

We are enclosing the draft of the Agreement for Sub-lease as per our understanding of rules & regulations of NOIDA and market practice. However, this draft may be changed later to be in conformity with the applicable laws and such amendments, enactments, modification including orders, regulations, circulars and notifications issued thereunder from time to time.

AGREEMENT FOR SUB-LEASE
(without possession)

This Agreement for Sub-Lease together with all schedules (hereinafter referred to as "**Agreement/AFS**") is executed at _____ on this _____ day of _____, 2024, by and between:

Experion Developers Private Limited, a company incorporated under the Companies Act, 1956 and governed by the Companies Act, 2013, CIN No. U70109DL2006FTC151343 having its registered office at F- 9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi, 110075 and its corporate office at 8th Floor, Wing-B, Sector-15, Part II, Gurugram, Haryana-122001, (PAN No. AACCG8138L), represented by its authorized signatory _____ (Aadhar Card No. _____) authorized vide Board Resolution dated _____ hereinafter referred to as "**Promoter**" which expression shall, unless repugnant to the context thereof, be deemed to mean and include their successors and assigns);

AND

1. **Mr.** _____ **S/o** _____, **Aadhar No.** _____, **PAN No.** _____, **R/o** _____
2. **Ms.** _____ **W/o,** **D/o** _____, **Aadhar No.** _____, **PAN No.** _____, **R/o** _____

OR

M/s. _____, a company incorporated under the Companies Act, _____, CIN No. _____ having its registered office at _____ and corporate office at _____ represented by its authorized signatory _____ (Aadhar Card No. _____) authorized vide board resolution dated _____ ;

OR

_____, a firm incorporated under the Indian Partnership Act, 1932, having its principal place of business at _____ and corporate office at _____, PAN No. _____ represented by its authorized partner

Promoter

Allottee(s)

_____ (Aadhar Card No. _____) authorized vide _____;

OR

_____, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its principal place of business at _____ and corporate office at _____, PAN No. _____ represented by its authorized partner _____ (Aadhar Card No. _____) authorized vide _____;

OR

_____, a trust, duly incorporated and constituted under the Indian Trusts Act, 1882, PAN No. _____ through its trustee _____ (Aadhar Card No. _____);

OR

Mr. _____, (Aadhar Card No. _____) son of _____ aged about ____ years for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residence at _____ (PAN No. _____)

(hereinafter jointly or individually, as the case may be, referred to as the "**Allottee**" which expression unless contrary or repugnant to the context or meaning thereof shall mean and include its successors, heirs, representatives, administrators, executors, transferees and permitted assigns) of the **SECOND PART**;

The Promoter and the Allottee are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. By and under the lease deed dated June 26, 2023, registered with the office of the Sub-registrar, Sadar-2, Gautam Budh Nagar, as document no. 3492 in Book No. 1 ("**Lease Deed**"), New Okhla Industrial Development Authority ("**NOIDA**") granted the lease hold rights over the plot no. GH-02, Sector 45, Noida admeasuring 19289.81 Square Meter (hereinafter referred to as the ("**Total Land/Plot**") in favour of the Promoter for a term of 90 years commencing from June 26, 2023.
- B. The Promoter is in the process of developing a group housing residential complex by the name of "Experion Elements" comprising of residential units along with amenities, facilities, services etc. and such other developments as may be permitted ("**Project**") on the Total Land. The Project will be developed in more than one phase and shall be accordingly registered with the UP RERA Authority.

Promoter

Allottee(s)

The Unit is part of the Phase-1 of the Project i.e. "Experion Elements Phase-1" ("Phase-1") having RERA registration no. _____ comprising 1 (One) Residential Tower (S+40) and one other building (B+3), to be developed on the part of the Total Land.

Other phases would be comprising of other residential tower(s), convenient shops and kiosks, to be developed on part of the Total Land. Some of the common areas of the different phases developed on the Total Land will be the same irrespective of the phase in which such common areas are developed.

- C. NOIDA has granted permission to develop the Project vide Building Plans approval / permit dated _____ having No. _____. The Promoter has obtained the Environment Clearance from the Ministry of Environment and Forests (MOEF) vide memo no. _____ dated _____. The Promoter agrees and undertakes that it shall not make any changes to the approved Building Plans except in accordance with the Applicable Laws.
- D. The Promoter is fully competent to enter into this AFS and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Plot on which the Project is to be constructed have been completed.
- E. The Allottee has applied to the Promoter for allotment of a unit in Phase-1 of the Project vide Application dated _____ and has been allotted unit bearing no. _____, floor no. _____ Tower ____, having a Carpet Area of _____ sq. mtr. or _____ sq. ft. approximately along with pro rata share in the Common Areas as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation and Development) Rules 2016 and as to be provided/declared in Deed of Declaration to be submitted before concerned authority (hereinafter referred to as the said "Unit" more particularly described in Schedule A). The unit plan of the said Unit is annexed herewith as Schedule B;
- F. The Parties have gone through all the terms and conditions set out in this AFS and understood the mutual rights and obligations detailed herein;
- G. The Allottee acknowledges that the Promoter has readily provided all information, clarifications as required by the Allottee. The Allottee, prior to execution of this AFS, has also inspected all documents pertaining to the Project as well as all approvals and sanctions obtained by the Promoter through its advocates/consultants, obtained legal advice, made enquiries and has fully satisfied himself in all respects, with regard to the right, title and interest of the Promoter in the said Project. Furthermore, the Allottee acknowledges and declares that he has agreed to purchase the Unit entirely upon his own independent enquiry and investigation.
- H. The Parties hereby confirm and declare that they are signing this AFS with full knowledge of all the laws, rules, orders, byelaws, regulations, notifications, etc. applicable to the Project;

- I. 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 AFS, Lease Deed and all Applicable Laws, are now willing to enter into this AFS on the terms and conditions contained hereinafter;
- J. In accordance with the terms and conditions set out in this AFS and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sub-lease and the Allottee hereby agrees to acquire/ purchase on sub-lease the Unit as specified in Recital E.

NOW THEREFORE, in consideration of the premises and mutual agreements and covenants contained in this AFS and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), each of the Parties hereby agrees as follows:

1. Definitions

Unless repugnant or contrary to the context hereof the following terms shall have the meaning assigned herein:

"Apartment Act" shall mean the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 including any statutory enactments, amendments or modifications thereof and any other rules, regulations or bye-laws framed thereunder;

"Applicable Laws" shall mean and refer to all applicable statutes, laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, directions, guidelines, policies, codes, notices, judgments, decrees or any other requirement or official directive of any Authority or any person authorized to act under any Authority from time to time in relation to the Project, Unit or the transaction between the Parties as contemplated herein;

"Application" shall mean the application dated _____ submitted by the Allottee to the Promoter for provisional allotment of a unit in the Project;

"Association" shall mean and refer to an association of unit owners for the Project or any part thereof as may be constituted under the relevant provisions of the Apartment Act;

"Authority (ies)" shall mean and include the Uttar Pradesh Real Estate Regulatory Authority; any government body, statutory body, judicial or quasi-judicial authority, tribunal, Airport Authority of India, fire department, mining department, courts, tax authorities, the New Okhla Industrial Development Authority (NOIDA), State Pollution Control Board, Ministry of Environment & Forests (MOEF), Reserve Bank of India, any authority under the FEMA, state electricity boards, its tribunal or any other government/ local bodies;

“Booking Amount” shall have the meaning given to such term in Clause 3.5 and Payment Plan Schedule C of this AFS;

“Building Plans” shall mean the Building Plans of the Project as approved by the New Okhla Industrial Development Authority (NOIDA).

