect from the Allottee, the maintenance charges based on Super Area as per the maintenance agreement and the draft maintenance agreement as per draft provided by the **Company** at the time of handover of possession of the **Commercial Unit(s)**. The Maintenance Agency/ **Company** will pay the balance amount available with him against the Maintenance Charges to the Association of **Sub-Project/ Total Project** once it is formed. It is clarified that in the event the Association has been formed within the said 2 years period, but the Association fails to take handover of the Common Areas from the **Company**, for any reason whatsoever, then in such cases also, the Maintenance Agency/ **Company** will be entitled to collect from the Allottees the abovementioned Maintenance Charges and other charges as set out in the Maintenance Agreement.

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11.3. Till the time the Association of **Sub-Project/ Total Project** take handover of the said Common Areas as envisaged in the Agreement or prevalent laws governing the same, the **Company** shall have a right to appoint any agency/ Person, at its sole discretion, ("**Maintenance Agency**") for undertaking maintenance of Common Areas and facilities and providing other the maintenance services as per terms and conditions set out in the Maintenance Agreement. The **Company** or the Maintenance Agency appointed by it shall have the right to recover applicable Maintenance Charges (**as per Para 11.2 above**) and other charges as set out in the Maintenance Agreement.

11.4. The Allottee undertakes to join the Association and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the **Company** for this purpose. The Allottee also undertakes to join the Association of **Sub-Project/ Total Project** if and when formed by the **Company** or its nominee(s) for a part or whole of the **Sub-Project/ Total 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 **Sub-Project/ Total Project**.

11.5. The terms and conditions relating to maintenance services, use of Common Areas and facilities, payment of Interest Free Maintenance Security Deposit, Maintenance Charges, etc. shall be as set out in the Maintenance Agreement.

## 12. INTEREST FREE MAINTENANCE SECURITY (IFMS)

12.1. The Allottee hereby understand that the Interest Free Maintenance Security (IFMS) described and depicted in **Schedule B** attached hereto is to secure adequate provision of the maintenance services and for the Allottee's due performance in paying promptly the Maintenance Charges/ bills, unpaid or future Government levies, charges by whatever name called as and when demanded by **Company/ Maintenance Agency** and other charges as raised by the **Company/ Maintenance Agency** from time to time. The Allottee agrees to pay the IFMS at the time of offer of possession or as and when demanded by the **Company**.

12.2. The amount paid by the Allottee towards IFMS is adjustable towards unpaid maintenance charges/ any other amount demanded by the **Company/ Maintenance Agency** of any nature including but not limited to all major revenue/ capital expenditure, without any prior Notice/ intimation by the **Company/ Maintenance Agency**. If due to such adjustment of pending maintenance charges from the IFMS falls below the agreed rate. Then the Allottee hereby undertake to

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replenish the resultant shortfall within fifteen (15) days of the due date of the defaulted Maintenance Charges.

12.3. The **Company**/ Maintenance Agency reserves the right to increase the IFMS from time to time, whether before or after handing over the possession keeping in view the increase in the cost of maintenance services and the Allottee agrees to pay such increases within fifteen (15) days of written demand to the **Company**/ Maintenance Agency.

12.4. The Allottee shall, before the execution of Sub-lease Deed in his/ her/ its favour, be liable to pay such increase in the IFMS or to make good the shortfall as aforesaid on or before its due date. It is made specifically clear and it is so agreed by the Allottee that this Para relating to IFMS shall survive the Sub-lease of title in favour of the Allottee and the **Company**/ Maintenance Agency shall have first charge/ lien on the **Commercial Unit(s)** in respect of any such non-payment of shortfall/ increases, as the case may be.

12.5. The **Company** shall at its sole discretion have the right to refund/ offer to refund in full and final settlement of the IFMS or transfer to the Maintenance Agency, after adjusting therefrom any outstanding Maintenance Charges and/ or other outstanding for the Allottee at any time including upon execution of the Sub-lease Deed and thereupon the **Company** shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the IFMS, including but not limited to issues of repayment, refund and/ or my/ our claims, if any, on account of the same. It is hereby specifically agreed by me/ us that the transfer of IFMS to the Maintenance Agency shall not be linked in any manner whatsoever to the implementation of the Act by the **Company** for the **Sub-Project/ Total Project**. The Maintenance Agency upon the transfer of IFMS or in case, fresh IFMS sought from me/ us as stipulated hereinabove, reserves the right to modify/ revise all or any of the terms of the IFMS, Maintenance Agreement, including but not limited to the amount/ rate of IFMS, etc.

13. **DEFECT LIABILITY:**

13.1. 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 **Company** as per this Agreement relating to such development, excluding defect(s) caused by normal wear and tear and/ or by the negligent use of the **Commercial Unit(s)** by the Allottee/ occupants, use without proper maintenance/ AMC, act of god, vagaries of nature, superficial cracks, etc., is brought to the notice of the **Company** within a

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period of 5 (five) years by the Allottee from the date of offer for handing over possession or the date of obligation of the **Company** to given possession to the Allottee, whichever is earlier, it shall be the duty of the **Company** to rectify such defects without further charge, within 180 (one hundred and eighty) days, and in the event of **Company's** failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13.2. The Allottee acknowledges that there are several products/ equipment/ services to be provided by third party/ Person (for example lifts, AC, wardrobes, fans, lights, etc.), and the warranty and guarantee provided by the respective third party/ Person in respect of such products, equipment and services, will be available to the Allottee as per the products/ equipment/ services specifications, and the Allottee can approach such third parties directly for such warranty or guarantee claims. The **Company** shall not be responsible for warranty or guarantee for any products/ equipment/ services provided in the **Commercial Unit(s)** and/ or **Sub-Project/ Total Project** by any third party/ Person.

13.3. The Allottee also agrees that for several products, equipment, machines etc., provided in the **Sub-Project/ Total Project** including DG Sets, lifts, etc., require proper annual maintenance. The **Company** shall also not be liable in case there is any default in the proper maintenance of these products, equipment, machines etc.

**14. RIGHT TO ENTER THE COMMERCIAL UNIT(S) FOR REPAIRS:**

14.1. The **Company/** Maintenance Agency/ Association of **Sub-Project/ Total Project** 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 **Company, Association of Sub-Project/ Total Project** and/ or Maintenance Agency to enter into the **Commercial Unit(s)** or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14.2. The Company reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Sub-Project/ Total Project and any common rights of ways with the authority to grant such rights to the Allottee and/ or other Allottees at the Sub-Project/ Total Project at all times. Further in case of exigency situations like fire, short circuits, leakages on the floor above or below or adjacent etc. of the

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Commercial Unit, the Allottee, authorize/s the Company and/ or Maintenance Agency to break open the doors/ windows of the Commercial Unit and enter into the Unit to prevent further damage to the other Commercial Unit in the Sub-Project/ Total Project. In such a case, the Company and/ or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee on account of entry to the Commercial Unit as aforesaid and the Allottee hereby expressly consents to the same.

15. **USAGE:**

15.1. Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **Sub-Project/ Total 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 basement(s) in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of **Sub-Project/ Total Project** formed by the allottees for rendering maintenance services.

15.2. The use of the **Commercial Unit(s)** by the Allottee shall be subject to strict compliance of the rules/ code of conduct as may be formulated and determined by the **Company/** Maintenance Agency for such occupation/ usage. Further, the **Company/** Maintenance Agency reserves the right to modify/ amend the rules/ code of conduct and such modifications/ changes shall be binding on the Allottee.

15.3. The Allottee hereby confirms to have read and understood the terms and conditions of the Principal Lease Deed executed between GNIDA and the **Company** as ascribed in **Recital A & Schedule A**, and to observe the terms and conditions of the Agreement as applicable to the Allottee/ **Commercial Unit(s)**. The Allottee also undertakes not to commit any act or omission and/ or use the **Commercial Unit(s)** in any manner, which may result in breach of any terms or condition of the Principal Lease Deed.

15.4. The **Commercial Unit(s)** shall be used for residential purposes only. The Allottee undertakes not to: (i) use the **Commercial Unit(s)** or permit the same to be used for any purpose which is mentioned in the restrict/ prohibited usage, or (ii) use the **Commercial Unit(s)** for any illegal or immoral purposes, and/ or (iii) do or cause to be done any act/ omission which may cause nuisance, damage, annoyance or

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inconvenience to the occupiers of adjoining Commercial Units/ areas. Any change in the specified usage of the Commercial Unit, 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 the breach of terms and conditions of this Agreement by the Allottee.

15.5. The Allottee shall not use the **Commercial Unit(s)** in a manner that may cause noise pollution, nuisance or annoyance to other **Commercial Unit(s)** owners or residents of the buildings/ towers of the **Sub-Project/ Total Project**, or to do or permit anything to be done in or around the Commercial Unit which tends to cause damage to any flooring or ceiling or services of any Commercial Unit over, below, adjacent to the **Commercial Unit(s)** or 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.

15.6. The **Company/** Maintenance Agency shall not be liable for theft, pilferage or misplacement of any material, fixtures, fittings or equipment kept/ installed by the Allottee at the **Commercial Unit(s)** and/ or any accident or injury caused or occasioned to the Allottee, its visitors or any employee or the workers engaged by the Allottee.

