

## **AGREEMENT FOR SUB LEASE**

This Agreement for Sub Lease ("Agreement") executed on this \_\_\_\_day of \_\_\_\_\_20\_\_\_\_.

### **By and Between**

**SOBHA LIMITED** (CIN: L45201KA1995PLC018475) (PAN: [•]), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at Sarjapur-Marathahalli Outer Ring Road (ORR), Devarabisanahalli, Bellandur Post, Bangalore – 560103 and its Regional office address at \_\_\_\_\_, represented by its signatory [•] authorised by a resolution of the Board of Directors dated [•] (hereinafter referred to as the "**Developer**" (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns).

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

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

**(OR)**

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

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

**(OR)**

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

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

**(OR)**

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

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

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

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

**DEFINITIONS:**

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

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

**WHEREAS:**

- A. Greater Noida Industrial Development Authority (**GNIDA**) executed a lease deed dated 03.12.2024 with the Developer and registered the lease deed with the office of the Sub- Registrar, Greater Noida on 04.12.2024 in Book No.01, Volume No. 46053 at Page Nos.15 to 54 as Document No.39719 and further executed a Supplementary Deed dated 26.12.2024 registered with the office of the Sub- Registrar, Greater Noida on 27.12.2024 in Book No.01, Volume No.46202 at Page

Nos.01 to 20 as Document No.42564 (hereinafter collectively referred to as “**Lease Deed**”), by which GNIDA granted the leasehold rights over the plot admeasuring 14001 square meters bearing no. B-255, Sector -36, Greater Noida (hereinafter referred to as the “**Said Land**”), for a term of 90 years, in favour of the Developer on the terms and condition as mentioned therein.

- B. The Developer is in the process of developing a group housing project by the name of “**Sobha Aurum**” comprising of \_\_\_\_ residential units, \_\_\_\_ residential towers, \_\_\_\_ along with amenities, facilities, services etc. and such other developments as may be permitted (“**Project**”) on the Said Land. The Project may be constructed and handed over by the Developer in phases/tower wise.
- C. The Developer has obtained approval of the layout plan/ building plan for the Project as the case may be, from GNIDA. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act/ any other applicable laws of the State of Uttar Pradesh;
- D. The Developer has registered the Project under the provisions of the Act with the Authority at [●] on \_\_\_\_under registration No.\_\_\_\_.
- E. The Allottee had applied for a residential apartment in the Project vide application form dated [●] (“**Application Form**”).
- F. On the basis of the Application Form, the Developer has vide allotment letter dated [●] (“**Allotment Letter**”) allotted a residential apartment bearing No. [●], Tower No. [●] on [●] Floor (hereinafter referred to as “**Unit**”) along with [●] Car Parking Space with right to use the Common Area and Facilities/Limited Common Areas and Facilities. The layout/floor plan of the Unit have been provided in **Schedule A** hereto.
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the rights and obligations detailed herein.
- H. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project, especially Section 14 of the Act and the terms & condition of the Lease Deed.

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 Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties the Developer hereby agrees to sub-lease the Unit and the Allottee hereby agrees to take the Unit on sub-lease as per terms and conditions of this Agreement.

**NOW THEREFORE** in furtherance to acceptance of the Application Form by the Developer, and in furtherance to compliance by the Allottee of the terms and conditions of the Allotment Letter, the Parties are executing this Agreement for recording the understanding for sub-lease of lease hold rights of the Unit along with right to use the Car Parking Space and Common Areas and Facilities and Limited Common Areas and Facilities, on the terms and conditions mutually agreed by and between the Parties and contained in this Agreement.

## 1. **TERMS**

- (i) Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sub lease to the Allottee and the Allottee hereby agrees to take the Unit on sub lease. The Unit shall be sub leased in favor of the Allottee by execution of a tripartite sub-lease deed duly stamped and registered with the jurisdictional Sub Registrar of Assurances (“**Sub-Lease Deed**”).
- (ii) Both the Parties confirm that they have read and understood the provisions of Section 14 of the Act and terms and conditions of the Lease Deed.

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

Block/Building/Tower no.	
Apartment/Unit no.	

Type	
Floor	
Carpet Area	[●] square feet ([●] square meters)
Balcony/Exclusive Area	[●] square feet ([●] square meters)
Total Area	[●] square feet ([●] square meters)
Power Backup KVA	
No. of Covered/Basement Car Parking Space	
Total Price	Rs. _____

### 1.3 **EXPLANATION:**

- (i) The Total Price above includes the amount paid by the Allottee to the Developer towards booking of the Unit.
- (ii) The Total Price includes taxes (consisting of tax paid or payable by the Developer by way of GST and other taxes which may be levied, in connection with construction of the Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the Unit to the Allottee other than taxes on other charges.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the

Developer shall be increased/reduced based on such change/modification.

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

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

- 1.4 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development fee payable to the Competent Authority, additional charges including any enhancement of lease premium or lease rent or enhanced compensation payable to erstwhile land owners under the land acquisition proceedings (“**Additional Charges**”) and/or any other increase in taxes/charges which may be levied or imposed by the Competent Authority from time to time. The Developer agrees that while raising a demand on the Allottee for the aforesaid Additional

Charges, Developer upon the written request of the Allottee shall enclose the said notification/order/rule/regulation to that effect along with the demand letter. If the Allottee fails to pay any such Additional Charges imposed by the Competent Authority within the stipulated time under the demand notice/invoice raised by the Developer for the same, it shall constitute Allottee's Event of Default under this Agreement as specified in Clause 9.3, and the Developer may, at its sole discretion, terminate this Agreement with the consequent action as per this Agreement. However, the Allottee shall be liable to pay interest (at the rate as prescribed in the Rules) on such delayed payments plus applicable taxes, if any, at such rate as may be prescribed under the Rules for delayed payment.

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

- 1.5 The Allottee shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.6 The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ [●]% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Developer.
- 1.7 It is agreed that Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures and fittings described herein in respect of the Unit without the previous written consent of the Allottee as per the provisions of the Act except any alteration or addition required by any Government authorities or due to change in law. In case the common facilities areas are required to be replaced in view of the inconvenience or bad aesthetics or being impossible to maintain, the Allottee hereby agrees for such a replacement.

Provided that the Developer may make any additions and alterations as may be required by the Allottee, or such minor changes or

alterations as per the provisions of the Act or such changes and alterations as required by the Competent Authority. The decision of the architect of the Developer shall stand final and binding upon the Allottee in the said scenario.

- 1.8 The Developer shall confirm to the final carpet area of the Unit that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate/occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area then the Developer shall refund the excess money paid by Allottee within 45 (forty five days). If there is any increase in the carpet area, which is not more than **three percent** of the carpet area of the Unit, allotted to Allottee, the Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule ' C'**. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in para 1.2 of this Agreement.
- 1.9 Subject to Clause 9.3 of the Agreement, the Developer agrees and acknowledges that the Allottee shall have the right to the Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership (as sub-leasehold rights) of the Unit subject to the terms of Lease Deed.
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Allottee in the Common Area is undivided and cannot be divided and separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. The Allottee shall adhere to the rules, regulations, guidelines and policies for the usage of the Common Areas and club premises and its facilities as may be applicable from time to time. It is clarified that the Developer shall hand over the Common Areas to the association of Allottees after duly obtaining the completion certificate of the entire project from the competent authority as provided in the Act.



- (iii) That the computation of the Total Price of the Unit includes recovery of price of land, lease rent till the offer of possession date (as mentioned in clause 7.1), construction of the Unit internal development charges, external development charges, taxes, lift, plumbing, finishing with paint, doors, windows, fire detection and firefighting equipment in the Common areas, and includes cost for providing all other facilities, amenities and specifications as per Schedule D and the one time club membership charges. The Total Price does not include lease rent from the date of offer of possession which has to be paid by the Allottee separately as mentioned in Schedule B, Maintenance Security Deposit, maintenance charges including advance maintenance charges, recurring periodic club subscription/usage charges, other charges as per this Agreement and the applicable taxes on these other charges.
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his/her Unit as the case may be. However, the Allottee shall take prior appointment and abide by all the terms and conditions as decided by the Developer at the time of visit to the project site.