“Carpet Area” of the Unit shall mean and include the net usable floor area of the Unit and the area covered by the internal partition walls including shear walls and columns within the Unit and shall exclude the area covered by the bare shell external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area;

“Common Areas” shall mean all such parts/areas, as shall be specified/declared by the Promoter as such in the Deed of Declaration (**“Declaration”**) and which the Allottee shall use on a shared, non-exclusive basis with other allottees/occupants of the Project but excluding areas which are reserved or permitted for use of any particular allottee / group thereof or otherwise available to the Promoter for sale as per Applicable Laws;

“Completion Certificate” shall mean the completion certificate/ occupancy certificate as applicable for any of the building or part thereof to be constructed in the Phase/Project as issued, individually or collectively, by NOIDA;

“Deed of Declaration” or **“Declaration”** shall mean the declaration filed with the authority under The Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 and the Rules 2011.

“Delay Payment Interest” shall mean simple interest calculated at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% per annum or any other rate of interest as may be prescribed under Applicable Laws, unless provided otherwise under the Applicable Laws.

“Force Majeure Event” shall include any event beyond the reasonable control of the Promoter which prevents, impairs or adversely affects the Promoter’s ability to perform its obligation under this AFS, and which events and circumstances shall include but not limited to war, flood, drought, fire, cyclone, earthquake, endemic, pandemic, directions/order issued by National Green Tribunal/code/courts/commissions or any other natural calamities affecting the development and construction of the Project and any event or circumstance similar or analogous to the foregoing and any event or circumstance beyond the control of the Promoter;

“Government” means Government of Uttar Pradesh:

" Maintenance Agreement" shall mean an agreement to be executed between the Allottee and the MSA in the standard format prescribed by the MSA/ the Promoter or its appointed agency or nominee, which is applicable and binding for all the Unit owners and occupants of the Project, for the maintenance and upkeep of the Project;

"Maintenance Charges" shall have the meaning given to such term under Clause 3.3 of this AFS;

"Maintenance Deposit" or **"IFMSD"** shall mean the interest-free maintenance security deposit payable by the Allottee towards security for adjustment of any unpaid Maintenance Charges as may be payable by the Allottee in terms of the Project Maintenance Agreement;

"Maintenance Service Agency" or **"MSA"** shall mean the person/agency appointed/ designated for providing all or any of the services related to the maintenance and upkeep of the said Project;

"Payment Plan" shall mean the Payment Plan annexed to this AFS as Schedule C.

"Penalty for Delayed Completion" shall mean simple interest calculated equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% or any other rate of interest as may be prescribed under Applicable Laws, unless provided otherwise under the Applicable Laws;

"Person" shall mean and include any natural person, limited or unlimited liability company, corporation (including any non-profit corporation), partnership (whether registered, unregistered, general, limited or unlimited), limited liability partnership, sole proprietorship, trust, firm, union, unincorporated association, joint venture, joint stock company, Hindu undivided family, estate, court, tribunal, agency, Government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation whether or not required to be incorporated or registered under Law or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Law;

"Phase" shall have the meaning given to such term under Recital B of this AFS within which the Unit is situated;

"Possession Notice" shall have the meaning given to such term under Clause 8.5 of this AFS;

"Project" shall have the same meaning as ascribed to it in Recital B of this AFS;

"Real Estate Act" shall mean and refer to the Real Estate (Regulation & Development) Act, 2016 (16 of 2016) including the Real Estate (Regulation and Development) (Amendment), Rules 2016, as amended from time to time;

"Regulations" means the Regulations made under the Real Estate (Regulation & Development) Act, 2016;

"**Sub-lease deed**" shall mean the Sub-lease deed executed *inter alia* by Promoter in favour of the Allottee for the purposes of transferring agreed rights, title and interests in the Unit to the Allottee;

"**Section**" means a section of the Real Estate Act.

"**Unit**" shall have the meaning given to such term in Recital E of this AFS;

2. Interpretation.

In this AFS,

- 2.1 any reference to any statute or statutory provision shall include:
- (i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - (ii) such provision as from time to time amended, modified, re-enacted or consolidated to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this AFS and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- 2.2 any reference to the singular shall include the plural and vice-versa;
- 2.3 any references to the masculine, the feminine and the neuter shall include each other;
- 2.4 any references to a "company" shall include a body corporate;
- 2.5 the recitals and schedules form part of this AFS and shall have the same force and effect as if expressly set out in the body of this AFS, and any reference to this AFS shall include any recitals and schedules to it. Any references to Clauses and schedules are to Clauses of and schedules to this AFS. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the schedules in which the reference appears;
- 2.6 references to this AFS or any other document shall be construed as references to this AFS or that other document as amended, varied, novated, supplemented or replaced from time to time;
- 2.7 headings to Sections, parts and paragraphs of schedules and schedules are for convenience only and do not affect the interpretation of this AFS;

- 2.8 "in writing" includes any communication made by letter or e-mail;
- 2.9 the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 2.10 the preliminary recitals are an integral part of this AFS and any provisions contained in the preliminary recitals including any representations and warranties shall be binding on the Parties as if set forth in the main body of this AFS.

3. Consideration & conditions

- 3.1 In accordance with the terms and conditions set out in this AFS, the Promoter agrees to sub-lease the Unit to the Allottee; and the Allottee agrees to accept the same, the Unit along with pro rata share in the Common Areas and usage rights of _____ no. of car parking space(s), for a consideration / premium of Rs. _____/- plus applicable taxes and other levies as applicable on the said transaction (referred to as the "**Total Price**").
- 3.2 The Total Price is subject to such variations as provided under this Agreement and the Lease Deed. The Parties understand that taxes and other levies depend on varies factors and hence not fixed upfront. The Total Price as well as other amounts payable under this Agreement shall be payable by the Allottee to the Promoter in accordance with the Payment Plan.
- 3.3 In addition to the Total Price, the Allottee hereby undertakes and agrees to pay the following:
- (i) Maintenance Charges as may be applicable at the time of handing over of possession of the Unit, determined by the Promoter/MSA as the case may be, applicable taxes and levies shall be paid additionally, from the date specified in Possession Notice;
 - (ii) IFMSD as provided in Payment Plan;`
 - (iii) One-time non-refundable membership fee of Rs. plus taxes as applicable payable towards community facilities not declared as "common areas" as defined herein constructed using FAR. In addition, monthly usage charge as fixed from time to time shall also be payable by the Allottee for availing these facilities;
 - (iv) lease rent as applicable on pro-rata basis from the date of part Completion Certificate;
 - (v) stamp duty charges and registration charges as applicable as well as administrative charges for execution and registration for execution of the Sub-lease Deed in favour of the Allottee as and when demanded by the Promoter.