15.7. The Allottee shall be solely responsible in respect of any penal action, damages or loss in this regard and the Allottee shall indemnify and keep the **Company/** Maintenance Agency harmless in respect of breach of its obligations contained under this Agreement including this **Para 15**.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE COMMERCIAL UNIT:**

16.1. Subject to Para 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the **Commercial Unit(s)** 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 Commercial Unit, 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 **Commercial Unit(s)** and keep the Commercial Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc., of the Building is not in any way damaged or jeopardized.

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- 16.2. The Allottee further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face/ facade of the Building or anywhere on the exterior of the **Sub-Project/ Total 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 **Commercial Unit(s)** 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 **Commercial Unit(s)**.
- 16.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the **Company** and thereafter the Association of **Sub-Project/ Total Project** and/ or Maintenance Agency appointed by Association of **Sub-Project/ Total Project**. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.4. Upon handing over Commercial Unit, the Allottee shall not make any structural alterations to the **Commercial Unit(s)** and/ or effect any change to the plan or elevation and shall not enclose the balconies attached to the **Commercial Unit(s)**. The Allottee shall not demolish the **Commercial Unit(s)** or any part thereof nor will at any time make or cause to be made any construction/ additions/ alterations of whatever nature to the **Commercial Unit(s)** or any part thereof.
- 16.5. The Allottee hereby declare/s agree/s and confirm/s that the monies paid/ payable by the Allottee under this Agreement towards the Commercial Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/ are not designed for the purpose of any contravention or evasion of the provisions of the **Prevention of Money Laundering Act, 2002**, rules, regulations, notifications directions or guidelines of any statutory authority passed from and/ or amended from time to time. The Allottee further authorize/s the Company to give personal information of the Allottee to any statutory authority as may be required time to time. The Allottee further agree/s and confirm/s that in case the Company becomes aware and/ or in case Company is notified by the statutory authorities of any instance of violation of **Money Laundering Regulations**, then the Company at its sole discretion be entitled to terminate this Agreement. In the event of such termination, the monies paid by the Allottee shall be refunded by the Company to the Allottee in accordance with the terms of this Agreement only after the Allottee

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furnishing to the Company a no-objection/ consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

16.6. The Allottee shall not:

- i. Sub-divide the Commercial Unit, sink any bore-well or dig any well in the **Sub-Project/ Total Project** and shall keep the surrounding areas of the **Commercial Unit(s)** neat and clean;
- 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;
- 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;
- 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;
- v. create any encroachment on the Common Areas or any part thereof;
- vi. keep battery, invertors/ petrol, kerosene, generators, flowers, vessels, air conditioners, coolers etc. in the stairs or entrance or road or parking places; or
- vii. do or act in any manner which directly or indirectly harms the reputation of the **Company**/ defames the **Company**.

16.7. The Allottee hereby agrees that allotment of **Commercial Unit(s)** is subject to the terms and conditions of the sanctioned plans, license etc., and he shall comply with sanctioned building plans, license, bye-laws, guidelines, rules and regulations of the Government authorities as may be applicable to the **Commercial Unit(s)** and comply with, from time to time, after offer of possession of the Commercial Unit, all the requirements, requisitions and demands that have been notified from time to time by the municipal authority/ Government authority or any other competent authority in respect of the **Commercial Unit(s)**. 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,

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- guidelines etc. of the Government authority as may be applicable to the **Commercial Unit(s)**. The Allottee(s) shall keep the **Company** 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.
- 16.8. 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 **Commercial Unit(s)** 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 **Company** or (b) cause increase in premium payable in respect thereof.
- 16.9. The Company may, till the offer of handover of possession is given to the allottee, choose to insure the structure of the building at its own cost. Thereafter, the cost of the insurance for the structure of the Building would be payable by the Allottee 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(s) etc., inside the Commercial Unit, without any liability or responsibility on the **Company**.
- 16.10. The Allottee agrees that after handover of **Commercial Unit(s)** to the Allottee, the Allottee shall ensure that the Allottee/ occupant of the **Commercial Unit(s)** is not in breach of any terms/ conditions stipulated in the permissions and approvals granted in respect of the **Sub-Project/ Total Project** including without limitation license, sanctioned plans, fire NOC/ permission, green building permission, environment and pollution permission etc.
- 16.11. 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 **Commercial Unit(s)** and other relevant document pertaining to parking space(s) (if any) as the **Company** so desire to comply with the provisions of the Act and other applicable laws.
- 16.12. The Allottee agrees and confirms that any non-observance of the provisions of this **Para No. 16.1 to 16.11** shall entitle the **Company** and/ or the Maintenance Agency, to enter the Commercial Unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee. The

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Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 16.13. The Allottee agrees and confirms that the present agreement and the payment made hereunder do not create or bring into existence any lien/ encumbrance over the Commercial Unit in favor of the Allottee against the Company other than rights and interests as contemplated under this Agreement. Further the Allottee agrees that he shall not, without the written approval of the Company, create any encumbrance, mortgage, charge lien, on the Commercial Unit, by way of sale, agreement of sale, lease, license, loan, finance agreement or by creation of any third-party interest whatsoever, till the date of execution and registration of the sub-lease deed in his favor by the Company.
- 16.14. In case of termination of this Agreement, all documents executed/ received by the Allottee(s) in furtherance thereto shall stand terminated for all intents and purposes and the Allottee(s) shall return all documents (in original) to the Company.
- 16.15. The Allottee acknowledges, agree(s) and undertakes that the Allottee shall neither hold the Company or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ communication(s)/ offer(s) made by any third party to the Allottee nor any claims/ demands on the Company or its concerns/ affiliates with respect thereto.
- 16.16. The Allottee agrees and undertakes that the Company shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Commercial Unit by concerned authorities due to non-payment by the Allottee or any other Commercial Unit Purchaser of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments.
- 16.17. Due to any operation of Law or any statutory order or otherwise, if a portion of the Sub-Project/ Total Project or the entire Sub-Project/ Total Project is discontinued or modified resulting in cancellation of allotment, then the Allottee(s) affected by such discontinuation or modification will have no right of compensation from the Company in any manner including any loss of profit. The Company will, however refund all the money received from the Allottee(s) without any liability towards any interest/ costs/ damages, subject to deduction of applicable taxes.

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16.18. That the Allottee(s) acknowledges that the Land payments with respect to the Project Land to GNIDA are yet to be paid. The same shall be paid by the Company over a period of time.

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

17.1. The Parties are entering into this Agreement for the allotment of a **Commercial Unit(s)** with the full knowledge of all laws, rules, regulations, notifications applicable to the **Sub-Project/ Total Project**.

17.2. The Allottee has full knowledge of all laws, rules, regulations and notifications applicable to the **Sub-Project/ Total Project**. The Allottee hereby undertakes to comply with and carry out, from time to time after taking possession of the **Commercial Unit(s)** all the requirements, requisitions, demands and repairs which are required by any development authority/ GNIDA/ Government or any other competent authority in respect of the **Commercial Unit(s)** at his/ her/ its own cost and keep the **Company** indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

**17.3.** The Allottee(s) after 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 by State of U.P. or any other competent authority. That Allottee shall abide by all laws, rules and regulations of the GNIDA/ local authority/ Government of State/ Government of India and of the Association of **Sub-Project/ Total Project** and shall be responsible for all deviations, violations or breach of any of the conditions of law/ bye-laws or rules and regulations after handing over the possession of the **Commercial Unit(s)**.

**18. ADDITIONAL CONSTRUCTIONS:**

18.1. The Allottee acknowledges that the **Company** may undertake/ make changes, additions, deletions or put-up additional structure(s) anywhere in the **Sub-Project/ Total Project** after the building plan, layout plan, sanction plan and specifications, amenities and facilities has 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 right, title or interest on the additional construction/ structure and/ or additional buildings in and around the **Sub-Project/ Total Project**, which the **Company** may construct in order to utilize the additional FAR, incident, if any,

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to the **Sub-Project/ Total Project/ Project Land** as permitted by the competent authority(ies).

- 18.2. That the Allottee(s) agrees and undertakes that in case at any stage further FAR of the **Sub-Project/ Total Project** is increased beyond the current applicable FAR of the **Sub-Project/ Total Project** permitted by the competent authorities, the **Company** shall have the exclusive rights and ownership on such additional FAR beyond the current permissible FAR. The **Company** shall have the sole discretion to utilize the additional FAR and such construction shall be the sole property of the **Company**. The **Company** shall be entitled to dispose of in any manner it chooses without any interference from the Allottee(s). The Allottee(s) acknowledges that he/ she/ it/ they has/ have not made any payment towards the additional FAR and shall have no objection to any such construction activities including addition of floors carried on the tower (in which the **Commercial Unit(s)** is located) or anywhere in the **Sub-Project/ Total Project**.
- 18.3. The Allottee(s) acknowledges that the **Company** has the right to undertake development as per applicable laws without any claim or objection from the Allottee(s). The Allottee(s) further agrees and acknowledges that from time to time the **Company** may purchase/ acquire additional FAR/ FSI from competent authorities, including currently permissible purchasable FAR/ FSI in respect of the **Project Land/ Sub-Project/ Total Project**. Therefore, the Allottee(s) agrees and confirms that the **Company/ its nominee** shall at all times be entitled to construct and develop such additional/ purchased FAR/ FSI on the **Project Land/ Sub-Project/ Total Project**, as per necessary sanctions and related to **Sub-Project/ Total Project** approvals that may be obtained from the competent authority. The **Company** shall be entitled to dispose of in any manner it chooses without any interference from the Allottee(s).
- 18.4. The Allottee(s) further agrees and understands that as per (or due to changes in) Government policies, orders, rules, regulations, statutory provisions, additional construction may be permitted to be developed as part of the **Project Land/ Sub-Project/ Total Project**.
- 18.5. The Allottee(s) agrees and undertakes that he/ she/ it/ they shall: (i) not, at any time, put any hindrance/ obstruction/ interference in the construction/ development of the remaining areas in the **Sub-Project/ Total Project/ Project Land/** future expansion/ additional land parcels as part of the **Sub-Project/ Total Project** in any manner, and (ii) not object to the **Company's** development/ construction or

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continuing with the development of the **Project Land/ Sub-Project/ Total Project** future expansion/ additional land parcels, in any manner. The Allottee(s) further undertakes not to object or raise any claim, demand, etc., towards any inconvenience faced by him due to such construction/ development activities. Further, the Allottee shall have no right to withhold any payments: (i) on account of inconvenience, if any, which the Allottee(s) may suffer due to any development/ construction activities or other incidental/ related activities in the vicinity of the **Commercial Unit(s)** or anywhere else in the **Sub-Project/ Total Project**, and/ or (ii) on the ground that the infrastructure/ facilities/ amenities to be developed in the **Sub-Project/ Total Project** subsequently are not completed.