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

1.11 The Developer agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable

to competent authorities, banks and financial institutions, which are related to the Project). If the Developer fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottees, the Developer 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.

- 1.12 The Allottee has paid a sum of Rs. [●] (Rupees \_\_only) towards booking amount being part payment towards the Total Price of the Unit at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining Total Price of the Unit and other charges as mentioned in the Schedule B as per the Payment Plan (**Schedule C**) as may be demanded by the Developer within the time and in the manner specified therein. It is being further clarified that the Developer shall not be under any obligation to send reminders for making the payment as per Schedule C. If the Allottee fails to pay any installment within the stipulated time the same shall constitute Allottee's Event of Default under this Agreement. An amount equivalent to **10% (ten percent)** of the Total Price shall be treated as booking amount of the Unit.

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

- 1.13 After payment of minimum [●] % of the Total Price by the Allottee and subject to prior written consent of the Developer, the Allottee may transfer his rights, title and interest in the Unit under this Agreement to any third party provided **(i)** the Allottee is in compliance of all terms and conditions of this Agreement. Any such transfer/ assignment/ nomination by the Allottee shall be subject to applicable laws, notifications/ Governmental directions, if any, **(ii)** the Allottee submitting documentary proof as may be required by the Developer, **(iii)** the Allottee along with such third party transferee furnish requisite applications and execute the prescribed documents, undertakings and indemnities, as may be required by the Developer, **(iv)** payment of the monies due and payable by the Allottee under this Agreement and **(v)** payment of applicable administrative fee of Rs. [●]/- (Rupees [●]) per sq. ft. of the Carpet Area for first transfer, Rs. [●]/- (Rupees [●]) per sq.

ft. of the Carpet Area for second transfer and Rs. [●]/- (Rupees [●]) per sq. ft. of the Carpet Area for third and subsequent transfer, along with applicable Taxes per transfer and all other dues payable by the Allottee to the Developer till that date. Further, the Developer reserves the right to allow such transfer at its sole discretion. The Allottee understands that the Developer may grant or refuse permission.

- 1.14 In case of name addition/deletion in allotment documents an administrative fee of Rs. [●]/- (Rupees [●]) plus taxes as applicable on the Total Area per square meter of the Total Area shall be applicable each time except in cases where addition/deletion of name(s) are proposed to be made in the name(s) of blood relatives of Allottee including spouse upon submission of documentary proof. The requisite stamp duty, registration charges and other ancillary cost and charges for execution and registration of documents for the aforesaid transfer/assignment/nomination/ substitution or for the addition or deletion of name as mentioned in above clause 1.13 and this clause 1.14 shall be solely borne and paid by the Allottee.
- 1.15 The Developer has made it specifically clear to the Allottee, that the computation of the Total Price and other charges as mentioned in **Schedule B**, does not include (i); for any rights over the convenience stores, shops, kiosks, conveniences, recreational activities, etc. (except for a right to use on such terms and conditions as may be prescribed by the Developer or the Association, as the case may be, which shall be uniformly applicable for all residents/allottee/right-holder at the Project); or (ii) for any rights over areas to be transferred by the Developer to third parties as per Applicable Laws; or (iii) Taxes which may become applicable/leviable with retrospective effect or prospective effect under the provisions of the applicable law or any amendments thereto pertaining or relating to the sale of Unit.
- 1.16 It has been specifically agreed between the Parties that 10% of the Total Price, shall be construed, considered and treated as earnest money under this Agreement ("**Earnest Money**"), to ensure the performance, compliance and fulfillment of the obligations and responsibilities of the Allottee under this Agreement.
- 1.17 The Allottee agrees and acknowledges that Car Parking Space to be allotted to the Allottee cannot be transferred/sold or dealt otherwise independently of the Unit. Car Parking Space(forming a part of the

Unit) is bundled with and deemed to be part and parcel of the said Unit and the same shall not be independent or detached from the Unit. The Allottee undertakes that he/she shall not modify or make any changes or cover the Car Parking Space or change its usage in any manner whatsoever. The Allottee undertakes to park his/her vehicle in allotted Car Parking Space and not anywhere else in the Project. The Allottee agrees and confirms that in the event of cancellation of the Unit under any of the provisions of this Agreement, the allotted Car Parking Space shall automatically be cancelled. All clauses of this Agreement pertaining to allotment, possession, cancellation etc. shall also apply mutatis mutandis to all Car Parking Space.

## **2. MODE OF PAYMENT**

- 2.1 Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan through cheque/ demand draft/ pay order / wire transfer, payable at par drawn in favour of “Sobha Limited” and/ or any other account as stipulated by the Developer from time to time. The Allottee shall mention his customer ID, name, Unit number and Tower number applied for, behind the cheques/demand drafts. The payments made by cheques are subject to realization. Date of actual credit shall be treated as the date of payment. In case payments are made through RTGS/NEFT/Online transfer it shall be the sole responsibility of the Allottee to provide the RTGS/NEFT/Online details to Developer. It is clarified that the payment date for a particular demand shall be construed as the date (or next working day if the date of communication is not on a working day or after banking hours) on which the Allottee communicates the details of the said RTGS/NEFT/Online transfer in writing. The Allottee shall also be liable to bear and pay all present and future applicable Additional Charges and/or any increase thereto, either prospectively or retrospectively and/or by virtue of court order or Applicable Laws, which may be imposed by the Competent Authority, as and when demanded by the Developer.
- 2.2 If any of the payment cheques/banker’s cheque or any other payment instructions of/by the Allottee are not honored for any reason whatsoever, then the same shall be treated as default under Clause 9.3 below and the Developer may at its option be entitled to exercise the

recourse available thereunder. Further, the Developer shall, without prejudice to its other rights, charge a payment dishonor charge of Rs. [●]/- (Rupees [●] only) for dishonor of a particular cheque/payment instruction in the first instance and Rs. [●]/- (Rupees [●] only) for dishonor of the cheque/payment instruction in the second instance 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 (accompanied by a letter from the bank stating that the funds are from Allottee account only) or RTGS/NEFT/Online transfer only.

- 2.3 The Developer shall not accept payment by cash and/ or deposit of cash in the designated account of the Developer and such payment shall continue to appear as outstanding against the Unit. The Developer shall accept payments towards Total Price from the account(s) of the Allottee and/or joint Allottee only. If any payments of installments are made by any third party by or on behalf of the Allottee, the Developer shall not be responsible towards any such third party and such third party shall not have any right in Unit and the Developer shall issue receipts in favour of the Allottee only.
- 2.4 Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Allottee account only, the exception being DDs/Banker's Cheque received from the mortgagor bank of the Allottee.
- 2.5 The Allottee has to deduct the applicable tax deduction at source (TDS) at the time of making of actual payment or credit of such sum to the account of the Developer, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Any failure to deduct or deposit TDS would attract interest & penalty as per provisions of Income Tax Act, 1961. The Allottee shall submit the original TDS certificate in the prescribed timelines mentioned in the Income Tax Act, 1961. If the Allottee fails to submit the TDS certificate to the Developer on the TDS deducted within the stipulated timelines as per Income Tax Act, the Allottee shall be liable to pay penalty as per provisions of Income Tax Act, 1961. In case of delay or default by the Allottee to deposit the aforesaid TDS with Government or fails to issue the TDS certificate/proof of deposit of TDS, it shall be considered as an unpaid amount for the Total Price of the Unit.

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

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

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

**5. TIME IS ESSENCE:**

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

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

**6. CONSTRUCTION OF PROJECT AND UNIT:**

- 6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the layout plan, building plan, floor plan, Payment Plan and the specifications, amenities and facilities which have been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plan, building plan, floor plan, specifications, amenities and facilities. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the GNIDA and shall not have make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.
- 6.2 The Developer may complete the Project in part and obtain separately for occupation certificate/part occupation certificates for each tower as the Developer may deem fit and accordingly the Developer shall offer the possession of the Unit to the Allottee and the Allottees agrees and undertakes to pay all the outstanding amount and takeover the possession of the Unit. In such event if the Allottee is offered possession of the Unit in such completed part or portion of the Project, the Developer and/or its agents or contractors shall be entitled to carry on the remaining work including construction/ completion of units or areas near/adjacent to the Unit/building in which Unit is situated, including further and additional construction work in the Project and

the Allottee shall not object or make any claim (including for any damages) from the Developer in this regard.