- 3.4 The Allottee agrees that there could be additional demands by the NOIDA under the Lease Deed. These additional demands will be proportionately charged to all allottees in the Project and the Allottee agrees to pay the same.
- 3.5 The Total Price includes the Booking Amount paid/payable by the Allottee to the Promoter towards the Unit. The booking amount payable for provisional allotment of the said Unit ("**Booking Amount**") shall be payable by the Allottee in such installments as may be specified by the Promoter and the sum total of which shall constitute the Booking Amount for the Unit for all intents and purposes. Booking Amount will be accordingly mentioned in the Payment Plan as such. In case of cancellation/withdrawal of allotment for any reason(s) whatsoever, for no fault of the Promoter, the Promoter shall be entitled to forfeit the entire Booking Amount along with the Delay Payment Interest / Charges and taxes, and thereafter refund, without any interest, 50% (fifty percent) of the balance amount to the Allottee within 45 (Forty Five) days of such cancellation/withdrawal and remaining 50% (fifty percent) of the balance amount on re-allotment of the Unit or at the end of one year from the date of such cancellation/withdrawal, whichever is earlier. The Promoter shall inform the previous allottee the date of re-allotment of the said Unit in the event refund is done post re-allotment of unit and also provide this information to U.P. RERA.
- 3.6 It is clarified that in case there is any change/modification in the taxes and other levies, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification. Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 3.7 The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in the Payment Plan and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes demanded under the relevant Applicable Laws.
- 3.8 The Total Price of the Unit includes recovery of price of land over which the Project is being developed, lease rent paid by the Promoter to NOIDA up to the date of part completion certificate, construction of the Unit and the Common Areas, internal development charges, external development charges as per current rates.
- 3.9 The Total Price shall be escalation-free, save and except increases which the Allottee hereby agrees and undertakes to pay, on account of any revision in the development fee, external development charges, internal development charges or any other statutory or other charges, taxes, cess, fees, which may be levied or imposed by the government and/or competent authority(ies). The Promoter undertakes that while raising a demand on the Allottee for increase in development fee/cost/charges/taxes imposed by the competent authorities, the Promoter shall provide the said notification/order/rule/regulation to that effect if requested by the

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

- 3.10 The Allottee further understands and agrees that for the purposes of the Apartment Act, there is a variance in the value of the Unit inter se between each category as is required/permissible by the Applicable Laws. Accordingly, the Allottee agrees that the Promoter may, at its sole discretion, determine the relative value of the various units as is required/permissible by the Applicable Laws for determining the voting percentage and calculating their proportionate share in the Common Areas and facilities for the purpose of the Declaration to be filed under the Apartment Act.
- 3.11 The Allottee shall use the Common Areas subject to the terms and conditions which shall be more specifically described by the Promoter and subject to the bye-laws of the Association, Maintenance Agreement and provisions of the Apartment Act.
- 3.12 The Allottee understands and agrees that there shall be designated Common Areas, open areas, driveways passing through and/or within the said Phase which shall be used commonly for access, ingress and egress by the allottees/occupants of all phases of the said Project. The Allottee understands and agrees that such designated Common Areas, open areas, driveways shall form an integral part of the layout of the overall development of the Project and the Allottee shall not claim any right, title or interest with respect to such designated Common Areas, open areas, driveways or any part thereof. The Allottee hereby unequivocally authorize the Promoter, its representatives, agents, employees, contractors, workmen to enter into and upon the said designated Common Areas, open areas, driveways without any restriction or interference whatsoever. The Allottee further undertakes and agrees that it shall not claim any right, title or interest with respect to areas designated for common use by the occupants of the entire project. The Allottee agrees to permit the Association of allottees and/or maintenance agency to enter into Unit 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.
- 3.13 Subject to the terms of the AFS, the Promoter agrees and acknowledges that the Allottee shall have the right to the Unit as mentioned below:
- (i) The Allottee shall have exclusive sub-lease hold rights of the Unit after execution of the Sub-lease Deed;
 - (ii) The Allottee shall also have undivided proportionate share in the usage of the Common Areas. Since the right of the Allottee to use the Common Areas cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. The Promoter shall hand over the common areas to the Association of allottees after obtaining completion certificate for the Project as provided in the Act.

- (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and the Unit, as the case may be, with prior approval of the Promoter and compliance with safety conditions.
- 3.14 The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent/lease rent, taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to concerned Authority, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee, the Promoter agrees to be liable, even after the transfer of the Unit, to pay such outgoings and penal charges, if any, to the Authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such Authority or person.
- 3.15 The Allottee agrees that the Unit along with specified car parking shall be treated as a single indivisible unit for all purposes.
- 3.16 It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone, except as provided in this AFS, and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the allottee. It is clarified that Project's Common Areas other than declared as independent areas in the Deed of Declaration shall be available only for use and enjoyment of the allottees of the Project.

4. Mode of Payment

All payments shall be made by demand draft / banker's cheque / cheque payable at New Delhi or through RTGS/ NEFT based on details provided by the Promoter from time to time. No cash payments or any post-dated payment instruments shall be acceptable. All payments shall be subject to their actual realization in the designated account. All payments shall be appropriated to the Allottee's account only after Allottee provides payment details like cheque no., date, UTR to the Promoter.

5. Payment of Total Price and other amounts

- 5.1 The Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____Only), the receipt of which the Promoter hereby acknowledges. The Allottee hereby undertakes and agrees to make payment of the remaining Total Price and other amounts due and payable in accordance with the Payment Plan, **Schedule C**. The Allottee hereby specifically agrees that in case of cancellation of allotment on account of any default by the Allottee, the Promoter shall be entitled to forfeit the Booking Amount, interest on delayed payments and taxes. In case of dishonour of

cheque, the Allottee shall be liable for all charges levied by bank for cheque dishonour.

- 5.2 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at such rate as may be prescribed by the Promoter. The interest on such prepaid installment(s) shall be calculated from the date of prepayment until the date when such amount would actually have become due. The credit due to the Allottee on account of such pre-payment rebate shall however be adjusted/paid only at the time of final installment for the said Unit.
- 5.3 In the event the Allottee defaults in making payment of any amounts payable in respect of the Unit in terms hereof, the default payment shall attract **Delay Payment Interest / Charges** from the date when such amounts become due for payment until the date of receipt by the Promoter. Notwithstanding the payment of Delay Payment Charges, in the event the Allottee fails to make payment towards two consecutive installments beyond a period of **60 (Sixty) days** from the due date of the last demand notice/payment request, the same shall be deemed to be a breach of this AFS and the Promoter shall be entitled to call upon the Allottee to rectify the breach by making payment of the outstanding dues along with Delay Payment Charges accrued thereon within a period of **30 (Thirty) days**. In the event the Allottee fails to make the payment of the outstanding dues along with Delay Payment Charges accrued thereon within the stipulated period of **30 (Thirty) days**, the Promoter shall be entitled but not obliged, to cancel the Allotment and terminate this AFS in accordance herewith.
- 5.4 That in case the Allottee is a non-resident/ person of Indian origin/ overseas citizen of India governed by the provisions of the Foreign Exchange Management Act, 1999 and, or the foreign exchange regulations of the RBI, in that regard, then it shall be the responsibility and obligation of such Allottee to obtain all necessary permissions/ approvals/ sanctions etc., as may be required from the Authorities and comply at all times with all provisions including but not limited to remittances from foreign country(ies) made to the Promoter. The Allottee shall be required to provide and deliver to the Promoter all such permissions/ approvals/ sanctions/ documents etc., as may be necessary or otherwise as may be asked for by the Promoter. The Promoter shall not be liable or responsible for any default or negligence on the part of the Allottee in this regard and the Allottee agrees to keep the Promoter saved and fully indemnified at all times for any damage, loss, cost, harm or injury caused to it for any reason whatsoever in this regard.
- 5.5 The Promoter shall not be responsible to the Allottee or towards any third party that might have made payments/ remittances to the Promoter on behalf of the Allottee in respect of the Unit and the Allottee shall remain solely and absolutely responsible for ensuring and making all the payments due. Such third party shall not have any right whatsoever in the Unit even if any payment has been made by such third party. The Promoter shall not be obligated to be vigilant regarding the source of any payment made in respect of the Unit. The Allottee shall remain solely, absolutely and directly