18.6. That Allottee(s) agrees that in case during the course of construction and/ or after the completion of the Building, further construction on future block within the **Sub-Project/ Total Project** becomes possible which shall not be objected by Allottee(s) in recognition of the **Company** having exclusive right to take up or complete such further construction as belongs to the **Company** notwithstanding the designation and allotment of any Common Areas as Limited Common Areas or otherwise.

18.7. It is clarified that the Allottee(s) shall not have right, title or interest on the additional construction/ structure and/ or additional buildings in and around the **Sub-Project/ Total Project**, which the **Company** may construct in order to utilize the additional FSI, on the **Sub-Project/ Total Project**, as permitted by the competent authority(ies).

**19. MORTGAGE OR CHARGE:**

19.1. The **Company** 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 Land and/ or receivables from the **Sub-Project/ Total 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 **Company** to raise finance. However, the **Commercial Unit(s)** shall be released of all such mortgages and encumbrances created by the **Company** before the execution and registration of sub lease deed in favour of the Allottee(s).

19.2. After the **Company** executes this Agreement, he shall not mortgage or create a charge on the **Commercial Unit(s)** except the receivables of the **Commercial Unit(s)** if any, may be mortgaged or charge is made or created then notwithstanding anything contained in any other law for the time being in force,

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such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such **Commercial Unit(s)**. In case, he has deposited total price to the Banks/ NBFCs/ Financial Institutions to whom the receivables of the **Commercial Unit(s)** are mortgaged.

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

The **Company** has assured the Allottee that the **Sub-Project/ Total Project** in its entirety is in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and any amendment thereafter. The **Company** showing compliance of various laws/ regulations as applicable in Uttar Pradesh.

21. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the **Company** does not create a binding obligation on the part of the **Company** or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, get this Agreement registered before the concerned Sub-Registrar of GNIDA. If the Allottee fails to execute and deliver to the **Company** this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/ or fails to get this Agreement registered before the Sub-Registrar the **Company** shall be entitled to cancel/ terminate this Agreement and all sums deposited by the Allottee in connection therewith including the booking amount shall be refunded to the Allottee without any interest or compensation whatsoever.

22. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Commercial Unit(s)/ Building, as the case may be. This Agreement may only be amended through written consent of the Parties.

23. **RIGHT TO AMEND:**

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

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

The Allottee may transfer/ assign/ endorse this Agreement or any interest in this Agreement and nominate any other person/ body corporate in its place in respect of the Commercial Unit, as may be permitted by the **Company** subject to:

- (i) Receipt of written request from the Allottee by the **Company**;
- (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;
- (iii) Payment of the applicable administrative charges/ transfer charges upto 4% of the total cost of the property as per the prevailing price list at the time of transfer by the Allottee as prescribed by the **Company** and competent authorities, which may be revised from time to time along with the applicable taxes, if any. However, any charges with respect to the registration/ amendment/ transfer payable to the Authority shall be borne by the Allottee alone.
- (iv) Signing/ execution by the Allottee of such documents/ applications as may be required by the **Company**;
- (v) The Allottee obtaining no objection certificate/ letter from the **Company**, Maintenance Agency and other competent authorities, as the case may be;
- (vi) The assignee/ transferee agreeing to comply with all formalities in this regard and executing such other documents as may be required by the **Company**;
- (vii) In case the transferor has secured any finance/ loan against the **Commercial Unit(s)** from any financial institution/ bank, a 'No Objection Certificate' from the financial institution/ bank.

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 **Commercial Unit(s)** and the **Sub-Project/ Total Project** shall equally be applicable to and enforceable against and by any subsequent Allottees of the

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Commercial Unit, in case of a transfer, as the said obligations go along with the **Commercial Unit(s)** for all intents and purposes.

25. **WAIVER NOT A LIMITATION TO ENFORCE:**

25.1. The **Company** may also, 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 as detailed in **Schedule B** 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 **Company** in the case of one Allottee shall not be construed to be a precedent and/ or binding on the **Company** to exercise such discretion in the case of other Allottees.

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

26. **SEVERABILITY:**

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

26.2. 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 26.1**, including any additional condition imposed, relating to the allotment of the **Commercial Unit(s)** or the **Sub-Project/ Total Project**.

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

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

Authorized Signatory  
For KVIR Towers Pvt. Ltd.

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28. **FURTHER ASSURANCES:**

The 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 **Commercial Unit(s)** and other relevant document pertaining to Reserved Parking Space(s), if any, as the **Company** so desire to comply with the provisions of the Act and other applicable laws.

29. **RAISING OF FINANCE BY ALLOTTEE(S):**

29.1. The Allottee may obtain finance from any financial institution/ bank but the Allottee's obligation to pay Total Price and other charges etc., for the **Commercial Unit(s)** pursuant to this Agreement, shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound by the terms of this Agreement, whether or not he has been able to obtain financing for the purchase of the **Commercial Unit(s)**. It is clarified that the liability and responsibility towards such financial institutions, banks etc., shall be solely on the account of the Allottee.

29.2. Any loan facility from banks/ financial institutions availed by the Allottee in respect of the **Commercial Unit(s)** shall be subject to the terms and conditions as imposed by the **Company** and/ or bank/ financial institution, and the Allottee shall be solely liable and responsible for repayment of loan facility and satisfaction of charge.

29.3. The Allottee understands and agrees that the **Company** shall always have lien/ charge on the **Commercial Unit(s)** for all unpaid dues and outstanding amounts payable by the Allottee, and the execution of Sub-lease deed of the Commercial Unit(s) in favour of the Allottee shall be subject to the Allottee providing to the **Company** a no objection certificate from such financial institution/ Bank/ NBFC in the form satisfactory to the **Company**.

29.4. 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 **Company** in respect of the **Sub-Project/ Total 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

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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 **Commercial Unit(s)** or performing all other obligations by the Allottee hereunder or be the basis of any claim against or liability of the **Company**.

29.5. The Allottee agrees that in the event of cancellation of the allotment of the Commercial Unit, termination of this Agreement and/ or termination of the agreement/ tripartite agreement executed with the lending bank/ financial institution/ **Company**, the **Company** shall be entitled to make payment to the lending bank/ financial institution as per the said tripartite agreement, and payment by the **Company** to the lending bank/ financial institution shall be deemed to be the fulfillment of obligation of **Company** for refund of amount to the Allottee under this Agreement. The Allottee further agrees that it shall not create any hindrance, interference, claims, disputes etc., in respect of compliance by the **Company** with its obligations under the said tripartite agreement.

30. **NOTICES:**

That all notices to be served on the Allottee and the **Company** as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the **Company** by Registered Post or e-mail at their respective addresses specified below:

**Allottee details: -**

Name of Allottee : Name of First Applicant as given above  
(Allottee Address) : Address of First Applicant as given above  
E-mail Address : E-mail of First applicant as given above.

**Company Details: -**

Name : **M/s KVIR Towers Pvt. Ltd.**  
Address : GH-14B, Sector – 1, Greater Noida.  
E-Mail : **customercare@rgs-pleiaddes.com**

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

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For KVIR Towers Pvt. Ltd.

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31. **JOINT ALLOTTEES:**

31.1. That in case there are Joint Allottees all communications shall be sent by the **Company** to the Allottee whose name appears first and at the address given by him/ her which shall for all intents and purposes to consider as properly served on all the Allottees.

31.2. Unless otherwise specified in the application of this Agreement, the allottee & co-allottee (if any) will have equal share in the Commercial Unit, and their inter-se rights and duties as allottee(s) in special situations as specified herein below shall be as under: -

31.2.1. Death of a Co-Allottee: The name of the legal heirs of the co-allottee will be recorded in the records of the **Company** only after the legal heir of the Co-Allottee provides the necessary **succession certificate** (or any other relevant order/ document) certifying that they are the legal heirs of the deceased from the appropriate authority/ court. Where the legal heirs request for mutation/ recording of their name 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 booking is subject to bank loan then the necessary No Objection Certificate shall also be required in addition to the documents as prescribed here above.