- 6.3 Until the Sub-Lease Deed or other appropriate deeds and documents in respect of all the units on the Said Land have been executed by the Developer in favour of the prospective buyers and/or treating the common areas in the Said Land in accordance with Applicable Law, the Developer shall have control and authority in respect of all matters concerning the construction on the Said Land. All unsold and/or unallotted Unit(s)/premises, areas and spaces on the Said Land including parking spaces and other spaces in the basement and anywhere else on the Said Land shall always belong to and remain the property of the Developer at all times and the Developer shall continue to remain in overall possession of such unsold and/or unallotted flat(s)/premises and shall be entitled to enter upon the Said Land to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.

## **7. POSSESSION OF THE UNIT**

- 7.1 **Schedule for possession of the said Unit:** The Developer agrees and understands that timely delivery of possession of the Unit to the Allottee and the Common Areas and Facilities to the Association or the Competent Authority, as the case may be, is the essence of the Agreement. The Developer shall offer the possession of the Unit to the Allottee, after obtaining the occupation certificate/part occupation certificate for the Tower/Project on or before \_\_\_\_\_ (**“Completion Time Period”**), subject to the Allottee being in compliance of all its obligations under this Agreement including timely payments of amounts. Provided, however, the Completion Time Period shall stand extended on account of (i) any Force Majeure events, and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non- compliance on the part of the Allottee including on account of any default on the part of the Allottee. If the completion of the Project is delayed due to reasons as mentioned under this clause then in such cases the Developer shall be entitled to the extension of time for delivery of the possession of the Unit. Any unreasonable delay in issuing the occupation certificate/part occupation certificate by the concerned authority despite all the requisite works/documents/application completed by the Developer for grant of such occupation certificate/part occupation certificate (OC) shall not be considered as delay on the part of the Developer.



The Allottee agrees that if the Developer is unable to construct/continue or complete the construction of the Project or any party thereof, due to any government or regulatory authority's action or judicial/quasi-judicial order provided the same is not due to the fault of the Developer, the Developer may, at its own discretion, challenge the same in the appropriate Forum/Court. In such a situation, the amount paid by the Allottee shall continue to remain with the Developer without claim of any interest and the Allottee may choose to become a party in such legal proceedings.

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

The amenities like road, electricity, sewer and water supply shall be provided by the GNIDA or other concerned authorities up to the boundary of said Project. The Developer will carry out all the abovementioned amenities within the boundary of the said Project i.e. internal development of the Project. The delay in providing the abovementioned facilities on the part of the GNIDA/concerned authority shall not be considered as the delay on part of the Developer.

## **7.2 Procedure for taking possession**

7.2.1 The Developer, upon obtaining the occupation certificate/part occupation certificate from the Competent Authority and the Allottee performing and fulfilling its obligations as mentioned in this Agreement, shall issue a written notice ("**Possession Notice**"), to the Allottee to take the possession of the Unit within 3 (three) months from the date of issuance of the occupation certificate/part occupation certificate or within such further period as permissible under the prevalent laws. The Parties shall execute the Sub-Lease deed within the timelines as prescribed under the prevalent laws.

7.2.2 The Allottee shall complete the following tasks within such period as mentioned in the Possession Notice issued by the Developer:

- i. Pay to the Developer the balance of the Total Price and all other amounts as mentioned in **Schedule B**. Stamp duty and registration charges for the Sub-Lease Deed will be deposited with the Developer for payment to the authority. All dues, outstanding and arrears thereto (if any) and Additional Charges (if any); will be paid to the Developer.
- ii. On demand pay to the Developer legal cost, charges and expenses, including professional costs of advocates of the Developer in connection with formation of the Association/ apex body and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering Sub-Lease Deed with respect to undivided proportionate title in the common areas in the Project in favour of the Association.
- iii. Execute necessary documents, declarations, indemnities, undertakings etc. as may be required.

The Possession Notice shall immediately expire on the succeeding day to the date by which the Allottee has to make payment of all outstanding amounts to Developer as per this Agreement and take possession of the Unit unless such period is extended by the Developer ("**Possession Notice Expiry Date**"). Without prejudice to the rights of the Developer as mentioned in this Agreement against failure of the Allottee to complete the tasks listed in this clause 7.2.2 by the Possession Notice Expiry Date, the Allottee shall pay the Maintenance Charges as mentioned in this Agreement and will not make any

claim/s, against the Developer, with respect to any item of work alleged not to have been carried out or completed. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Developer shall provide a copy (on demand) of occupation certificate in respect of the Project at the time of execution of Sub-Lease Deed of the same.

7.2.3 The Developer shall, simultaneously with the payment of the balance Total Price, stamp duty and registration charges for the Sub-Lease Deed together with all dues, outstanding and arrears thereto (if any), Additional Charges (if any) and execution of Sub-Lease Deed; under this Agreement by the Allottee, handover the possession of the Unit.

7.3 **Failure of Allottee to take Possession of Unit** - Upon receiving the Possession Notice from the Developer, the Allottee shall take possession of the Unit from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Unit to the Allottee. Notwithstanding anything contained in the Agreement, in case the Allottee defaults to comply with its obligations as stated in the present Agreement and/or fails to take over the possession of the Unit as stipulated in the Possession Notice, then the Allottee shall also be liable to pay to the Developer holding charges of Rs. [•] (Rupees [•]) per square feet per month alongwith applicable GST (**"Holding Charges"**) of the Carpet Area for the period beyond three months from the date of Possession Notice till the actual date of possession in addition to the applicable Maintenance Charges for the period of such delay, which shall be payable by the Allottee within the time period stipulated by the Developer. During the period of said delay, the Unit shall be at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition. The Allottee shall also be liable to pay the Maintenance Charges after Possession Notice Expiry Date even if the Allottee fails to take the possession of the Unit for whatever reasons including default on making the final payment.

7.4 **Possession by the Allottee** - After obtaining the completion certificate/ occupancy certificate (as applicable) and handing over physical possession of the Unit to the Allottees, it shall be the responsibility of the Developer on demand by the Allottee to hand over

copies of necessary documents and plans. It is expressly agreed between the Parties that at the time of issuance of the Possession Notice, the Allottee shall fully satisfy himself that the plumbing, electric, fixtures and fittings, locking devices, doors, windows, tiles and other items in the Unit are as per specifications stated in **Schedule D** hereto or its equivalent and after doing so, shall acknowledge the same in writing to the Developer. From the Possession Notice Expiry Date or the date of execution of Sub-Lease Deed, whichever is earlier, the said Unit shall be at the risk of the Allottee, irrespective of whether possession of the Unit has been taken over by the Allottee or not. The Allottee shall be responsible for any loss or damage to the Unit arising from the deterioration or decrease in value of the said Unit. Further, the Allottee shall be liable to bear and pay, from the Possession Notice Expiry Date, the proportionate charges of all outgoings/ charges in respect of the said Unit as may be levied by the Developer or Association or Maintenance Agency, Competent Authorities, as the case may be, together with all rates, Taxes, cesses, assessments, betterment charges, property tax, land under construction tax, levies etc. under the Applicable Laws.

## **7.5 Cancellation by Allottee**

- 7.5.1 The Allottee shall have the right to cancel/withdraw his allotment of the Unit in the project as provided in the Act:

Provided that where the Allottee propose to cancel/withdraw from the Project without any fault of the Developer, the Developer herein is entitled to forfeit the (i) Earnest Money paid for the allotment and (ii) interest due on outstanding instalment, if any, as per Payment Plan and all the incurred expenses related to sale of the Unit including brokerage and other sales expenses (**Non-Refundable Amount**). The Developer shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty-five) days of such cancellation/withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Unit or at the end of one year from the date of cancellation/ withdrawal by the allottee, whichever is earlier.