responsible for any third party payment that the Promoter may receive against the Unit. The Promoter is not privy to any understanding between the Allottee and the third party making payment on behalf of the Allottee and the Allottee shall be responsible for all compliances with Applicable Laws in this regard. Notwithstanding the source of any payment, the Promoter shall issue the payment receipts only in favour of the Allottee and notwithstanding any such arrangement, under all circumstances, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due.

- 5.6 In the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing any payment for the said Unit, the Promoter shall issue the payment receipts only in favour of the Allottee. Any delay, shortfall in or denial of any payment to the Promoter shall be to the risk and consequence of the Allottee in terms hereof. The Allottee would remain bound under this AFS whether or not it has been able to obtain finance for the purchase of the said Unit. The Allottee agrees and has fully understood that the Promoter shall not be under any obligation whatsoever to make any arrangement for the finance/loan facilities to the Allottee from any bank/financial institution. It is agreed by the Allottee that any default by the Allottee of the terms and conditions of such loan/finance, shall also be deemed to constitute a default by the Allottee of this AFS, whereupon or at the written request of such bank, financial institution or person from whom such loan has been obtained the Promoter shall be entitled to terminate this AFS. The responsibility of the Promoter under any such tripartite agreement shall, subject to performance of the terms hereof by the Allottee, be limited to facilitating the concerned bank/ financial institution/ company to take the original executed Sub-lease deed. The Allottee shall be responsible and liable for making all payments to persons from whom he has borrowed money and shall indemnify and keep the Promoter indemnified against all claims made against the Promoter or the Unit by such persons.
- 5.7 The Allottee agrees that the Promoter shall adjust all the amounts received from the Allottee first towards interest on overdue installments and only thereafter towards the previous/overdue installments or any other outstanding demand and finally the balance, if any, would be adjusted towards the current installment or current dues towards which the payment has been tendered. The Allottee undertakes not to object/demand/direct the Promoter to adjust payments in any other manner.
- 5.8 The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project and towards handing over the Unit to the Allottee and the Common Areas to the Association of the Allottees as the case may be. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.

6. Defect Liability

- 6.1 It is agreed that in case any structural defect is brought to the notice of the Promoter by the Allottee within a period of 5 (Five) years from the actual date of handing over of possession of the first Unit in the Project or the due date of obligation of the Promoter to give possession to the Allottee, whichever is earlier, such defect shall be rectified by the Promoter without any further cost or charges from the Allottee. In the event of failure of the Promoter to rectify such defect within a period of 30(Thirty) days, the Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Real Estate Act.
- 6.2 The Allottee hereby confirms and agrees that the Promoter shall be responsible for handing over the building/constructions or infrastructure services and systems, laid out for the said Project, as specified in this AFS, in typical working order and free from any structural or fundamental defect. Only such structural defects of workmanship and quality that would in the ordinary course lead to the breakdown, malfunction or failure of building/constructions or infrastructure services and systems shall be covered under defect liability clause above. The Allottee further confirms and agrees that the said defect liability clause would be rendered void in case of failure to maintain the technological equipment, materials and processes involved in the services laid out and implemented in the Project and failure to undertake maintenance and upkeep of such services, equipment and systems through appropriately qualified agencies. The Allottee also agrees that the Promoter shall not be responsible in cases where such defect has occasioned on account of unauthorized tampering, mishandling, human error or intervention by a technically unqualified person. Furthermore, it is agreed that the defects that are the result of ordinary wear and tear in due course or which are result of failure by the Government to provide its obligated services, infrastructure, etc., up to and outside the periphery of the Project shall not be covered under defect liability clause above.
- 6.3 The Allottee hereby confirms and agrees that all fittings, fixtures, unit level equipment whatsoever like ACs, CP fittings, toilet fixtures, etc., shall be made functional at the time of handing over possession but the maintenance thereof through appropriate AMCs or otherwise shall be the responsibility of the individual unit owner alone. Intrinsically breakable or degradable items like tiles, stones, wooden items, glass, iron grills, aluminium items, façade, doors, windows and such like shall also not be covered under aforesaid defect liability clause.
- 6.4 The Allottee acknowledges and agrees that despite of all the necessary steps and precautions taken while designing and construction, the concrete slabs/beams may deflect due to self-weight, imposed loading, creep and/or shrinkage phenomenon (inherent properties of concrete), for years after completion of construction. Further, there may be cracks in finishes i.e., flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and due to any renovation work or alterations undertaken by the Promoter or allottees of other units. The Allottee hereby agrees and confirms that it shall not hold the Promoter liable for any such defects or claim any compensation from the Promoter in this regard.

7. Variation in Carpet Area, plans and specifications of the Unit

- 7.1 The Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the Unit without the previous written consent of the Allottee. Provided that the Promoter may make such changes as required under Applicable Law, or such minor changes or alterations as per the provisions of the Real Estate Act.
- 7.2 The Promoter shall confirm the final Carpet Area after the construction of the Building is complete and the Completion Certificate is granted by the competent Authority. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. The Parties hereby agree that in the event of reduction in the Carpet Area, the Promoter shall refund the excess amounts paid by the Allottee within 45 (Forty Five) days. It is further agreed that in the event of any increase in the Carpet Area, which shall not be more than 3% (Three Percent) of the Carpet Area as mentioned herein this AFS, the Promoter shall be entitled to demand the payable amounts along with the next due installment as per the Payment Plan, Schedule C. The Parties further agree that all such adjustments in the amounts payable or refundable as the case may be shall be made at the same rates as agreed herein.
- 7.3 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit and has accepted the unit plans, floor plans, layout plans which have been approved by the competent Authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the approved Building Plans and specifications. Subject to the terms of this AFS, the Promoter shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Apartment Act or any other law as applicable in the state of Uttar Pradesh. The Allottee acknowledges and agrees that the Promoter shall not make any variation/alteration/modification to the Unit plans and specifications save and except to such minor variations in the plans and specifications as permitted under the Real Estate Act and breach of this term by the Promoter shall constitute a material breach of the terms of this Agreement. Illustrative and tentative specifications of the Unit are in provided in Schedule D and of the Project are provided in Schedule E.