31.2.2. Divorce or other legal dispute: In case of divorce or other legal dispute, the **Company** shall honour the order of the competent Court of law and pursuant orders of the authorities. However, the pendency of any legal proceeding shall not give any relaxation to me/ us in making the payment of installment(s) on due dates.

31.2.3. The **Company** may from time to time prescribe such other documents as may be required by the **Company** for mutation/ recording of name of legal heirs of the deceased.

32. **RIGHT TO ASSIGN:**

The Allottee agrees that, the **Company** reserves all its right to assign all or any of its rights/ obligations towards development and construction of the aforesaid **Sub-Project/ Total Project** in favour of any Group **Company** or Associate **Company** or a Subsidiary **Company** or a Special Purpose Vehicle to be formed or any other entity under joint venture/ development agreement/ collaboration agreement for

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the purpose of execution of the **Sub-Project/ Total Project** as per the Act. The Allottee further understand that, with effect from date of assignment, all the letters and correspondence exchanged with the **Company** including the monies paid there under shall automatically stand transferred in the name of such new **Company** 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 **Company**. The Allottee shall continue to perform all their obligations towards such assignee **Company** in accordance with terms and conditions mentioned hereof.

33. **BROKERAGE:**

The Allottee shall bear the expenses including commission or brokerage to any person for services rendered by such person to the Allottee whether in or outside India for acquiring the **Commercial Unit(s)**. The **Company** shall in no way, whatsoever, be responsible or liable for such payment, commission or brokerage nor the Allottee has the right to deduct such charges from the Total Price and other charges payable to the **Company** for the **Commercial Unit(s)**. Further, the Allottee shall indemnify and hold the **Company** free and harmless from and against any or all liabilities and expenses in this connection.

34. **CAPTIONS/ HEADINGS:**

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/ Paras in this Agreement shall be done by reading the various Paras in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

35. **RIGHT TO JOIN AS AFFECTED PARTY:**

The **Company** shall have the right to join as an affected party in any suit/ complaint filed before any appropriate court by the Allottee if the **Company's** rights under this Agreement is likely to be affected/ prejudiced in any manner by the decision of the court on such suit/ complaint. The Allottee agree to keep the **Company** fully informed at all times in this regard.

36. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the **Commercial Unit(s)** or Building, as the case may be, prior to the execution and registration of this Agreement for Sale/ Lease for

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such **Commercial Unit(s)** or Building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale/ Lease or under the Act or the Rules or the Regulations made there under.

37. **OFFICIAL LANGUAGE:**

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.

38. **ACT OF CASTING INSINUATION, INNUENDO, LIBEL OR SLANDER:**

38.1. The Allottee undertakes that in case of any dispute with the **Company** over any issue whether emanating directly or by implication from this Agreement, the same or any other issue concerning the possession/ construction of the Commercial Unit, the Allottee shall be entitled to remedy only under Para 9 or avail appropriate legal remedy before a competent 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 **Sub-Project/ Total Project** to act in any manner, which may amount to casting insinuation, innuendo, libel or slander against the **Company**, its directors or its officials, or otherwise indulge in activities which amounts to defamation or malicious/ wrongful prosecution of the **Company**, its directors or its officials and/ or the **Sub-Project/ Total Project**.

38.2. Without prejudice to its other rights and remedies available under this Agreement, Act and Rules, the **Company** 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 **Company**, its directors or its officials and/ or the **Sub-Project/ Total Project**.

39. **CUSTOMER QUERIES/ ISSUES REDRESSAL MECHANISM:**

The Allottee understand and confirm that the queries and individual issues will be resolved as per the process given below:

- (i) The customer centric queries and individual issues of the customers shall be resolved by the Customer Care Department of the **Company**.

- (ii) The customers are advised to interact with customer care department only and not to any technical staff as well as the sales department, working at site or headquarter because they might not be aware about complete details/ construction plans.
40. That the Stamp duty, registration fee and all other incidental charges required for execution and registration of this Agreement shall be borne by the Allottee(s).
41. **GOVERNING LAW:**  
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force. Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of the Act and rules made thereunder. Any change so prescribed by the Act shall deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.
42. **INDEMNITY**  
The allottee undertakes to indemnify and keep the Company, its Directors, its nominees and its officers/ employees harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs ("**Claims**") which may be faced, suffered, inflicted or incurred by the Company as consequence of breach of any of the terms and conditions of this Agreement as also of any of its representations or warranties not being found to be true at any point of time or any other act or omission on the part of the Allottee or on the part of his/ her/ it's their personal and/ or representatives. It is agreed that the Allottee shall be responsible for the failure to comply with the obligations herein or for the occurrence of any hazard within the Commercial Unit due to the Allottee(s) willful misconduct and/ or negligence. In such an event, the Allottee shall keep and hold the Company fully indemnified for the quantum of loss, penalty caused or borne by the Company, claims or demands raised on the Company due to such willful misconduct and/ or negligence on the part of the Allottee(s).
43. **PLACE OF EXECUTION:**  
The execution of this Agreement shall be complete only upon its execution by the **Company** through its authorized signatory at the Company's Site Office, or at some other place, which may be mutually agreed between the **Company** and the Allottee, anywhere in Distt. Gautam Budh Nagar, U.P. after the Agreement is duly

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executed by the Allottee and the **Company** or simultaneously with the execution the said Agreement, the Allottee shall be responsible for getting this Agreement registered at the office of the Sub-Registrar at GNIDA. Hence this Agreement shall be deemed to have been executed at Distt. Gautam Budh Nagar, U.P.

44. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled upon reference to mediation cell of the Authority. In the event of failure to settle the same by mediation cell of the Authority, the same shall be referred to the sole arbitrator to be mutually appointed by the Parties. The arbitration proceedings shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996 and amendments made thereto. The language of arbitration shall be English and the seat of arbitral proceedings shall be at District Gautam Budh Nagar, Uttar Pradesh.

The decision of the sole arbitrator in regard to any dispute/ difference shall be final & binding on the Parties. The Courts at Gautam Buddha Nagar, Uttar Pradesh shall have the exclusive jurisdiction over any dispute pertaining to this Agreement.

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For KVIR Towers Pvt. Ltd.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

First Allottee	Second Allottee	Third Allottee

<p>WITNESSES:          1 Signature .....</p> <p>Name .....</p> <p>Address .....</p>	<p>WITNESSES:          2. Signature .....</p> <p>Name .....</p> <p>Address .....</p>
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**Schedule A**

Authorized Signatory  
 For KVIR Towers Pvt. Ltd.

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1. **DETAILS OF THE PROJECT LAND/ SAID SUB-PROJECT/ TOTAL PROJECT**

1.1. **PROJECT LAND:**

**M/s KVIR Towers Pvt. Ltd. (“Company”)** is the absolute and lawful owner of the lease hold land admeasuring 33,000 square meters situated at Plot No. GH-14B, Sector 01, Greater Noida, U.P. in Tehsil & District Gautam Budh Nagar, Uttar Pradesh (“**Project Land**”) vide lease deed dated 07/08/2014 executed by **GNIDA** for a period of 90 (ninety) years, which was registered in the office of Sub-Registrar in book No. 1, Volume 16613 at pages 355 to 386 as documents No. 26335.

1.2. **TOTAL PROJECT:**

The **Company** is developing the **Total Project** titled “**RG’s PLEIADDES**” on the **Project Land** in phased manner. The Total Project comprises residential towers, commercial building, club and buildings having common amenities. These towers comprise Residential apartments as well as Commercial Units.

1.3. **SUB-PROJECT:**

The Company is developing the **Sub-Project** in the **Total Project** by the name “**RG’s PLEIADDES Phase-2**” consisting of two residential towers namely “**Club-ASTERO & Commercial-RG SQUARE**” being developed on the land parcel admeasuring 11307 Sq. Mt. being part of the **Project Land**.

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## 2. APPROVALS

Sr.	Description	Approval Details
1	Detail of first approval of Building Plan from GNIDA.	Letter no. PLG/(BP)3474/GH/FTS/5872 dated 24.09.2015.
2	Detail of first revised approval of Building Plan from GNIDA.	Letter no. PLG/(BP)3474/8107 dated 29.11.2017.
3	Detail of extension of first revised approval of Building Plan from GNIDA.	Letter no. NEO/2024/1225 dated 07.06.2024.
4	Detail of second revised approval of Building Plan from GNIDA.	Letter No. PLG/(BP)SM-05-Jun-2024:21582 dated 10.09.2024.
5	No Objection Certificate ("NOC") from Fire Department.	Letter no. UPFS/2024/121229/GBN/Gautam Buddh Nagar/26926/JD dated 01.07.2024.
6	NOC from Airports Authority of India.	Letter no. AAI/RHQ/NR/ATM/NOC/37/2023/155-158 dated 11.01.2023.
7	Environment clearance from the State Environment Impact Assessment Authority, U.P.	Environment Clearance bearing File no. 7408-6989 dated 01.07.2023.

## 3. ENCUMBRANCES (IF ANY):

- 3.1. The Sub-Project/ Total Project's total Assets and Receivables including "**Project Land**", "**Sub-Project/ Total Project**" were charged with M/s ECL Finance Ltd., which has now assigned its rights in favour of Pridhvi Asset Reconstruction and Securitisation Company Ltd. for Sub-Project/ Total Project Finance whereas the first charge on the "**Project Land**" is with Greater Noida Authority for their dues.