- 7.5.2 Notwithstanding anything contained in this Agreement, it is agreed between the Parties that upon receipt of the occupancy certificate/part occupancy certificate issued by the concerned competent authority for the said Unit, none of the Parties shall be entitled to terminate this

Agreement except in case the Allottee/s default/s in any manner and/or fail/s to respond and/or neglect/s to take possession of the Unit within the time as stipulated by the Developer, in which case the Developer shall be entitled along with other rights under this Agreement, to terminate the allotment of the Unit and this Agreement and/or forfeit/claim the entire Total Price towards the Unit along with Interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Allottee/s further agrees and acknowledge/s that the Developer's obligation of delivering possession of the Unit shall come to an end upon aforesaid termination and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Allottee/s in any manner whatsoever.

- 7.6 **Compensation** - The Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a (i) Force Majeure event, if the Developer fails to complete or is unable to offer possession of the Unit on or before the Completion Time Period; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand from the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest within timelines prescribed under the Applicable Laws of it becoming due.

Provided if the Allottee does not intend to withdraw from the Project, the Developer shall pay the Allottee, interest as per Applicable Laws, till the offering the possession of the Unit to the Allottee, which shall be paid by the Developer to the Allottee within timelines prescribed under the Applicable Laws of it becoming due.

- 7.7 The Allottee agree(s) and undertake(s) that on receipt of possession, the Allottee shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/Association/ apex body and without causing any disturbance, to the other purchasers of Unit in the Said Land. The

Allottee hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Unit (ii) for all costs and expenses incurred by the Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Unit.

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

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

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

- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall hand over lawful, vacant, peaceful, physical possession of the Unit to the Allottee.
- (x) The Unit is not the subject matter of any Hindu undivided family (HUF) and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Unit.
- (xi) The Developer shall duly pay and shall continue to pay and discharge undisputed governmental dues, rates, charges and Taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authority till the Possession Notice Expiry Date.
- (xii) To the best of the Developer's knowledge, no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, or notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the Said Land and/or the Project.

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

- 9.1 Subject to Force Majeure, the Developer shall be considered in default, in the following events:
  - (i) If the Developer fails to provide the offer of possession of ready to move in Unit to the Allottee within the Completion Time as mentioned in clause 7.1. For the purpose of this Clause, 'ready to move in unit' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, as agreed to between the parties, and for

which occupation certificate, has been issued by the competent authority;

- (ii) Discontinuance of the Developer'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 Developer under the conditions listed above a non-defaulting Allottee is entitled to the following:

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, along with interest within the time period prescribed in the law.

Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Developer, interest as prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Developer to the Allottee within the time period prescribed under the prevalent laws.

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

- (i) In the event that the Allottee fails or neglects to make the payment of (2) two consecutive demands for an installment as per the Payment Plan, in accordance with the terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Allottee as mentioned in this Agreement on due dates, despite having being issued notice in this regard. The Allottee shall be liable to pay interest, as prescribed by the Rules, alongwith applicable GST to the Developer on the outstanding amount from the due date of its payment.



- (ii) In case the default of the Allottee mentioned above continues for a period of 3 (three) consecutive months in spite of the Developer issuing notice to the Allottee in that regard, the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit the Earnest Money along with the Non-Refundable Amount.
- (iii) If the Allottee fails to comply with its obligations, terms, conditions as set out in this Agreement and fails to rectify the default within the aforesaid period of 15 (fifteen) days then notwithstanding anything mentioned under this Agreement the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit Earnest Money along with the Non-Refundable Amount.

The Developer shall intimate the Allottee about such termination at least 15 (fifteen) days prior to such termination.

- 9.4 After the aforesaid forfeiture and forfeiting the Earnest Money and Non Refundable Amount, the Developer shall refund the balance amounts, if any, to the Allottee or to his banker/financial institution, and the Allottee shall be bound to execute and register the Deed of Cancellation or any other document within 15 (fifteen) days of the termination notice by the Developer, failing which the Developer shall be entitled to proceed to execute/register the Deed with the appropriate Sub-Registrar, as an authorized constituted attorney of the Allottee and the Allottee hereby acknowledges and confirms the same. The Parties further confirm that any delay or default in such execution/registration of the aforesaid Deed of Cancellation or any other document by the Allottee shall not prejudice (i) the cancellation and termination of this Agreement; and (ii) the Developer's right to forfeit various amounts paid/due from the Allottee subject to the provisions/limits as prescribed under Applicable Laws and refund the balance to the Allottee and the Developer's right to sell/transfer the Unit including the exclusive right to use the parking space(s) to any third party, as per its discretion. For the sake of clarity, the interest and/or taxes paid on the Total Price shall not be refunded upon such termination. Notwithstanding, the above, in the event the Allottee fails to execute and/or admit registration of the Deed in the manner aforesaid, then, upon issuance of the termination notice by the Developer, this Agreement shall ipso facto stand terminated/cancelled for all intents and purposes, without any further recourse to any of the Parties.

- 9.5 On and from the date of such termination on account of Allottee's Event of Default as mentioned herein above ("**Termination Date**"), the Parties mutually agree that:
- (i) The Allottee shall be left with no right, title, interest, claim, lien, authority whatsoever, either in respect of the Unit, car parking (if applicable) and/ or the Project and/ or the Said Land.
  - (ii) The Developer shall be entitled, without any claim or interference of the Allottee, to convey, sell, transfer and/or assign the Unit in favour of third party(ies) or otherwise deal with it as the Developer may deem fit and appropriate and without any claim of the Allottee to any sale proceeds of such conveyance, sale, transfer and/or assignment of the Unit in favour of third party(ies).
  - (iii) The said refund by the Developer to the Allottee as stated in Clause 9.3 above, sent through cheque/demand draft by registered post 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.
- 9.6 The Allottee acknowledges that on account of termination/cancellation of allotment of the Unit for any reason whatsoever, the Developer shall suffer a loss to the tune of the Earnest Money along with the Non-Refundable Amount. The Allottee agrees that the Developer shall be entitled to deduct the Earnest Money along with the Non-Refundable Amount, which the Allottee agrees to be a genuine pre-estimate of damages which the Developer shall suffer on account of such termination/cancellation and is not punitive in nature.
- 9.7 The Allottee further undertakes to present himself for surrender of the original Agreement, upon termination/cancellation of the allotment of the Unit as per terms of this Agreement, at the office concerned sub-registrar of assurances. Further, the Allottee undertakes to pay applicable registration charges, legal expenses and all other miscellaneous and incidental expenses for cancellation deed.

## **10. CONVEYANCE OF THE UNIT**

- 10.1 The Developer on receipt of the Total Price, Additional Charges along with interest, if any, stamp duty, registration and other miscellaneous expenditure shall execute the Sub-Lease Deed in the prescribed format and get it duly stamped and registered with the Sub Registrar of Assurances, having the jurisdiction of Greater Noida within such time period as permissible under the Act. All costs, charges, expenses etc. towards the said execution and registration of the Sub-Lease Deed including but not limited to documentation, printing, stamp duty, registration and other miscellaneous expenditure that may be required for the same shall be borne and paid by the Allottee. In the event the Allottee fails to pay the said costs, charges, expenses etc. then the Developer shall be entitled to postpone the execution and registration of Sub-Lease Deed and handover of possession of the Unit till the time Allottee pays all such costs, charges, expenses etc. In case Allottee fails to pay the said costs, charges, expenses etc. within the Possession Notice Expiry Date then the same shall be a Allottee's Event of Default under this Agreement and the Developer shall be entitled to terminate this Agreement in terms of Clause 9.3(ii) hereof.
- 10.2 The Allottee understands and agrees that the Developer may, as may be required under Applicable Laws, form (i) separate company/condominium/society/association of apartment owners ("**Association**") for Project at its discretion, and form an apex organization for the entire development or separate apex association / apex body/apex bodies for or each of residential and commercial zones in the Project; (ii) or form a single Association for the Project. The Association shall adhere to their respective bye laws and guidelines as may be formulated by the Developer in accordance with Applicable Laws. Further, the Association shall, independent of the other, manage and conduct the affairs relating to respective Project /land parcel and the rights, entitlements and obligations of the residents with respect to the Common Area and Facilities. The Common Area and Facilities within the Project shall be transferred to the Association by the Developer in accordance with Applicable laws upon obtaining Occupation Certificate. The Allottee shall also, from time to time, be required by the Developer or the Association, to sign and execute the application for membership and other papers, instruments and documents in this regard and return the same to the Developer or Association within 15 (fifteen) days from the same being forwarded to the Allottee. The Allottee shall on demand pay to the Developer legal cost, charges and expenses, including professional costs of advocates

of the Developer in connection with formation of the Association / apex body and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering sub-lease deed with respect to undivided proportionate title in the common areas in the Project in favour of the Association. On the formation of Association, rights of the Allottee to the Common Areas and Facilities and Limited Common Areas and Facilities shall be regulated by the bye laws and other rules and regulations. The Developer may become a member of the Association to the extent of all unsold and/or un-allotted premises, areas and spaces in the Project.