8. Possession & Conveyance

- 8.1 Upon issuance of part Completion Certificate by the concerned Authorities, the Promoter shall offer the possession of the Unit to the Allottee. Subject to Force Majeure and fulfillment by the Allottee of all the terms and conditions of this AFS including but not limited to timely payment by the Allottee of the Total Price and other amounts payable in accordance with Payment Plan, Schedule C, stamp duty, registration charges and other charges due and payable by the Allottee and also subject to the Allottee having complied with all formalities or documentation as prescribed by the Promoter, the Promoter shall offer the possession of the Unit to the Allottee on or before
- 8.2 Subject to Clause 8.1 above, in the event the Promoter fails to offer possession of the Unit to the Allottee within the stipulated time, the Allottee may either:

(a) Opt for payment of interest from the Promoter for the period of delay, calculated at the same rate as the Delay Payment Interest / Charges over the amount received by the Promoter till aforesaid due date of possession ("**Penalty for Delayed Completion**"). The Allottee agrees that the payment of Penalty for Delayed Completion shall be made for every month of delay till the handing over of possession of the Unit and such payment shall be made within 45 (Forty Five) days of it becoming due. The Promoter and the Allottee have agreed that the Penalty for Delayed Completion is just and equitable estimate of the damages that the Allottee may suffer and the Allottee agrees that it shall not have any other claims/rights whatsoever;

Or

(b) Alternatively, the Allottee may seek termination of this AFS by written intimation to the Promoter. In such an event the Promoter shall be liable to refund to the Allottee the actual amounts paid by it along with Delay Payment Interest rate (excluding any interest paid/payable by the Allottee on any delayed payment and paid up taxes) within 45 (Forty Five) days of it becoming due. No other claim, whatsoever, shall lie against the Promoter nor be raised otherwise or in any other manner by the Allottee.

The Allottee may exercise the options contained herein this Clause within a period of 30 days from the date of expiry of the date stipulated herein for offering possession of the Unit failing which it shall deemed to have exercised the option contained at (a) above.

- 8.3 If, however, the offer of possession of the said Unit is delayed due to Force Majeure as defined herein, the time period for offering possession shall stand extended automatically to the extent of the delay caused under the Force Majeure circumstances. The Allottee shall not be entitled to any compensation/penalty for delay completion for the period of such delay.
- 8.4 The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure condition, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount without any interest/penalty/compensation received by the Promoter within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least 30 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 Promoter and that the promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 8.5 Upon receipt of the part Completion Certificate, the Promoter shall issue a written notice ("**Possession Notice**") to the Allottee requiring the Allottee to complete the following requirements within 30 (thirty) days of the date of such Possession Notice and complete such other documentary requirements as may be necessary and the Promoter shall, after execution of all such documentation and receipt of all outstanding payments from the Allottee including all dues payable under this AFS or

as may be payable because of any demands of any Authority, permit the Allottee to assume possession of the Unit after:

- (i) Payment of any unpaid amounts as provided herein and as otherwise applicable under Applicable Laws;
- (ii) Payment of the entire stamp duty, registration charges and other administrative and incidental charges as demanded by the Promoter;
- (iii) Execution of necessary indemnities, undertakings, the Maintenance Agreement and the like as may be required or determined by the Promoter in respect of the Unit and in the formats prescribed by the Promoter and to get the same stamped and registered, if required under Applicable Laws with the jurisdictional Sub Registrar of Assurances on payment of applicable stamp duty and other applicable charges directly by the Allottee.

8.6 Subject to the Allottee fulfilling all its responsibilities stipulated herein and the Possession Notice, the Promoter shall prepare and execute the Sub-lease deed to sub-lease the said Unit in favour of the Allottee. The Promoter shall notify the date(s) for execution and registration of the Sub-lease deed to the Allottee. The Allottee agrees and undertakes to make itself available and present before the Sub-Registrar of Assurances for this purpose on the date(s) communicated to it for this purpose by the Promoter. After the execution and registration of the Sub-Lease Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee. However, in case the Allottee fails to deposit the stamp duty, registration charges and other applicable charges as per terms of this AFS within the period mentioned in the Possession Notice, the promoter shall be entitled to withhold registration of the Sub-Lease Deed in favour of the Allottee till payment of all the charges as mentioned in the Notice of Possession.

8.7 The stamp duty, registration charges and any other incidental charges or dues, required to be paid for the registration of the Sub-Lease Deed or any other documents pursuant to this AFS, as well as the administrative/facilitation charges therefor as per the policy of the Promoter for facilitation of registration thereof shall be borne by the Allottee.

8.8 In the event the Allottee delays or otherwise fails to take over the physical possession of the Unit within the time stipulated in the Possession Notice, the Allottee shall be liable to pay to the Promoter holding charges at the rate of Rs. 2/- per month per sq. ft. of Carpet Area of the Unit for the period beyond 03 months from the time stipulated in the Possession Notice, till actual date of possession. The Allottee shall also be liable to pay Maintenance Charges from the date stipulated in the Possession Notice along with Delay Payment Charges.

8.9 After obtaining the Completion Certificate/occupation certificate (as applicable) of the Project and handing over physical possession of all Unit to the Allottee(s), the Promoter shall hand over the necessary documents and plans, including Common Areas, to the Association of the allottees or the competent authority as the case may be as per Applicable Law.

- 8.10 The Allottee shall have right to visit the Project site to assess the extent of development of the Project and the Unit, without prior permission of the Promoter and complying with health and safety conditions.
- 8.11 The Allottee shall pay outgoings pertaining to the Unit after issuance of Notice of Possession, including all taxes, rent, charges, etc.

9. Transfer of rights under this AFS

Subject to compliance and adherence by the Allottee of the terms and conditions of this AFS, the Promoter may at its sole discretion and subject to payment by the Allottee of transfer charges, administrative charges and completion of requisite documentation as may be prescribed by the Promoter, permit transfer of allotment of the Unit in favor of a transferee(s)/nominee(s)/assignee(s) of the Allottee. Such permission for transfer/assignment of AFS shall always be subject to Applicable Laws. It is hereby clarified and the Allottee agrees that no request for transfer/assignment of the allotment can be made by the Allottee after dispatch of the Possession Notice by the Promoter. The endorsement of transfer shall be done in Schedule F.

The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. In case the Allottee has secured any finance/ loan against the Unit from any financial institution/bank, a 'no objection certificate' of the financial institution/ bank will be required for the transfer. Further, the Allottee shall solely be responsible for obtaining any 'no objection certificate' as may be required to be obtained from the concerned Sub-Registrar for the transfer.

10. Maintenance

- 10.1 The Allottee agrees and understands that the Promoter either by itself or through a maintenance service agency that it may appoint, carry out the maintenance and upkeep of the Common Areas in the Project for a period as may be specified by the Authority or as required under Applicable Laws until the responsibility for such maintenance is required to be handed over to any Association or to any Authority, as the case may be. The Allottee shall be responsible for making the payment of the proportionate Maintenance Charges. It is hereby clarified that the responsibility of upkeep of the Unit shall lie with the Allottee. In case the Project is developed in phases, it will be the duty of the Promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the Association once all phases are completed. The Promoter shall be entitled to charge the normal maintenance charges from the allottees. The Promoter shall be entitled to do undertake construction on remaining areas even after part completion of particular part of the Phase / Project. The Allottee shall not raise any objection to such on-going work or raise any claim in this regard.