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**4. SITE PLAN / LAY OUT OF THE SUB-PROJECT/ TOTAL PROJECT:**

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For KVIR Towers Pvt. Ltd.

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**5. LAYOUT PLAN/ CLUSTER PLAN OF THE BUILDING/ TOWER:**

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For KVIR Towers Pvt. Ltd.

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**6 SPECIFICATIONS, AMENITIES, FACILITIES OF TOTAL SUB-PROJECT/  
TOTAL PROJECT & SUB-SUB-PROJECT/ TOTAL PROJECT**

No.	Particulars
1	Driveways/roads/walkways/lighting and services
2	Sewerage drainage line connected to STP
3	Lighting protection/arrestors and aviation caution lights.
4	Power distribution system including DG sets
5	Security and fire control room with fire detection system
6	Ramp driveways / staircase / passages / shafts / Firefighting and Basement ventilation system/ lighting and services in basements, stilt and podium
7	Sump and sump pumps in basements
8	Community Centre.

**COMMERCIAL UNIT(S), ITS TOTAL PRICE AND PAYMENT PLAN**

- 1. DETAILS OF COMMERCIAL UNIT, RESERVED PARKING SPACES & BOUNDARIES**

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2. **BREAKUP OF TOTAL SALE PRICE**

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3. FLOOR PLAN OF THE COMMERCIAL UNIT

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For KVIR Towers Pvt. Ltd.

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4. PAYMENT PLAN

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**Schedule B.... Contd.**

5. **INTEREST FREE MAINTENANCE SECURITY (IFMS):**

The Interest Free Maintenance Security shall be payable by the Applicant at the time of possessions of the said Commercial Unit @ Rs. 120/- (Rupees One Hundred Twenty Only) per sq. ft. of Super Area.

6. **CLUB MEMBERSHIP FEE:**

The Social Club Membership Fee is Rs. 2,00,000/- and annual subscription charges for the first one year and GST as applicable thereon shall be payable by the Applicant at the time of possessions of the said Commercial Unit.

<b>Description:</b>	<b>Amount (Rs.)</b>
Club Membership Fees (one time):	Rs. 2,00,000/-
1st Year Subscription Charges:	Rs. 50,000/- per Commercial Unit.
TOTAL:	Rs. 2,50,000/- per Commercial Unit.
GST:	As applicable
<b>Total payable amount:</b>	<b>Rs. 2,50,000/- + GST (as applicable)</b>

Note: These charges are for the family of four persons only (i.e., for 02 (two) adults and 02 (two) kids below the age of 18 (eighteen) years). Club membership for any additional members/ occupants of the said Commercial Unit shall be chargeable on pro rata basis.

7. **OTHER CHARGES:**

A. Water & Sewer Connection Charges:	Rs. 12,357/- + GST per Commercial Unit.
B. Security Deposit for electricity:	Rs. 1334/- per KVA per Commercial Unit.
C. FTTH (Fibre to home) charges:	Rs. 5500/- + GST per Commercial Unit.
D. Sec. Deposit - PNG Connection to IGL:	Rs. 8800/- per Commercial Unit.
E. Dual Electricity meter charges:	Rs. 35,000/- + GST per Commercial Unit.
F. Water Usage Charges (In Advance for 2 years):	Will be charged at the time of offer of Possession as applicable.
G. One time Lease-Rent:	Will be charged at the time of offer of Possession.

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**Annexure D.... Contd.**

(Note: The charges mentioned in the above point No. 5, 6 and 7 are as per estimated current prevailing rates and the same shall be subject to change depending on the rates prevailing at the time of offering possession.)

8. **MAINTENANCE CHARGES:**

The Allottee acknowledges that the Maintenance Charges are not included in the Total Price above. Further the Maintenance charges will be governed by the Maintenance Agreement, draft of which is attached hereto as **Annexure F**. The liability to pay Maintenance Charges on Super Area, as may be notified at the time of provision of services by the **Company**/ Association as the case may be, shall be payable by the Allottee as the responsibility of the allottee.

**Note:**

- 1) The Allottee shall make the payment to the **Company** 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 **Company** within 15 (fifteen) days from the date of deduction. 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-16B. 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 **Company** shall not be under any liability/ obligation to ensure the compliance of the same by the Allottee.
- 2) Further in the event the **Company**, Maintenance Agency, Association and/ or Association of Sub-Project/ Total Project is required to provide any additional infrastructure, facility, equipment, material, service etc. (including but not limited to providing separate infrastructure, cables, wiring, etc., for providing separate electric meter, power back up etc.), then Applicant shall also be liable to pay cost and charges for the same on proportionate basis, as per demand raised by the **Company**, Maintenance Agency, Association of Project, as the case may be.
- 3) Tax Details of the Company : KVIR Towers **Pvt. Ltd.:**  
PAN No. : AAECD7205R.  
GST Identification No. : 09AAECD7205R1Z5.

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For KVIR Towers Pvt. Ltd.

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**Annexure D.... Contd.**

- 4) The cost of stamp duty, registration charges or other incidental charges will be borne and paid by the Applicant in addition to Total Price for the said Commercial Unit(s).
- 5) GST is applicable over and above the sales price as per the rates applicable. In case the **Company** has not charged GST from the Applicant or allowed a rebate/ discount equal to the amount GST charged which is mentioned in above total price of the Commercial Unit(s) and there will be decrease if any in GST, the same will be first adjusted against such rebate/ discount.
- 6) Any other costs, interest, charges and expenses required to be paid by the Applicant in terms of this Application and Agreement for Sale/ Sub-Lease and if any other demand is made by any Authority in respect of the Sub-Project/ Total Project/ Commercial Unit/ Application Form for which the **Company** may be held responsible and/ or liable, the share of all such demands in the proportion that the Carpet Area bears to the Total carpet area of all the Commercial Units within the commercial area of the Sub-Project/ Total Project shall be payable by the Applicant.

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For KVIR Towers Pvt. Ltd.

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**9. SPECIFICATIONS, AMENITIES, FACILITIES OF THE COMMERCIAL UNIT**

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For KVIR Towers Pvt. Ltd.

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**DRAFT MAINTENANCE AGREEMENT**

(This is only an indicative draft, which is annexed for the purpose of acquainting the Allottee(s) with the broad terms and the same are subject to change when actual agreement is executed)

This Maintenance Agreement is executed at Gautam Budh Nagar on this \_\_ day of \_\_\_\_\_, 2024.

**BY AND BETWEEN**

**M/s. Elegant Facility Management Private Limited**, a Company incorporated under the Companies, Act,1956, having its registered office at G-03, Ground Floor, Plot no. SU, LSC, B-Block, RG City Centre, Lawrence Road, North West Delhi, Delhi-110035 through its Authorized Signatory Mr./ Mrs. \_\_\_\_\_ S/W/o Mr. \_\_\_\_\_, R/o \_\_\_\_\_, who has been empowered by the Board of Directors vide Board Resolution dated \_\_\_\_\_ to sign this Agreement (hereinafter referred to as '**Maintenance Agency**', which expression shall, unless repugnant to the context or meaning thereof, include its authorized representatives, executors, administrators and permitted assigns), of the FIRST PART;

**AND**

- i. **Mr./ Mrs.** \_\_\_\_\_ S/W/o Mr. \_\_\_\_\_, R/o \_\_\_\_\_
- ii. **Mr./ Mrs.** \_\_\_\_\_ S/W/o Mr. \_\_\_\_\_, R/o \_\_\_\_\_
- iii. **Mr./Mrs.** \_\_\_\_\_ S/W/o Mr. \_\_\_\_\_, R/o \_\_\_\_\_

hereinafter, referred to as '**the User**', which expression shall, unless repugnant to the context or meaning thereof, include his/ her/ their legal heirs, successors, executors, permitted assigns, of the SECOND PART.

**AND**

**M/s. KVIR Towers Pvt. Ltd.**, a Company incorporated under the Companies, Act, 1956, having its registered office at G-06, Ground Floor, Plot No. SU, LSC B-Block, RG City Centre, Lawrence North West, Delhi-110035 through its duly Authorized Signatory Mr./ Mrs. \_\_\_\_\_ S/W/o Mr. \_\_\_\_\_, to sign this Agreement (hereinafter referred to as '**Company/ Confirming Party**', which expression

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shall, unless repugnant to the context or meaning thereof, include its successors, authorized representatives, executors, administrators, assigns), of the THIRD PART;

The expressions 'Maintenance Agency', 'the User' and 'Confirming Party' shall hereinafter collectively be referred to as 'the Parties' and individually as 'the Party' as the context demands.