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

- 11.1 The Developer shall be responsible for providing and maintaining essential services in the Project till the taking over of the maintenance by the Association or competent authority, as the case may be upon the issuance of the part Occupation Certificate/Occupation Certificate of the Project. However, till the time the Association takes possession of the common areas and essential services as envisaged in the Agreement or prevalent laws governing the same, the Developer shall have the right to recover applicable maintenance charges, applicable taxes and other charges after the Possession Notice expiry date.
- 11.2 The Allottee agrees and consents to the appointment of Developer or any other agency appointed by the Developer ("**Maintenance Agency**") to manage, upkeep and maintain the Said Land together with other buildings, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and maintain Common Areas and Facilities of the Said Land. The Allottee hereby agree and undertake to execute maintenance agreements with the Maintenance Agency at the taken over the possession of the Unit. The Maintenance Agency shall also be entitled to collect the common area maintenance charges, maintenance deposit, outgoings, provisional charges, taxes, levies and other amounts in respect of the Said Land. The Developer hereby reserves its right to remove, nominate and appoint a new Maintenance Agency. The Allottee understands and agrees that the Developer shall not in any manner be accountable, liable or responsible to any person including the Allottee and/or common organization/ apex body/ apex bodies for any act, deed, matter or thing committed or omitted to be

done by the Maintenance Agency in the due course of such maintenance, management and control of the Said Land and/or Common Areas and Facilities of the Said Land thereto. The Allottee agrees to pay the advance Maintenance Charges for [•] years alongwith applicable GST for maintenance of common areas as determined by the Developer and notified at the time of offer of possession.

- 11.3 The Allottee agrees to promptly, without any delay or demur, pay the necessary fees as may be determined by the Developer/ Maintenance Agency.
- 11.4 The Allottee shall be liable and responsible for maintaining indoor of the Unit and be liable to bear all costs and expenses to keep the Unit in a good and tenantable state and condition and is expected to always have suitable valid insurance policies to cover all possible hazards.
- 11.5 The Allottee hereby accepts that the provisions of such maintenance services and use and access to the Common Areas and Facilities/Limited Common Areas and Facilities in the Project shall always be subject to payment of all costs, charges, fees etc.by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc. (**"Maintenance Charges"**) to the Association or Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Allottee under this Agreement. The rates of maintenance and service charges shall be fixed by the Developer or Maintenance Agency or Association as the case may be, keeping the prices of commodities, services, wages, official levies, fees(s), taxes, water and electricity charges,diesel consumption charges etc. prevalent at that point of time. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned. In case the Allottee fails to pay the Maintenance Charges, to the Developer/Maintenance Agency/Association as the case may be, shall be entitled to adjust the arrears of Maintenance Charges from the maintenance security deposit as mentioned in **Schedule B**.
- 11.6 If the Association is not formed within 1(one) year from the completion time period, the Developer shall be entitled to collect from the allottees of the Project an amount equal to the amount of monthly Maintenance Charges as demanded at the time of offer of possession plus 10% (ten

percent) for escalation in price for the purpose of maintenance for next 1 (one) year and so on. On and from the Possession Notice Expiry Date or the date of execution of the Sub-Lease Deed, whichever is earlier, the Allottee shall pay advance Maintenance Charges as per **Schedule B**, which amount shall be adjusted against the actual Maintenance Charges applicable and chargeable to all the unit owners at the Project. Upon formation of the Association the account of the Maintenance Charges paid by the Allottee shall be handed over to the Association.

- 11.7 That as and when any plant, machinery, equipment etc. within the Project including but not limited to lifts, DG sets, electric substation, pumps, firefighting equipment, etc. requires replacement, up-gradation, addition etc. and any additional equipment, machinery etc. is required because of some new/changed law, rules, regulations, notifications or Government order after the Possession Notice then the cost thereof shall be contributed by all the allottees/ occupants of the units at the Project on pro-rata basis (i.e. in proportion to the carpet area of the Unit to the total carpet area of all the units in the Project).
- 11.8 **Maintenance Security Deposit:** The Allottee shall pay a maintenance deposit as per the Details of Payment (**Schedule B**) and Payment Plan (**Schedule C**). The said Maintenance Security Deposit shall be retained by the Developer/Maintenance Agency. The interest accrued and credited on Maintenance Security Deposit shall be used for maintenance of common areas including repairs of capital equipment, AMC and up-keep, including indirect expenses, service charges etc. by the Developer/Maintenance Agency. In case the interest earned is inadequate, the Developer/Maintenance Agency shall call for shortfall amount from the Allottee to meet the maintenance expenses and Allottee shall pay the same as and when demanded. In the event of there being any delay in payment of the said demand, the Allottee shall be liable to pay interest @ 18% plus applicable taxes or as may be specified in the rules and regulations prescribed by the Developer at the time of Offer of Possession to the Allottee(s). In case of failure of the Allottee to pay the maintenance charges, electricity charges or any other charges on or before the due date, the Developer/Maintenance Agency shall have the right to discontinue the maintenance services in respect of the Unit. Further, the Developer/Maintenance Agency shall be entitled to adjust, in the first instance such deficit in the interest accrued out of the Maintenance Security Deposit against such defaults in the payment of maintenance bills, electricity bills and other charges,

dues etc. and in case such accrued interest falls short of the amount of the default, then the Developer/Maintenance Agency shall be entitled to adjust the principal amount of the Maintenance Security Deposit against such defaults. If due to such adjustment in the principal amount, the Maintenance Security Deposit falls below the agreed sum of the Apartment, then the Allottee(s) hereby undertakes to make good the resultant shortfall within 15 (fifteen) days of demand by the Developer/Maintenance Agency. The Developer/Maintenance Agency shall have the right to increase the Maintenance Security Deposit from time to time in keeping with the increase in the cost of maintenance services and the Allottee agrees to pay such increases within 15 (fifteen) days of demand by the Developer/Maintenance.

## **12. DEFECT LIABILITY**

If any structural defect or any other defect in workmanship, quality or provision of services in the Unit or any other obligation of the Developer as this Agreement is brought to the notice of the Developer by the Allottee within the time period 5 years from the date of handing over possession or the date of obligation of the Developer to offer possession to the Allottee, whichever is earlier, it shall be the duty of the Developer to rectify such defects without further charge, and in case any such rectification, reasonably and in the ordinary course, requires additional time beyond the stipulated period under the prevalent laws, having regard to the nature of defect, then the Developer shall be entitled to such additional time period, provided an intimation thereof has been provided to the Allottee/ the Association / the Maintenance Agency, as the case may be. The Allottee hereby agrees to such additional time/extension of time.

However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the Unit or defective material being used or regarding workmanship, quality or provision of service.

However, it is further agreed between the Parties hereto that, after the Possession Date, the Developer shall not be liable for any rectification of defect due to any act, omission, default or negligence attributable to the Allottee and/or any other Allottee/s/third party in the Unit or failure of the Allottee to maintain Unit in a diligent manner or non-compliance of any applicable laws by the Allottee; any force majeure events; where the manufacture's warranty expires and the Allottee/

Association/society/federation fails to renew the annual maintenance contracts during the defect liability period.

After the Completion Time Period, any damage due to wear and tear of whatsoever nature is caused to Unit or any building in the Project, the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his own costs.