- 10.2 For this purpose, the Allottee shall execute a Maintenance Agreement with the Promoter/ MSA simultaneous to the issuance of the Possession Notice by the Promoter in respect of the Unit and any refusal or denial to execute the same shall constitute breach of this AFS. The Allottee undertakes to abide by the terms of the Maintenance Agreement and to make timely payments of all Maintenance Charges from time to time, whether or not the Allottee is in physical occupation of the Unit.
- 10.3 The Maintenance Charges shall commence from the date of issuance of the Possession Notice by the Promoter irrespective of whether the Allottee takes physical possession of the Unit or not. The Allottee accepts that provision of such maintenance services shall at all times be subject to the timely payment of all costs, charges, fees etc. by whatever name called for such maintenance, including but not limited to the requisite Interest-Free Maintenance Security Deposit ("**IFMSD**") and Maintenance Charges. The Allottee shall deposit and shall always keep deposited with the Promoter/MSA the IFMSD as specified in Payment Plan, Schedule C.
- 10.4 It is also hereby expressly declared and agreed that the Promoter/ MSA shall have a charge/lien on the Unit to the extent of all dues towards unpaid Maintenance Charges/ IFMSD and any other sums payable to the MSA by the Allottee under the Maintenance Agreement and this condition/ obligation shall run concurrently with the ownership of the Unit within the meaning of Section 31 of the Transfer of Property Act, 1882 and shall survive even after Sub-Lease of the Unit to the Allottee.
- 10.5 The Maintenance Charges and Maintenance Services shall be governed by the Maintenance Agreement.

11. Association of Unit/Apartment Owners

- 11.1 The Allottee hereby agrees and undertakes to become a member of the Association of the apartment/unit owners as and when it shall be formed by the Promoter in accordance with the provisions of the Apartment Act. The Allottee hereby undertakes and agrees to fulfill all its obligations in this regard including signing of the membership form, payment of membership charges etc. The Allottee undertakes to abide by all the necessary documents and conditions in this respect.
- 11.2 The Promoter shall transfer and convey the right, title and interests in the Common Areas as well as all its rights and obligations for maintenance of the Project excluding all the unsold units to the Association of apartment/unit owners of the said Project or any part thereof as may be constituted in accordance with the provisions of the Apartment Act. However it is clarified that the promoter shall not be liable to pay any maintenance and subscription charges for any unsold and unoccupied unit.

12. Obligations of the Allottee

- 12.1 The Allottee shall always be responsible for making timely payment of amounts as may be due and payable by the Allottee in accordance with the Payment Plan, Schedule C of this AFS.
- 12.2 The Allottee hereby agrees, acknowledges and undertakes to pay the lease rent to the Promoter against the Unit on pro rata basis as per the demands raised by the Promoter post receipt of Completion Certificate.
- 12.3 The Allottee shall park its vehicle in the car parking space(s) allocated for its exclusive use with the said Unit. The Allottee undertakes not to modify or make alterations thereto or cordon off by any means or otherwise erect any temporary/permanent structures in the car parking space(s).
- 12.4 The Allottee hereby agrees and undertakes to fulfill all its obligations as may be prescribed by the Promoter at the time of offer of possession for the said Unit. The Allottee further undertakes and agrees to take possession of the Unit and execute the Sub-Lease Deed in respect thereof as and when required by the Promoter in accordance with the terms of this AFS. The Allottee understands and agrees that any delay in taking possession of the Unit and/or execution of Sub-Lease Deed in accordance with the terms of this AFS shall entitle the Promoter to payment of such charges and other remedies as set out herein.
- 12.5 The Allottee shall become the member of the Association as and when it will be formed in accordance with the provisions of the Apartment Act and shall abide by all the terms and conditions in respect thereof.
- 12.6 The Allottee's right to use the Common Areas and facilities shall be subject to timely payment by the Allottee of the Maintenance Charges and IFMSD.

13. Obligation of Allottee under the Lease Deed dated 26.06.2023

- 13.1 The Allottee and its transferees shall comply with all the terms and conditions of the brochure, the provisional allotment, the permission for grant of transfer, Lease Deed, etc. as per requirements of the NOIDA.
- 13.2 The Allottee shall take prior permission of NOIDA/promoter before transfer of the Unit further and pay the requisite charges/fee.
- 13.3 The Allottee shall be liable to pay the lease rent proportionally post completion certificate.
- 13.4 The Allottee hereby agrees to pay the additional charges on proportionate basis as increased by NOIDA including any enhancement of lease rent, enhanced compensation payable to erstwhile landowners under the land acquisition proceedings. In case of delayed payments by Allottee, Allottee shall be liable to pay interest as charged by NOIDA.

- 13.5 The Allottee hereby acknowledges and admits that as per the Lease Deed, NOIDA has further right to lay water mains, drains, sewers, or electric wires under or above the Total Land.
- 13.6 The Allottee hereby acknowledges and admits that as per the Lease Deed, NOIDA has all the rights and title to all mines, minerals, coals, washing, gold, earth oils, quarries in or under the said Plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same, without providing or leaving and vertical support for the surface of the said Plot or for the structure time being standing thereon, provided always that NOIDA shall make reasonable compensation to the Promoter and the Promoter shall make a proportionate payment to the Allottee for all damages directly occasioned by exercise of the rights reserved for NOIDA in the Lease Deed. The decision of the Chief Executive Officer NOIDA on the amount of such compensation will be final and binding on Promoter and the Allottee.
- 13.7 This AFS shall be co-terminus with the Lease Deed.

14. Permitted Use of the Unit

The Allottee agrees, confirms, and warrants to the Promoter as under:

- (i) Upon assuming possession of the Unit, the Allottee may, carry out interior works in the Unit as per the requirement and use provided no structural alterations or modifications are done to the Unit and no walls or other permanent constructions are broken or new walls or permanent constructions made that changes the internal layout plan of the Unit. Before commencement of interior works, the Allottee shall take prior written consent of the Promoter/ Association and adhere to the directions/ requirements specified by them and subsequently no alternation work should be carried out by the Allottee without obtaining prior written permission from the Promoter/Association. The Allottee shall ensure that no work carried out by it will in any manner affect the units of other owners or Common Areas. In the event any damage is caused to other units or Common Areas, the Allottee shall solely be responsible for making good such damage at his own risk as to cost and consequences and shall keep the Promoter indemnified at all times. Any internal works carried out in the Unit shall not cause damage to the Unit, electrical systems, plumbing and fire-fighting system. The operating electrical load of all appliances installed inside the Unit e.g. ovens, air conditioners, coolers, water heaters and convectors, microwave ovens, refrigerators, televisions, lighting and other fixtures, fittings and home appliances shall not exceed the electrical load provided for the Unit and shall not pose any risk or hazard of fire. Any damage caused to other units and the Common Areas due to such internal works shall be made good at the cost of the Allottee.