## WHEREAS

1. The Confirming Party has constructed/ developed a multi-storied Club and Commercial Project under the name and style of “**RG’s PLEIADDES**” situated at Plot No. GH-14B, Sector 01, Greater Noida, U.P., (hereinafter referred to as “**the said Total Project/ Complex**”), within which the **Sub-Project** by the name “**RG’s PLEIADDES Phase-2**” consisting of two buildings namely “**Club-ASTERO & Commercial-RG SQUARE**” is being developed on the land parcel admeasuring 11307 Sq. Mt., which is ready for use and occupation.
2. The said User(s) had applied to the Confirming Party for the allotment of a Commercial Unit No. \_\_\_\_\_ in the said Sub-Project/ Total Project/ Complex and consequent there upon, the Confirming Party had confirmed the booking and issued the Allotment Letter dated \_\_/\_\_/\_\_\_\_. Further the Agreement to Sale/ Sub-Lease dated \_\_/\_\_/\_\_\_\_ has also been executed between the user and the confirming party.
3. The Maintenance Agency, is engaged and specializes in the business of providing professional services including the Management, Operation and Maintenance of various services and facilities and the equipment(s) installed in any kind of residential/ commercial spaces.
4. The user has agreed as the terms and conditions of application and provisional allotment as well as the Agreement to Sale/ Sub-Lease issued by the Confirming Party to the said User which contained a stipulation for the provision of Maintenance Services by the Confirming Party or through any of its nominated Maintenance Agency and payment of operation/ maintenance charges by the said User to the Maintenance Agency and the said User has agreed to execute a separate Operation/ Maintenance Agreement for the maintenance of the said Complex.
5. The Confirming Party has nominated the Maintenance Agency and has assigned the right of maintenance services of supply of ground water, sewerage system,

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power distribution network, waste management, horticulture, parks, security, common areas and facilities, equipment, machines, fixture etc. in said Complex and accordingly the Maintenance Agency has entered into the shoe of the Confirming Party to provide the maintenance services to the buyers/ occupiers of the Commercial Unit of the entire Sub-Project and operate the same systematically by collecting operation/ maintenance charges from the said Users in lieu of their services and to do all such acts, deeds etc. as may be necessary to provide maintenance services in vital, distinct and lawful manner.

**NOW THEREFORE, THIS MAINTENANCE AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND AMONGST THE PARTIES HERETO AS FOLLOWS:**

**DEFINITIONS AND INTERPRETATION:**

In this Maintenance Agreement, the following words and expressions when capitalized shall have the meaning assigned herein. When not capitalized, such words and expressions shall be attributed their ordinary meaning:

- a. "Allotment Letter" shall mean the confirmation of booking of a Commercial Unit by the Company, which is issued by the Company to the allottee(s) upon making a request for provisional allotment of a Commercial Unit and agreeing to abide by the standard terms & conditions as mentioned in the Application for Allotment and as contained in agreement to Sale/ Sub-Lease and upon receipt of 10% of the Total Sale Price by the Company.
- b. "Application" shall mean the application form submitted by the said User(s) to the Confirming Party for the provisional allotment of a Commercial Unit in the Said Complex.
- c. "Common Areas and Facilities" shall mean such common areas and facilities within the Said Tower/ Said Complex which are enumerated in the Appendix A of this Agreement.
- d. "IFMS" means the amount paid by the Allottee to secure adequate provision of the maintenance services and for the Allottee's due performance in paying promptly the Maintenance Charges/ bills, unpaid or future Government levies, charges by whatever name called as and when demanded by **Company**/ Maintenance Agency and other charges as raised by the **Company**/ Maintenance Agency from time to time.

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- e. "Maintenance Agency" includes the person(s) responsible for providing the Maintenance Services within the Said Complex, which includes any person, body corporate, association, sole proprietorship, corporation, joint venture, trust, any Government agency or any other organization that may be appointed by the Company for carrying out maintenance and upkeep of the Said Complex.
- f. "Maintenance Agreement" shall mean this maintenance agreement along with all appendices, annexures, schedules, terms and conditions attached thereto.
- g. "Maintenance Charges" shall mean the charges payable by the User to the Maintenance Agency for the Maintenance Services but this does not include the charges for actual consumption of utilities in the said Commercial Unit including but not limited to electricity and water charges which shall be charged on monthly basis as per actual consumption/ usage and also does not include any statutory payments/ taxes with regard to the Said Complex/ Said Tower/ Said Commercial Unit. The maintenance charges will be calculated on the basis of actual cost of Maintenance Services.
- h. "Maintenance Services" shall mean such services for the maintenance of Common Areas and Facilities and for providing utilities including but not limited to as specified under Clause 1 hereof, to be rendered by the Maintenance Agency.
- i. "Said Commercial Unit" means the specific Commercial Unit allotted to the User along with exclusive right to use the Parking Space(s), details of which have been set out in the said Agreement to Sale/ Sub-Lease and includes any alternative Commercial Unit allotted to the User in lieu of the Said Commercial Unit.
- j. "Said Tower" means the building by the name "**RG's PLEIADDES Phase-2**" consisting of "**Club-ASTERO & Commercial-RG SQUARE**" in the Said Complex, in which the Said Commercial Unit may be located.
- k. "Said Complex" means the complex developed on the Said Land under the name and style of "**RG's PLEIADDES**" as per the building plans approved by the competent authority(ies), comprising of residential apartments, Commercial buildings, club house, school, convenient shopping centers etc.
- l. "Said Land" means land admeasuring 33,000 Sq. Mtr. approx. situated at Plot No. GH-14B, Sector 01 Greater Noida, U.P. on which the Said Complex is being developed.

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## **TERMS AND CONDITIONS**

For all intents and purposes and for the purpose of the terms and conditions set out in the Application, singular includes plural and masculine includes feminine gender.

### **1. MAINTENANCE SERVICES AND THEIR SCOPE:**

It is agreed that the said Confirming Party has no further liability and/ or obligation for maintaining the said Complex and for providing any service under the said Agreement and the said Confirming Party is relieved and discharged of all such liabilities and all such maintenance and services shall be rendered and/ or provided by the Maintenance Agency and hence forth subject to the terms and conditions of this Maintenance Agreement and the User's compliance of the terms of the said Agreement to Sale/ Sub-Lease / Sub-Lease deed executed by the Company for the Said Commercial Unit and subject to the timely payment of the Maintenance Charges, the Maintenance Agency shall ensure provision of the Maintenance Services in accordance with this Maintenance Agreement during the term of this Maintenance Agreement. The Maintenance Services shall include the following:

#### **1.1 For the Said Complex/ Said Tower:**

- (i) Maintenance of the Common Areas and Facilities as specified in Annexure IV to the Said Agreement.
- (ii) Maintenance of open spaces, compound wall, landscaping, roads, paths and such other spaces within the boundary wall of the Said Complex including maintenance of equipment for providing utilities.
- (iii) Operation and Maintenance of electrification equipment and ancillaries installed within the Said Complex/ Said Tower under bulk electric supply scheme, power back-up and sub-stations connected with supply of electrical energy and equipment installed in the Said Tower/ Said Complex for filtration, water supply, sewerage, sewage treatment plant, water treatment plant in the Said Complex.
- (iv) Security services for the Said Tower/ Said Complex.
- (v) Insurance of the Said Complex/ Said Tower including any structure, equipment installed in the Said Tower/ Said Complex and excluding the assets, fittings and fixtures owned, possessed or fitted by the said User(s) within the said Commercial Unit.
- (vi) Repairing, renewing or replacing any component, structure etc., falling within or not in the Common Areas and Facilities, as the Maintenance Agency may deem fit.
- (vii) Provide such other maintenance services as the Maintenance Agency may deem fit with regard to the maintenance of the Said Complex/ Said Tower,

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which is within the four corners of the said Agreement to Sale/ Sub-Lease or is pursuant to the provisions of any extant law, Government rule, instruction, circular, notification etc.

**1.2 For the parking areas:**

- (i) Maintenance of the parking spaces in the basement(s)/ podium(s) or in any other part of the Said Tower/ Said Complex;
- (ii) Other services, including but not limited to, maintenance of reserved covered/ open/ semi-covered parking spaces allotted for exclusive use of the User, driveways, electrification, security services etc. and other services, as the Maintenance Agency may deem fit, with regard to the parking in the basement(s)/ podium(s).
- (iii) For the avoidance of doubt, it is clarified that the Maintenance Agency may add, withhold or vary any of the Maintenance Services if the Maintenance Agency considers the addition, withholding or variation of such services to be necessary or desirable for the upkeep and maintenance of the Said Complex or part thereof or if so required by lawful authority, which may have the effect of increase in the Maintenance Charges.

**2 MAINTENANCE CHARGES:**

- 2.1 The User agrees and undertakes to pay, on quarterly basis, the Maintenance Charges in advance, as per the bills raised by the Maintenance Agency in this regard, at the beginning of each quarter. The User understands that as per the said Agreement, the Maintenance Charges shall be levied from the date of the issuance of formal offer of possession of the said Commercial Unit. Further, the non-turning up for registration of the sub-lease deed or refraining from taking the physical possession of the said Commercial Unit shall in no case entitle the said User(s) from not paying the maintenance charges under this agreement.
- 2.2 At the end of each financial year, the Maintenance Agency shall get its accounts audited and the expenses incurred would form basis of estimate for billing in the subsequent financial year. If there shall be any surplus/ deficit arising at the end of the financial year after audit, the same shall be adjusted in the bills raised in the subsequent financial year in a manner that the amount may be refunded to/ recovered from the User by subsequent bills.
- 2.3 The basis for the Maintenance Charges to be billed to the User shall be as under:
- (i) The Maintenance Charges shall be calculated by taking into account the entire cost incurred by the Maintenance Agency for rendering total services

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- and the bills for the same shall be raised quarterly in advance.
- (ii) The Maintenance Agency shall also bill the charges relating to the operation and maintenance of various services in which the Said Complex/ Said Commercial Unit is located.
  - (iii) In case the User(s) ask for any additional/ specific services other than the services specified in this Agreement, then the same shall be chargeable by the maintenance agency and the charges for the same shall be defined and revised by the maintenance agency from time to time.
  - (iv) The Maintenance agency reserves the absolute right to increase, revise, modify the charges for any of the services to enable itself to provide necessary operation, maintenance and management services in consonance with the covenant that it shall charge only at 1.2 times the actual revised costs and the User(s) agree to the same.
  - (v) For the sake of clarity, the calculation of the maintenance charges to be billed to the User shall be determined by the following formula: -