It is clarified that the Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs/redecoration/any other work undertaken by the Allottee and/or any other allottee/person in the Project and/or the whole Project and/or the Said Land. The Allottee is/are aware and agree(s) and confirm(s) that any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the tower at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Developer's obligation to rectify any defect(s) or compensate for the same as mentioned in this clause and the Allottee/the society/the Association/federation shall have no claim(s) of whatsoever nature against the Developer in this regard.

Further, the defect liability of any item of specifications as mentioned herein or additional item which has been procured from manufacturing companies/third party and installed in the Unit shall be limited to the warranty/guaranty given by such manufacturing companies/third parties. The defect liability of capital assets such as generators, elevators etc. shall also be to the extent of warranty/guaranty given by its manufacturer.

### **13. RIGHT TO ENTER THE UNIT/ PROJECT FOR REPAIRS**

- 13.1 The Developer/Maintenance Agency/Association and their representatives, surveyors, architects, agents etc. shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association and/or Maintenance Agency to enter into the 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.

- 13.2 The Developer shall at all times be entitled to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project and any common rights of ways for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, etc. situated at the Said Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities as necessary in the Project. Further, in case of exigencies like fire, short circuits, leakages on the floor above or below or adjacent etc. of the Unit, the Allottee authorizes the Developer/Maintenance Agency/Association to break open the doors/windows of the Unit and enter into the Unit to prevent any further damage to the other apartments in the Project. In such a case, the Developer/Maintenance Agency/Association shall not be liable for any loss or inconvenience caused to the Allottee on account of entry to the Unit as aforesaid and he Allottee hereby expressly consents to the same.

#### **14. USAGE**

Use of basement and service areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association formed by the allottees for rendering maintenance services.

#### **15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT**

The Allottee represents, undertakes, confirms, and warrants to the Developer as under:

- 15.1 Upon taking over possession of the Unit, the Allottee shall, after obtaining all permissions, approvals etc. as may be required and at his own costs and expenses, carry out the Fit-outs/ interior works in the Unit, as per its requirement and use. All such works in respect of Fit-outs/interior works in the Unit will be done as permitted by the Developer/Association/Maintenance Agency and upon payment of such charges as may be levied by the Developer/Association/Maintenance Agency. The Allottee ensures and undertakes that all such fit-outs done internally within the Unit shall not pose any nuisance to the other occupants/purchasers and also protect against fire, pollution or health hazards, noise, etc. in the Project. Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Unit, the Developer shall be entitled to call upon the Allottee to rectify the same and to restore the Unit to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Allottee does not rectify the breach within such period of 30 (thirty) days, the Developer may carry out necessary rectification/restoration to the Unit (on behalf of the Allottee) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Allottee. If the Allottee fails to reimburse to the Developer any such costs/charges and expenses within 7 (seven) days of demand by the Developer, the same would be deemed to be a charge on the Unit and the Developer shall have the right to recover such cost/charges from the maintenance security deposit paid by the Allottee. The Allottee hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Unit and/or damage to the Common Areas and Facilities as a result of any unauthorized repairs in the Unit and (ii) for all costs and expenses incurred by the Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Unit or the Common Area and Facilities.
- 15.2 The Allottee shall use the Unit for residential purpose only and as per the provisions of this Agreement, and bye laws of the Association and shall neither use the same for any purpose which may or is likely to

cause nuisance or annoyance to the occupiers of the other units in the Project nor for any illegal or immoral purposes.

- 15.3 The Allottee shall from the Possession Notice expiry date or the date of execution of the Sub-Lease Deed, whichever is earlier, be liable to bear all costs and expenses to keep the Unit in a good and tenable state and condition. The Allottee shall carry out, at its own cost and expenses, all internal repairs to the Unit and maintain the same and not do or suffer to be done anything in or to the Unit or Project which may be against the rules, regulations and bye laws of the Association or the Competent Authority. In the event the Allottee is guilty of any act or omission in contravention of this provision, the Allottee shall be responsible and liable for the breach and for the consequential loss or damage to the Developer or Association or the Competent Authority, as the case may be.
- 15.4 The Allottee shall neither cause or cause to be done any structural changes or alteration to the superstructure, floor, ceiling, walls, beams, columns, shear walls, subdivide the Unit, construction of boundary wall around the P-line of the Unit etc. nor remove any walls or change the position of the doors and windows, increase the area of the Unit whether temporary or of a permanent nature. The Allottee shall also not change the color scheme of the outer or paintings of the exterior side of the doors and windows etc. of the Unit. The Developer shall be entitled to remove, at the cost and risk of the Allottee, all fixtures which may have been fixed at outer portion of the Unit including the balconies, any decorations, alterations, additions or improvements in the Unit made by the Allottee in contravention to the provisions of this Agreement. The Allottee shall not fix or erect sunscreens or weather shades, whether temporary or permanent, on the exterior of the said Unit in any manner whatsoever. The Allottee agrees and confirms that in the event the Allottee takes any such steps as stated in this sub clause the same shall be at the sole responsibility, risk and consequence of the Allottee and the Allottee shall indemnify the Developer towards all losses, damages that may be suffered or costs, charges, fines etc., that may have to incurred by the Developer.
- 15.5 The Allottee agrees that if at any time under any law/order or if the Developer may think it necessary to obtain the insurance policy for the Building/Project/Unit, the Allottee shall pay the charges/premium for such insurance in proportion to the Carpet Area of the Unit to the total

Carpet Area of the Project. The Allottee shall not permit any act or permit to be done any act or thing which may render void or voidable any insurance taken or to be taken in respect of the Project or any part thereof or whereby any increase in the premium becomes payable in respect of the said insurance. After possession of the Unit is handed over the Allottee, the Allottee may insure the Unit from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.

- 15.6 The Allottee hereby declares, agrees and confirms that the monies paid/payable by the Allottee under this Agreement towards the 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, its Rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "Money Laundering Regulations"). The Allottee further declares and authorizes the Developer to give personal information of the Allottee to any statutory authority as may be required from time to time. The Allottee further affirms that the information/ details provided are true and correct in all respects and nothing has been withheld including any material facts within his knowledge. The Allottee further agrees and confirms that in case the Developer becomes aware and/or in case the Developer is notified by the Statutory authorities of any instance of violation of Money Laundering Regulations, then the Developer shall at its sole discretion be entitled to terminate this Agreement. Upon such termination the Allottee shall not have any right, title or interest in the Unit neither have any claim/demand against the Developer, which the Allottee hereby unequivocally agrees and confirms. In the event of such termination, the monies paid by the Allottee shall be refunded by the Developer to the Allottee in accordance with the terms of this Agreement only after the Allottee furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such a refund of the amounts to the Allottee.

Furthermore, the Allottee acknowledge(s) and confirm(s) that the Unit is not and shall not be the subject matter of a benami transaction as

defined under the Benami Property Transactions Act, 2016 ("Benami Act"). The Allottee understand(s) and agree(s) that in the event the Unit is found to be a 'benami property' as defined under the said Benami Act and any proceedings are initiated under the Benami Act against the Developer or the Unit, the Developer shall have the right to take appropriate legal action to protect its interests and the interests of *bona fide* purchasers. The Allottee shall fully cooperate with the Developer and provide any assistance and documentation as may be required in such proceedings.

It is also expressly agreed by the Allottee that in the event the Unit is confiscated by the appropriate authorities under the provisions of the Benami Act, the Developer shall not be liable to refund any amount paid by the Allottee under this Agreement, and the Allottee shall have no claim, whatsoever, against the Developer in respect of such confiscated property.

- 15.7 The Allottee shall neither encroach upon the Common Areas and Facilities and Limited Common Areas and Facilities, passages, corridors, or interfere with the amenities and services available for common use in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- 15.8 The Allottee shall not store in the Unit or bring into the Project any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project which is objected to by the Developer or the Association. If any accident of fire is caused inside the Unit because of the negligence of Allottee/occupant, then the Allottee shall alone be liable for the loss caused by such fire and the Allottee. If any damage is caused to the Unit, Common Areas and Facilities, Limited Common Areas and Facilities or to the Project on account of any act, negligence or default on part of the Allottee or his employees, agents, servants, guests, or invitees, the Allottee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Developer or the Association or Maintenance Agency, as the case may be, whose decision in this regard shall be final and binding on the Allottee.