- (ii) The Allottee agrees and undertakes that it shall not, display any name, address, signboard, name-plate, neon-light, publicity material, advertisement material, billboards, hoarding, on the external façade of the Unit or anywhere outside the Unit. The Allottee would be permitted to place a name board / plate at the entrance to the Unit only at the designated place specified in this behalf.
- (iii) The Allottee shall maintain the Unit in good order and shall ensure timely and proper maintenance of all its walls, partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good condition and maintain the same at costs to be borne entirely by the Allottee. The Allottee shall not do or suffer to be done anything in or to the building or the Unit, or the staircase, lifts, common passage, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any Authority(ies).
- (iv) The Allottee agrees and undertakes to use the Unit only for such permitted use as prescribed under Applicable Laws. Furthermore, the Allottee shall not conduct any illegal or immoral activities thereon. The Allottee shall abide by Lease Deed, all Applicable Laws and guidelines as may be prescribed by the applicable Authority/ Promoter/ Association from time to time.
- (v) In particular, the Allottee shall abide by the following:
 - (a) The balconies shall not be covered in any manner;
 - (b) The Allottee will not install any window shades, awnings, window grills, air conditioning/ heating units or any other equipment in the Unit (except at such designated places as may be specified by the Promoter) without intimating the Promoter/Association of the same;
 - (c) Vehicles shall be parked only at allocated car parking spaces;
 - (d) The Allottee shall neither encroach upon any of the Common Areas, passages and corridors or obstruct any amenities/ services available for common use nor store any article in such areas or block the same in any manner whatsoever;
- (vi) The Allottee shall not do anything that alters or changes the external façade, color scheme and texture of the Unit and shall not put up any structure, (temporary or permanent), to cover any open areas common and shared with other occupants.
- (vii) The basements and service areas as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric substation, transformer, DG sets 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 service areas and the basements in any manner whatsoever, other than those earmarked as

parking spaces, and the same shall be reserved for use by the Association of allottees formed by the allottees for rendering maintenance services.

15. Events of defaults and consequences

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

(i) Promoter fails to provide ready to move in possession of the Unit to the Allottee on or before committed date. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects and for which Completion Certificate has been issued by the competent authority.

(ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Real Estate Act or the rules or regulations made thereunder.

15.2 In case of Default by Promoter under the conditions listed above in Clause 14.1, a non-defaulting Allottee shall be entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

(ii) The Allottee shall have the option of terminating the AFS in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit along with Delay Payment Interest rate, within 45 (Forty Five) days of receiving the termination notice from the Allottee.

Provided that in case the Allottee does not intend to withdraw from the Project or terminate the AFS, the Promoter shall pay to the Allottee Penalty for Delayed Completion for every month of delay till the handing over of the possession of the Unit within 45 (Forty Five) days of it becoming due.

15.3 Allottee shall be considered under a condition of default, in the following events:

- (i) Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per Payment Plan, despite having been issued notice in that regard.
- (ii) Allottee fails to pay the agreed Total Price, or part thereof, within the time as stipulated in the Payment Plan or does not meet the demand(s) of the Promoter in terms of this AFS;

- (iii) Dishonor of any cheque(s), including post-dated cheques, given by the Allottee to the Promoter, for any reason whatsoever;
- (iv) Failure to execute the Sub-lease deed, Maintenance Agreement and any other document required to be executed by the Promoter, within such timelines as stipulated by the Promoter and in terms of the AFS;
- (v) Allottee fails to take possession of the Unit, within the time provided in Clause 8 above;
- (vi) Failure to pay any taxes and other charges including stamp duty, legal charges, registration charges, any incidental charges etc. in terms of this AFS;
- (vii) Any other breach of a provision under this AFS by the Allottee.

15.4 In case of an event of default committed by an Allottee, the Promoter will have the following options (exercisable individually or jointly, at the sole discretion of the Promoter), without prejudice to each other:

- (i) The Allottee shall be liable to pay Delay Payment Charges for the period of delay. Further, the Allottee understands, confirms and agrees that in case of delayed payment of any instalment by the Allottee in terms of the Payment Plan, the payment so made by the Allottee shall first be adjusted towards interest accrued on previous outstanding amounts and only thereafter the balance payment shall be adjusted towards the current outstanding amounts.
- (ii) The Promoter shall be entitled, at its sole discretion, to cancel this AFS and allotment of the Unit, after giving notice of 30 (Thirty) days thereby giving the Allottee opportunity to rectify the default.
- (iii) In case the Allottee does not rectify its default in terms of the aforementioned provision, to the satisfaction of the Promoter, and subsequently, the Promoter chooses to cancel the allotment of the Unit, the Allottee shall have no lien or claim on the Unit and the Promoter will be entitled to sub-lease the Unit to any party at its sole discretion. In such an event, the amount received from the Allottee, until the date of cancellation of the allotment of the Unit by the Promoter, shall be refunded to the Allottee after deducting the Booking Amount, Delay Payment Charges on the amount due accruing in favour of the Promoter in terms of the AFS and taxes.

16. Representations & Warranties of the Promoter

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

- (i) The Promoter has clear and marketable title with respect to the said Total land/Plot; the Promoter has the requisite rights to carry out development upon the said Total land/Plot and the actual, physical and legal possession of the said Total land/Plot for the Project lies with it, as per the Lease Deed.

- (ii) The Promoter has lawful rights to develop the Project over the said Plot.
- (iii) The Promoter shall not create any mortgage or charge on the Unit after the execution of this AFS and if any such charge or mortgage is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee.
- (iv) That the Promoter is liable to pay lease rent to NOIDA against the Total land as per Lease Deed dated 26.06.2023 till part Completion Certificate is obtained.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Plot and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliant with all applicable laws in relation to the Project, said Plot, Building and Unit and Common Areas.

17. Additional Construction:

- 17.1 The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by NOIDA and disclosed, except for as provided in the Applicable Laws.
- 17.2 The Allottee agrees and understands that if the FAR is increased by the NOIDA beyond the current applicable FAR, the Promoter shall have the exclusive right and ownership on the additional FAR. The Promoter shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings on the Total Land as per the approvals granted by NOIDA and as per Applicable Laws. The Allottee further agrees and confirms that any such additional construction shall be the sole property of the Promoter, which the Promoter shall be entitled to dispose of in any manner it chooses. The Allottee shall give his consent as required under the Applicable Law.

18. Indemnity

The Allottee hereby expressly undertakes to indemnify and keep the Promoter and its officers/ employees fully indemnified and harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, decrees, orders etc. suffered or incurred by them arising out of, or due to, or in relation to, or caused by or attributable to or in consequence of any breach of any of the terms and conditions of this AFS as also due to any of the representations or warranties being found to be false or incorrect, or otherwise misleading or misconceived at any point of time or otherwise due to any other act of omission or commission on the part of the Allottee. It is agreed that the Allottee shall be directly, absolutely and exclusively responsible for all costs, expenses, fines, penalties, decrees, awards and the like due to the

failure to comply with the obligations stipulated herein or under Applicable Laws. The Allottee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of the guests, occupants, representatives and/or any other person claiming under the Allottee.