<b>Particulars</b>		<b>Amount</b>
Cost of operation/ maintenance services	<b>(A)</b>	.....
Cost of energy as determined by the bill paid to the concerned power distribution company	<b>(B)</b>	.....
Less: Actual receipts by the Maintenance Agency from the users in respect of electricity bills paid by them	<b>(C)</b>	.....
<b>Net Expenditure</b>		.....
<p>The resultant total shall be divided by the total Super Area of the Said Complex/ Said Building/ Said Tower to arrive at operation Maintenance charges per Sq. Ft. of the Super Area which shall be multiplied by 1.2 times to arrive at the operation/ maintenance charges per Sq. Ft. of the built-up area to be paid by any individual Occupant/ User.</p>		

**2.4 Utilities:**

- (i) The cost for common area electrical energy consumption is included in the maintenance charges.
- (ii) The parties to this agreement, acknowledge and agree that the collection of the charges from the User shall be more discretely governed by the terms and

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conditions as covenanted in the separate Power Supply Agreement being entered between the parties to this agreement and in case of any repugnancy, the terms of the Power Supply Agreement, in its applicability to electricity supply, shall prevail, as this clause is in addition and in derogation of the same.

**2.5 GST/ Other taxes:**

GST and any other applicable tax(s) as per extant law/ Government rules/ notification shall also be charged on the maintenance charges, electricity charges etc. and any other charges to be paid by the User with respect to the said Commercial Unit.

**3 PROCEDURE OF BILLING AND PAYMENT:**

- 3.1 The Maintenance Agency shall, at the beginning of each quarter, raise the bill for Maintenance Charges as mentioned in clause 2.1 on the User. The User undertakes to pay the entire amount of Maintenance Charges as stated in the bill on or before the due date specified. No part payment shall be accepted and even if the Maintenance Agency accepts it, the same shall, nevertheless constitute default by the User.
- 3.2 The Maintenance Agency shall raise bills for utilities as per clause 2.4 on the User for actual consumption of utilities including but not limited to electricity and water charges. The User undertakes to pay the entire amount as stated in the bill on or before the due date as may be specified. No part payment shall be accepted and even if the Maintenance Agency accepts it, the same shall, nevertheless constitute default by the User.
- 3.3 All payments shall be made by the User through Crossed Cheque/ Demand Draft only, drawn in favour of the Maintenance Agency payable at Delhi/ Noida and shall be deemed to have been paid only when the amounts are credited to the accounts of the Maintenance Agency.
- 3.4 In the event of delay/ default by the User in payment of the Maintenance Charges/ utilities bills by the due date mentioned in the bills, the Maintenance Agency shall have the right to adjust the unpaid amount, from the amount of IFMS without any prior Notice/ intimation by the Maintenance Agency, in accordance with the terms and conditions as may be specified under the said Agreement to Sale/ Sub-Lease.

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3.5 In case due to the aforesaid adjustment, the amount of IFMS falls below the required amount, then the User shall be liable to make good such short fall within fifteen (15) days failing which the User shall be liable to pay interest @ 18% p.a. on the unpaid amount for the period of delay in payment after the due date. If the User defaults in making the shortfall within a further period of fifteen (15) days, the Maintenance Agency shall have the right to withhold/ discontinue the Maintenance Services/ utilities for the Said Commercial Unit, at any time, without any further notice.

Notwithstanding anything contained herein, the Maintenance Agency shall have the first charge on the Said Commercial Unit for the recovery of the aforesaid unpaid amounts (including interest thereon).

3.6 Without prejudice to the right to the Maintenance Agency to recover the MaintenanceCharges/ utilities bills in the aforesaid manner and to charge @ 18% PA interest for the period of delay, the unpaid bill shall be deemed to be a notice to the User to the effect that if the amounts stated in the bill is not paid by the due date, the Maintenance Agency shall have the right to discontinue the provision of Maintenance Services/ utilities/ to run and operate the equipment of utilities to the User till the date of payment of the unpaid amount along with interest.

3.7 All returned/ dishonored cheques shall be subject to legal action under the provisions of Negotiable Instrument Act, 1881 or any modification thereof apart from civil action for recovery of the amount. The Maintenance Agency shall be entitled to recover bank charges in addition to bill amount, interest at the rate of 18% p.a. and other charges as provided in this Agreement in case of dishonored cheques. For all purposes, the unpaid maintenance charge shall be deemed to be unsettled debt of the said User(s).

3.8 The payment of bill shall not be held-up/ delayed even if there are any differences ordisputes as to its accuracy. Any such difference or disputes regarding accuracy of the bill shall be separately settled as provided in Clause 7 of this Agreement. Notwithstanding any clause of this Agreement, the liability of the Maintenance Agency to provide Maintenance Services is conditional on the Maintenance Agency getting the Maintenance Charges/ utility bills within the stipulated time from all the users, in no event less than 80% of the actual users. In the event there is a default by more than 20% of the apartment owners to pay the Maintenance Charges/ utility bills the Maintenance Agency shall not be obliged to provide any Maintenance Services and/ or run or operate the utilities

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equipment to any of the Commercial Unit owners till the date the unpaid amounts are received, irrespective of the Maintenance Charges paid by any apartment owner.

#### **4 USER'S OBLIGATIONS:**

4.1 The said User hereby agrees and assures the Maintenance Agency that the said User shall:

- (i) Comply with the provisions of this agreement;
- (ii) Park his vehicles with security stickers allotted;
- (iii) Keep the parking area clean and use the area only for parking purpose. Store and dispose debris as decided by the Maintenance Agency;
- (iv) Keep Garbage outside the Unit in wet and dry garbage bags as instructed;
- (v) Use the Common area for activities without disturbing others and causing damage;
- (vi) Allow periodic inspection by the Facility Manager along with the representative of the unoccupied Commercial Units;
- (vii) Enter all complaints in writing in the register provided/ any other official mode prescribed;
- (viii) Co-operate with property manager in carrying out their responsibility;
- (ix) Educate the servants to follow rules and behave manner fully;
- (x) If the service of a full time/ part time servant, full time/ part time maid or any such person hired then the said User shall submit all the details of the person hired for such help to the Maintenance Agency with a copy of police verification and behaviour/ conduct of such person will be the responsibility of the User. The said User(s) shall indemnify and keep the Maintenance Agency and the Confirming Party indemnified & harmless against any loss and/ or damage and/ or litigation including the attorney's fee occurring to them by any negligent act

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or omission or misconduct by such person hired by the said User;

- (xi) Ensure that drivers have been issued identity cards and they carry it every time inside the building;
- (xii) Ensure proper written notes for the servants carrying your personal belongings out of the building premise;
- (xiii) Use only the common areas and facilities within the said Complex Building earmarked as such. However, such common areas and facilities shall not include the exclusive reserved covered/ open/ stilt parking space individually allotted to the respective occupants/ users for their use. Further, the User understands that he shall have no right, title or interest in other unsold open/ covered/ stilt car parking spaces, if any, and the same shall be dealt with by the said Confirming Party at its own discretion as it may deem fit;
- (xiv) Park his vehicle only in the parking space earmarked in the said Complex allotted to him by the Confirming Party and not anywhere else on the said Land/ said place address. Further, the User agrees that in the event after using his allotted car parking space, he has more than one car to park then he shall park his additional cars outside the said Complex and not anywhere on the said Land/ said place address;
- (xv) Confirm to the Driving & Parking Rules viz. speed, circulation movements etc. and Rules of Road Regulation, 1989, as amended from time to time failing which the Maintenance Agency may at its discretion restrict the entry of User's vehicle to the said Complex; and
- (xvi) As the said Commercial Unit shall be assessed for the purpose of property tax individually and hence the same shall be paid promptly by the said User and in addition to the property tax assessed on the said Commercial Unit, the said User shall also pay his proportionate share of the municipal tax, if any, imposed on the common area.