- 15.9 The Allottee shall not be entitled to install its personal/individual generator(s) for providing power back up to the Unit. The Total Price includes partial power backup of \_\_\_\_\_ KVA (for 2 BHK), \_\_\_\_\_ KVA (for 3 BHK) and \_\_\_\_\_ KVA (for 4 BHK) depending on the Unit booked by the Allottee. The Allottee shall be liable to pay for the consumption of electricity through power back up.
- 15.10 The Allottee shall not (i) undertake any act, deed or thing; or (ii) cause anything to be done; which may on its own or have the effect of, subdividing (directly or indirectly) the Unit or land underneath or lands forming part of Common Areas and Facilities and the Limited Common Areas and Facilities.
- 15.11 The project shall always be known as “Sobha Aurum” and this name shall not be changed by anyone including the Allottee or his lessees/occupant(s)/transferee(s) /assignee(s)/Association etc. However, it is agreed by the Allottee that the name of the Project “Sobha Aurum” or of the individual towers may be changed at the sole discretion of the Developer in accordance with the prevalent laws.
- 15.12 It is further agreed by the Allottee that the association of the brand name “**Sobha**” (in its registered logo form) or a combination of words with prefix as “**Sobha**” (“Brand Name”) with the Project shall always be subject to the sole control and discretion of the Developer. It is agreed and accepted by the Allottee that the Brand Name/Mark shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless the Developer has itself informed in writing about any change in the logo/Brand Name/Mark. It is further agreed that the Association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name. The Allottee further agrees to not use the Brand Name and/or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by the Developer. The Allottee and the Association/apex body/apex bodies shall not be entitled to change the name of the Project/towers without written consent of the Developer.
- 15.13 The Allottee agrees that he shall not, without the written approval of the Developer, create any third-party interest on the Unit whatsoever,

till the date of execution and registration of the Sub-Lease Deed in his favour by the Developer. However, Allottee for the purpose of facilitating the payment of the Total Price and any other amounts payable under this Agreement, the Allottee may apply for and obtain financial assistance from banks/financial institution after obtaining prior written permission from the Developer. Any such arrangement/agreement shall be entered into by the Allottee at his sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/financial institution, the Developer may issue the permission/NOC/tripartite agreement as may be required by the banks/ financial institution, subject however, that the Developer shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Allottee may obtain from such bank/ financial institution. The Allottee shall, at the time of grant of permission or NOC by the Developer, furnish an undertaking/declaration to the Developer to indemnify the Developer for all costs, expenses, injuries, damages etc. which the Developer may suffer for any breach/default that may be committed by the Allottee to the third party/banks/financial institution. The Allottee hereby agrees that the Developer shall be entitled to terminate this Agreement at the request of the Allottee's banker/financial institution in the event of any breach of the terms and conditions under the Loan Agreement/tripartite agreement committed by the Allottee.

- 15.14 The Allottee shall not put up any name or sign board, neon sign, publicity or advertisement material within or outside the Unit, in the Common Areas and Facilities, the Limited and Common Areas and Facilities within the Project or on the external façade of the Project.
- 15.15 From the Possession Notice Expiry Date or the date of execution of the Sub-Lease Deed, whichever is earlier, and till the time each such Unit in the Project is not separately assessed, the Allottee agrees to pay on demand all Taxes, charges, dues, demands etc. and/or any enhancement thereof whether leviable now or in future, on the Project, as the case may be, in proportion to the Carpet Area of the Unit. Such apportionment of the Taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Developer or the Association, as the case may be, and the same shall be conclusive, final and binding upon the Allottee.

15.16 The Allottee hereby agrees and undertakes to be a member of the Association to be formed of all the unit owners in the Project and to sign and execute the application for registration, other papers and documents, pay necessary membership fees, legal charges etc. necessary for the formation of and registration of such Association. The Allottee shall observe and perform all the rules and regulations of the Association that may be specified in detail under the bye laws of the Association, including but not limited to the following:

- (i) The Allottee shall not make or permit any disturbing noises in the Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other allottees/ occupants. The Allottee shall not use any loudspeaker in the Unit which shall disturb or annoy other Allottee/occupants in the Project;
- (ii) No bird or animal shall be kept or harbored in the Common Areas and Facilities and the Limited Areas and Facilities in the Project. In no event shall dogs and other pets be permitted in any other part of the Project unless they are accompanied by someone. No feeding of the stray dogs, pets shall be done inside the Project considering the safety of the residents of the Project;
- (iii) No television aerial shall be attached to or hung from the exterior of the said Unit;
- (iv) Garbage and refuse from the said Unit shall be deposited in such place only in the Project and at such time and in such manner as the Developer / Association/ Maintenance Agency may direct;
- (v) No vehicle belonging to an Allottee or to a family member, guest, tenant, employee of the Allottee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Project.

The Allottee shall adhere to the rules and regulations mentioned at (i) to (v) herein above and such further rules and regulations as may be made out by the Developer from time to time. The Allottee shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other out-goings as may be demanded or called upon by the Association or Maintenance Agency, as the case may be.



- 15.17 In case of termination of this Agreement, all documents executed/ received by the Allottee in furtherance thereto shall stand terminated for all intents and purposes and the Allottee shall return all documents (in original) to the Developer.
- 15.18 The Total Price is exclusive of the statutory deposits to be made by Developer to Competent Authorities towards electricity, water and other facilities at the Project. The same shall be payable by the Allottee on a pro-rata basis as and when demanded by Developer/Competent Authority. The lease rent as mentioned in Schedule B shall be paid by the Allottee on pro-rata basis once the possession of the Unit is offered to it by the Developer. In case the lease rent gets enhanced under the Applicable Laws including revision of lease rental, whether prospectively or retrospectively, the same shall be payable by the Allottee. Similarly, if there is any reduction/ relaxation in payment thereof and any refund is received on this account by the Developer from the Competent Authorities, the same shall be adjusted in future installment or refunded to the Allottee on pro-rata basis as the case may be.
- 15.19 The Allottee further confirms having sought detailed explanations and clarifications from the Developer and that the Developer has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Developer, the Allottee herein has signed this Agreement and has paid the money(ies) hereunder being fully conscious of his liabilities and obligations.
- 15.20 The Allottee hereby confirms and acknowledges that the specifications mentioned in the advertisement/communications and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as the same. The Allottee has/have not relied on the same for his decision to acquire the Unit in the Project.
- 15.21 The Allottee agrees and undertakes that the Developer 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 Unit by concerned authorities due to non-payment by the Allottee or any other unit/apartment/flat purchaser of their respective proportion of the

taxes/outgoings payable to the concerned authorities on account of default in making such payments.

- 15.22 The Allottee hereby consents that the Developer may and shall always continue to have the right to place/erect hoardings on the Project, of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces as its sole discretion until conveyance to the Association and the Allottee agrees not to dispute or object to the same. The Developer shall not be liable to pay any fees/charges to the Association for placing / putting up the hoardings; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developer and/or by the transferee (if any).
- 15.23 The Allottee alone shall be responsible for the safety and security of household items
- 15.24 The Allottee agrees and understands that the dry and wet garbage shall be separated, and the wet garbage generated in the Project shall be treated separately on the Said Land by the residents/occupants of the Project in the jurisdiction of the concerned Municipal Authority.
- 15.25 The Allottee undertakes not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the Unit, without the prior written permission of the Developer/association/concerned authorities.
- 15.26 As per the rules and regulations laid down by the Uttar Pradesh Power Corporation Limited ("UPPCL")/Pashchimanchal Vidyut Vitram Nigam Limited ("PVVNL"), the concerned electricity departments and government undertakings, a multi-point connection is permissible for any project. However, it shall be the responsibility of the Allottee to apply for the said electricity connection as per the terms and conditions of "UPPCL/PVVNL" (the concerned electricity departments) and pay the required fees/ expenses for the same to the said department. It shall also be the responsibility of the Allottee to pay the said department the charges for the usage of its electricity as per bills raised by the department for the respective connection(s). In case the Developer is required to apply for the electricity connection on behalf of the Allottee, the expenses to be incurred on such connection (s) shall be charged

from the Allottee on an actual/pro-rated basis and it shall be the responsibility of the Allottee to pay the same to the Developer.