19. Notices

Any notice, demand or other communication to be served under this AFS may be served upon the Allottee or the Promoter only by registered post with acknowledgement due or Speed Post or courier service or through email, at the address provided in the memo of Parties for the Allottee and corporate office of the Promoter as provided in the memo of Parties, or at such other address as may be notified in writing to the other Party. All letters, receipts and or notices etc. issued by the Promoter and dispatched to the address of the Allottee as mentioned above or any address later notified by the Allottee, shall be a sufficient proof of receipt of the same by all the Allottees and shall fully and effectively discharge the Promoter of its obligations in this regard. Any notice, demand or other communication so addressed to the relevant Party shall, unless the contrary is proved, be considered to have been delivered:

- (i) upon delivery, in case of hand delivery of the notice;
- (ii) on the 3rd (Third) day following the day on which the notice has been delivered to courier, registered mail or speed post; or
- (iii) after 24 (Twenty Four) hours after sending or upon receipt of an acknowledgement, whichever is earlier, in case of an email.

The notice details of each of the Parties for the purposes of this AFS shall be as per preamble to this AFS:

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

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

20. General Clauses

- 20.1 The Allottee hereby confirms being of legal capacity and competence to execute this AFS and that all clearances, approvals, consents, permissions, sanctions or anything required under Applicable Laws and agreements executed by the Allottee with any third party to execute this AFS have been duly obtained and shall be maintained as may be required of the Allottee under Applicable Laws. The Promoter shall not be required to verify whether the Allottee is in such compliance and it shall be incumbent on the Allottee to ensure that no violation of Applicable Laws or breach of any agreements executed by the Allottee are committed by the Allottee in executing this AFS. The Allottee undertakes to be exclusively responsible and fully liable for the same and agrees to keep the Promoter saved, indemnified and harmless in this connection at all times.
- 20.2 The Allottee shall comply with all legal requirements for purchase of the Unit and sign all requisite applications, consents, declarations, NOCs, deeds, forms, affidavits, undertakings etc. as may be required for the purpose.
- 20.3 The Promoter shall compensate the Allottee in case of any loss caused to him due to the defective title of the Land, in the manner provided as provided under the Real Estate Act.
- 20.4 If the Allottee is required to pay any commission, brokerage or any consideration to any person under any agreement that the Allottee may have with such person for any services rendered or costs and expenses incurred thereby by such person to the Allottee in respect of the Unit, the Promoter shall not be liable or responsible for the same and no commission, brokerage or consideration shall be deductible from the Sale Consideration/Premium/One time rental.
- 20.5 The Allottee shall inform the Promoter in writing of any change in the mailing / correspondence address mentioned herein failing which all notices by the Promoter shall be mailed to the address given in this AFS and shall be deemed to have been duly served upon and received by the Allottee.
- 20.6 Any change in any Applicable Laws shall automatically entitle the Promoter to make such amendments, alterations, modifications and changes in the Project or any part thereof and in this AFS, as such change in the Applicable Laws may require in the best interest of the development of the Project.

21. Provision of this AFS applicable on allottee / subsequent allottees

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

22. Apartment Act

Promoter

Allottee(s)

The Promoter has assured the Allottee that the said Project in its entirety is in accordance with the provisions of the Apartment Act. The Promoter has complied with the laws/regulations as applicable in state of Uttar Pradesh.

23. Binding Effect

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee, until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of receipt by the Allottee, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(Thirty) days from the date of its receipt by the Allottee, Application of the Allottee shall be treated as cancelled and the entire amount paid by the Allottee shall be refunded, without any interest or compensation whatsoever, after forfeiture of the Booking Amount.

24. Waiver not a limitation to enforce

- 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this AFS, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.
- 24.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. Severability

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

26. Method of calculation of proportionate share wherever referred to in the AFS

Wherever in this AFS it is stipulated that the Allottee has to make any payment, in common with other allottees in Project, the same shall be the proportion which the Carpet Area of the Unit bears to the total carpet area of all the units in the Project.

27. Further assurances

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this AFS or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. Entire Understanding

This AFS along with the preamble, recitals and all its schedules constitutes the whole agreement between the Parties and supersedes any previous oral agreements, allotment letter, understandings, negotiations and discussions between the Parties in relation to the matters dealt with in this AFS. This AFS may only be amended through written consent of the Parties.

29. Governing Law and Jurisdiction

That the rights and obligations of the Parties under or arising out of this AFS shall be construed and enforced in accordance with the Real Estate Act and other applicable laws of India.

30. Dispute Resolution

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

31. Place of Execution

The execution of this AFS shall be complete only upon its execution by the Promoter through its authorised signatory. At the request of the Allottee, the Parties agree not to register this AFS unless mandated by NOIDA. The Allottee accepts to make full payments and not to raise any objection or claim in this regard.

32. Savings

Any application, letter, allotment letter, agreement or any other document signed by the Allottee in respect of the Unit prior to the execution and registration of this AFS shall not be construed to limit the rights and interests of the Allottee under this AFS or under the Real Estate Act.

33. Counterparts

This AFS may be executed in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their hands/seals as of the date first above written in the presence of the following witnesses:

SIGNED & DELIVERED BY THE PROMOTER

[Signature and Name of the Authorized Signatory]

SIGNED & DELIVERED BY THE BUYER(S)

Signature and Name of the Signatory/ Authorized
Representative / Authorized Signatory

Witnesses:

1.

2.

First Buyer

Second Buyer

Third Buyer

[This space has been left intentionally blank]

SCHEDULE A: UNIT

Promoter

Allottee(s)

SCHEDULE B: PLAN OF THE UNIT

Promoter

Allottee(s)

SCHEDULE C: PAYMENT PLAN

Promoter

Allottee(s)

SCHEDULE D: SPECIFICATIONS FOR THE UNIT

SCHEDULE E: SPECIFICATIONS FOR THE PROJECT

SCHEDULE F
ENDORSEMENT OF TRANSFER

Transfer	Transferor(s)	Transferee(s)	Company
	<p>I/We hereby transfer / assign / nominate all the rights and liabilities under this Agreement in favor of the</p> <p>Transferee(s) named in Column 3 on the right side:</p>	<p>I/We hereby accept the transfer / assignment / nomination of all the rights and liabilities under this Agreement in my favor from the Transferor(s) named in Column 2 on the left side:</p>	
<i>First Transfer</i>	Name	Name	
	S/o W/o /D/o	S/o W/o /D/o	
	Address	Address	
	Signature	Signature	

Promoter

Allottee(s)

SCHEDULE F
ENDORSEMENT OF TRANSFER

Transfer	Transferor(s)	Transferee(s)	Company
	<p>I/We hereby transfer / assign / nominate all the rights and liabilities under this Agreement in favor of the</p> <p>Transferee(s) named in Column 3 on the right side:</p>	<p>I/We hereby accept the transfer / assignment / nomination of all the rights and liabilities under this Agreement in my favor from the Transferor(s) named in Column 2 on the left side:</p>	
<i>Second Transfer</i>	Name	Name	
	<i>S/o W/o /D/o</i>	<i>S/o W/o /D/o</i>	
	Address	Address	
	Signature	Signature	

Promoter

Allottee(s)