4.2 And said User shall not in any case:

- (i) Carry out any modifications on facade and structure;
- (ii) Store harmful material in flats and common area;
- (iii) Repair vehicles in the compound;

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- (iv) Hang sign boards from windows or outside flats;
  - (v) Enclose balconies or modify common areas without prior permission;
  - (vi) Throw waste from the window/ balconies;
  - (vii) Allow noise making works in flats that causes inconvenience to neighbors;
  - (viii) Utilize the visitor's parking which is exclusively reserved for visitors;
  - (ix) Carry hazardous/ inflammable articles and smoking in the lift;
  - (x) Overload the lift and holding on for long at landings causing inconvenience to other passenger(s);
  - (xi) Litter lifts and graffiti inside lifts; and
  - (xii) any other rules and regulations prescribed by the Maintenance Agency from time to time.
- 5 The User further agrees that the User's right to use the Common Areas and Facilities, shall be subject to regular and prompt payment of Maintenance Charges as billed by the Maintenance Agency. In case of failure to do the same, the User shall lose the right to use any of the Common Areas and Facilities and to obtain the supply of utilities and other services and the Maintenance Agency shall have the right to recover the amounts due as per law.
- 6 The User shall be responsible for insuring the contents within the Said Commercial Unit at the User's own cost, risk and responsibility. Further, the User shall not do or permit to be done any act or thing which may render void or voidable insurance of any building or any part of the Said Tower/ Said Complex or cause increased premium to be payable in respect thereof. Such increase in the premium due to the above default shall be borne and paid by the User only.
- 7 The User shall maintain the Said Commercial Unit at the User's own cost, in a good and tenable condition and shall not do or suffer to be done anything in or to the Said Commercial Unit, or to the Said Tower, or to the Common Areas and Facilities which may constitute violation of any law or rules of any authority or cause detriment to occupants of the Said Tower/ Said Complex or change or alter or make additions to the Said Commercial Unit and keep the Said Commercial Unit, its walls and partitions, sewers, drains, pipes 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 Said Tower is not in any way damaged or jeopardized. The User further undertakes, assures and guarantees that the User would not put any sign-board/ name-plate, neon-light, publicity material or

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advertisement material etc. on the face/ facade of the Said Tower or anywhere on the exterior of the Said Tower or common areas. The User shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. Further the User shall not store any hazardous or combustible goods in the Said Commercial Unit or place any heavy material in the Common Areas and Facilities including the common passages or staircase of the Said Tower. The User shall also not remove any wall, including the outer and load bearing wall of the Said Commercial Unit. The User shall plan and distribute the User's electrical load in conformity with the electrical systems installed by the Company. The non-observance of the provisions of this clause shall entitle the Maintenance Agency, without prejudice to other rights and remedies which it may have, to enter the Said Commercial Unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the User. The User agrees to keep the Maintenance Agency indemnified and harmless against any loss or damage that may be caused to the Maintenance Agency in this regard.

8 The User shall also be liable to pay the cost (in addition to) Maintenance Charges/ utilities, as and when any plant & machinery within the Said Complex/ Said Tower as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, firefighting equipment, any other plant/ equipment of capital nature etc. require replacement, up-gradations, additions etc. the cost thereof on pro-rata basis. The User acknowledges that the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timings or cost thereof.

9 **Limit on the Responsibility of the Maintenance Agency:**

9.1 The User understands that the Maintenance Agency may engage other agencies/ contractors to provide one/ more/ all Maintenance Services under separate agreements. The Maintenance Agency's responsibility will be limited only to the extent of supervision of these agencies' work and to ensure that their operation is in conformity with the agreement executed by them and to replace an agency if its performance is not upto the desired standards. The Maintenance Agency accepts no legal liability whatsoever arising from the acts of omission, commission, negligence, defaults of the aforesaid agencies in providing the Maintenance Services. The Maintenance Agency shall not be liable for any delay, loss or damage caused by agencies' failure or refusal to provide services timely.

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9.2 The Maintenance Agency shall in no way be responsible or liable for any fire, electrical, pollution, structural or any kind of hazard originating from the Said Commercial Unit / Said Tower/ Said Complex including those or due to electrical devices installed in the Said Commercial Unit. The hazards aforesaid originating from the Said Commercial Unit / Said Tower/ Said Complex shall not impose any kind of legal or financial liability on the Maintenance Agency and the User(s) agrees to keep the Maintenance Agency indemnified and harmless against any loss or damage that may be caused to the Maintenance Agency in this regard. The User shall ensure that the internal air conditioning and electrical systems and any other work or thing done internally within the Said Commercial Unit or externally, shall not pose any fire, electrical, structural, pollution and health hazard for which the User shall solely be responsible for all legal and financial consequences arising thereon.

**10 GENERAL:**

10.1 The Maintenance Agency shall have the right to assign this Agreement or any part thereof to any other person/ entity as it may deem fit.

10.2 All costs, charges and expenses payable on or in respect of this Agreement and on all other instruments and deeds to be executed, if any, pursuant to this Agreement, including stamp duty on this Agreement, legal fees, if any, shall be borne and paid solely by the User.

10.3 The Maintenance Agency shall retain the original copy of this Agreement and the User shall be provided with a duplicate copy thereof.

10.4 The failure of the Maintenance Agency to enforce at any time or for any period of time any provision(s) hereof shall not be construed to be waiver of any provision(s) or of the right thereafter to enforce any or each and every provision(s) of this Agreement.

10.5 If any provision of this Agreement shall be determined to be void or unenforceable under any law such provision shall be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable.

10.6 This Agreement is in consonance and not in derogation to the Agreement to Sale/ Sub-Lease and the sub-lease deed.

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- 10.7 Any notice, letter or communication to be made, served or communicated under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed at the aforesaid address and sent by registered/ speed post/ courier.
- 10.8 It is clearly understood and agreed between the parties that all the provisions contained herein and the obligation arising there under shall equally be applicable to and enforceable against any and all occupiers, tenants/ employees of the User and/ or subsequent purchasers of the Said Commercial Unit, as the said obligations go along with the Said Commercial Unit for all intents and purposes.
- 10.9 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Actsof God, Government restrictions (including the denial or cancellation of any necessary license), wars, insurrections and/ or any other cause beyond the reasonable control of the party whose performance is affected.
- 10.10 Any User in breach of any of the terms and conditions of this Agreement shall be liable to pay outstanding dues and liquidated damages equivalent to the amount paid as Maintenance Charges during the last twelve (12) months, which the User agrees are fair, just and reasonable.
- 11 The said User(s) understand and agree that where any aspect relating to maintenance is not dealt under this agreement but the same finds mention in the Agreement to Sale/ Sub-Lease or in the Application submitted by the said User(s) for provisional allotment of the said Commercial Unit, then such provision in the said Agreement to Sale/ Sub-Lease/ Application shall be applicable and the same shall be deemed to a clause of this agreement.

**12 Force Majeure**

- 12.1 Any failure or delay on the part of the Maintenance Agency in performing any obligation under this Agreement solely by reason of "FORCE MAJEURE" means any event or combination of events or circumstances beyond the control of a Maintenance Agency which cannot: (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures be prevented, or caused to be prevented, and which adversely affects a party's ability to perform obligations under this agreement, which shall include but not be limited to:

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- (i) acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities;
- (ii) explosions or accidents, air crashes and shipwrecks;
- (iii) strikes or lock outs, industrial dispute;
- (iv) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries;
- (v) war and hostilities of war, riots or civil commotion;
- (vi) non-procurement of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals (including the approvals) from any governmental authority, including delay in issuance of the commencement certificate, intimation of disapproval, occupation certificate, completion certificate and/ or any other certificate as may be required;
- (vii) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or any event or circumstances analogous to the foregoing shall not be deemed to be a breach of this Agreement, provided however that the Maintenance Agency whenever prevented from discharging its obligations as per this Operation/ Maintenance Agreement shall continue to take all actions within its power to minimize the impact of the act of Force Majeure.

### 13 Termination

13.1 This Agreement shall be deemed to be continued and in force unless and until terminated by the Parties. This Agreement shall stand terminated upon expiry of a period of three months from the date of any of the following events:

- (i) Upon the Maintenance Agency receiving a resolution signed by Users owning not less than 2/3<sup>rd</sup> (two third) numbers of total Units comprised in the said Complex for termination of this Agreement;

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- (ii) Upon the Maintenance Agency issuing a general circular informing the said User and the owners/ Users of the other units in the said Complex about its decision to terminate this Agreement.
- 14 Upon termination of this agreement the balance of IFMS deposit standing to the credit of said User's account on that date with the Maintenance Agency shall be remitted to the newly appointed Maintenance Agency after adjusting any outstanding maintenance charges/ bills and any other outstanding charges within six months of such termination.
- 15 If there is any balance amount left recoverable even after the adjustment as contemplated in Clause 14, the User undertakes to pay the Maintenance Agency the said balance immediately upon termination of this Agreement.
- 16 Save as aforesaid this Agreement shall continue and no individual said User shall have any right to determine or terminate this Agreement.
- 17 Save and except otherwise stipulated herein, the Maintenance Agency upon termination shall be relieved and discharged of all their obligations and duties under this Agreement and maintenance related covenants of the Agreement referred hereinabove.
- 18 **Dispute Resolution by Arbitration:**  
In the event of any differences or disputes arising between the parties herein connection with or arising out of this Agreement including matters connected with the accuracy of bills, supply of Maintenance Services or interpretation of any of the terms and conditions hereof, which cannot be determined amicably, or settled through an agreement between the parties herein, the matter shall be referred to arbitration of sole arbitrator to be appointed by the Confirming Party and whose decision shall be final and binding upon the parties. The arbitration proceedings shall be held at an appropriate location in Gautam Budh Nagar and shall be in accordance with the Arbitration and Conciliation Act, 1996 or statutory modifications thereto.
- 19 Without any prejudice to the arbitration clause here above, the Courts at Distt. Gautam Budh Nagar, UP alone and/ or concerned High Court alone shall have the jurisdiction.

Authorized Signatory  
For KVIR Towers Pvt. Ltd.

Allottee 1

Allottee 2

Allottee 3

**IN WITNESS WHEREOF** the parties have set their hands to this Agreement at the place and on the day, month and year first above written.

**WITNESSES:**

1.

.....  
**(MAINTENANCE AGENCY)**

.....  
**USER-1**

2.

.....  
**USER-2**

.....  
**USER-3**

.....  
**CONFIRMING PARTY**

Authorized Signatory  
For KVIR Towers Pvt. Ltd.

Allottee 1

Allottee 2

Allottee 3