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

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

**17. ADDITIONAL CONSTRUCTIONS**

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

As such the total FAR on the Said Land may be allocated by the Developer to the Project at its sole discretion, which may or may not correspond to land area comprised in the said relevant, the Allottee has understood the same and undertakes not to raise any dispute in this regard. The Allottee agrees and understands that if the FAR is increased by the Competent Authority beyond the current applicable FAR, the Developer shall have the exclusive right and ownership on the additional FAR. The Developer shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings on the Said Land as per the approvals granted by the Competent Authorities and as per Applicable Laws. The Allottee further agrees and confirms that any such additional construction shall be the sole property of the Developer, which the Developer shall be entitled to dispose of in any manner it chooses. The Allottees shall give his consent as required under the Applicable Law.

All FAR at any time available in respect of the Said Land or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Project as contemplated by the Developer is completed by the Developer and buildings/Land is conveyed to the Association/apex body/apex bodies in the manner set out herein below.

- 17.2 The unutilized/residual FAR (including future accretions/enhancement due to change in law or otherwise) in respect of the Said Land shall always be available to and shall always be for the benefit of

the Developer and the Developer shall have the right to deal/use the FAR as it may deem fit, without any objection/interference from the Allottee/ Association / apex body / apex bodies. In the event of any additional FAR in respect of the Said Land or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FAR or otherwise, at anytime, hereafter, the Developer alone shall be entitled to the ownership and benefit of all such additional FAR for the purpose of the development and/or additions to the built up area on the Said Land as may be permissible.

- 17.3 The Allottee or the Association shall not alter/demolish/constructor redevelop the towers or the Said Land or any part thereof, until and unless the tower is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law

**18. MORTGAGE OR CHARGE**

The Allottee acknowledges that the Developer may avail construction finance from a scheduled bank/financial institution for the development of the Project and may mortgage the receivables from the Project to the said bank/financial institution along with the Said Land. The said mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take on sub-lease the present Unit and NOC shall be provided as and when required.

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

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

**20. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. If

the Allottee fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, the booking/allotment of the Unit shall be treated as cancelled/ withdrawn by the Allottee and refund of amount shall be dealt in terms of the Application Form signed by the Allottee.

**21. 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, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit, as the case may be.

**22. RIGHT TO AMEND**

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

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

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

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

- 24.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan 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 Developer in the case of one Allottee shall not be construed to be a

precedent and /or binding on the Developer to exercise such discretion in the case of other allottees.

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

**25. SEVERABILITY**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in Project, the same shall be the proportion which the carpet area of the 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 addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**28. PLACE OF EXECUTION, STAMP DUTY AND OTHER CHARGES:**

- 28.1 The execution of this Agreement shall be completed only upon its execution by the Developer through its authorized signatory and after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar office at Greater Noida. Hence this Agreement shall be deemed to have been executed at Greater Noida.
- 28.2 The applicable stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for execution and registration of this Agreement and Sub-Lease Deed in respect of the said Unit and sub-lease of undivided proportionate title in common area in favour of the Association shall be borne and paid by the Allottee as and when demanded by the Developer. The proportionate share of stamp duty and registration fee, as may be applicable, for formation of the Association; and any additional stamp duty and registration charges, in the event the same becoming payable due to change or interpretation of Applicable Laws, notification, order etc. including the stamp duty and registration fee which may be demanded by the Competent Authority due to under valuation of stamp, shall be borne and payable by the Allottee as and when demanded by the Developer.

**29. NOTICES:**

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

It shall be the duty of the Allottee and the Developer 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 Developer or the Allottee, as the case may be.

**30. JOINT ALLOTTEES:**

That in case there are joint allottees all communications shall be sent by the Developer to the Allottee whose name appears first and at the address given by him which shall for all intents and purposes to

consider as properly served on all the allottees and the same shall be a sufficient proof of receipt of default notice, letters, receipts, demand notices and other communication by all the Allottee and the same shall fully and effectively discharge the Developer of its obligation in this regard.

**31. SAVINGS:**

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

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION**

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

**34. INDEMNITY**

The Allottee undertakes to indemnify and keep the Developer, 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 Developer as consequence of breach of any of the terms and condition 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/



personnel 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 Unit due to the Allottee's willful misconduct and/or negligence. In such an event, the Allottee shall keep and hold the Developer fully indemnified for the quantum of loss, penalty caused or borne by the Developer, claims or demands raised on the Developer due to such willful misconduct and/or negligence on the part of the Allottee.

**35. RIGHT TO TRANSFER BY THE DEVELOPER**

The Developer reserves the right to assign/transfer all or any of its rights and obligations in respect of the Project in favour of any group company or associate company or a subsidiary company or a LLP or a special purpose vehicle to be formed / formed for the purpose of the execution of the Project in accordance with Applicable Laws. With effect from such date of assignment, all the letters and correspondence exchanged with the Allottee including the monies paid there under shall automatically stand transferred in the name of such new company/entity without any alterations in the original terms and conditions. The Allottee has no objection to the same and shall continue to perform all his obligations towards such new company/entity in accordance with the terms hereof.

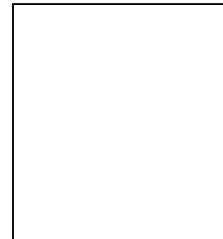
**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sub Lease in the presence of attesting witness, signing as such on the place and date first above written.

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

Allottee:

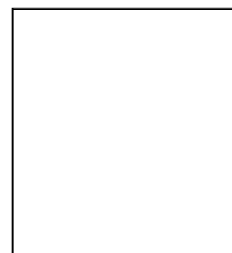
**1.**

Signature \_\_

A large, empty rectangular box intended for the signature of the first Allottee.

**2.**

Signature \_\_

A large, empty rectangular box intended for the signature of the second Allottee.

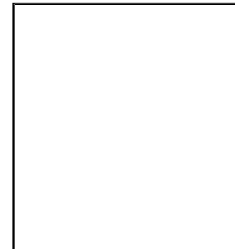
**3.** \_\_\_\_

Signature \_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developer:

Signature (Authorized Signatory) Name



At on in the presence of:

WITNESSES:

1. Signature\_\_\_\_\_

2. Signature

Name\_\_\_\_\_

Name\_

Address\_\_\_\_\_

Address\_\_\_\_\_

**SCHEDULE A**

**LAYOUT/FLOOR PLAN OF THE UNIT**

**SCHEDULE B**  
**DETAILS OF PAYMENT**

<b>S. No.</b>	<b>PARTICULAR</b>	<b>AMOUNT (Rs.)</b>
1.	Sale Price of Unit	
2.	GST	
	<b>TOTAL PRICE</b>	
<b>OTHER CHARGES</b>		
3.	Lease Rent	
4.	Maintenance Security Deposit	

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

1. Stamp duty, registration and incidental charges for execution of the Agreement and conveyance/ sub lease deed etc. which shall be borne and paid by the Allottee( alone as and when demanded by the Developer.
2. The expenses and deposits towards electricity meter/sub-meter/transformer, water and sewerage, increased costs towards transformer/Substation, Electrification and other infrastructure charges, corpus fund, proportionate insurance charges/premium as per this Agreement etc. shall be in addition to the Total Price and borne and paid by the Allottee alone as and when demanded by the Developer.
3. Holding Charges and Transfer Charges shall be as per applicable clauses of this Agreement.
4. Recurring periodic club subscription and usage charges for using the facility of club.
5. Any other statutory/legal charges or expenses as may be more particularly specified in this Agreement and applicable to the Apartment as levied by the Developer/Government/authorities from time to time.
6. Advance Maintenance Charges for \_\_\_\_ year for maintenance of common areas as determined by the Developer and notified at the time of offer of possession.
7. Applicable taxes on Other Charges.

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

**SCHEDULE D**  
**SPECIFICATIONS OF UNIT**



