

AGREEMENT FOR SUB-LEASE

This Agreement for Sub-Lease (hereinafter referred to as “**Agreement**”) executed on this __ day of _____ 2025.

By and Between

M/s NORTHWIND ESTATES PRIVATE LIMITED (CIN No...../ PAN), a Company incorporated under the provisions of the Companies Act, 1956 having its registered office atand site office at, represented by its Directors, hereinafter referred to as the “**Developer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

AND

Mr.-----

R/o-----

[If the Allottee(s) is a Company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “**Allottee(s)**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee(s) is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____, hereinafter referred to as the “**Allottee(s)**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee(s) is an Individual]

_____ (PAN NO. _____, Aadhar No. _____, S/oW/o, _____, R/o _____, hereinafter called the “**Allottee(s)**” (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 assignees).

[OR]

[If the Allottee(s) is a HUF]

Mr. _____, (Aadhar No. _____) W/o _____ aged about ____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of residence at _____, (PAN _____), hereinafter referred to as the “**Allottee(s)**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

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

IN RESPECT OF

Residential Flat/Apartment/Commercial Space/Unit **bearing No.** _____ having approx. _____ Sq.Mtr. (____ Sq.ft.) of Carpet Area (____ Sq.Ft) of Super Area approx.. _____ Sq.Mtrs (____ Sq.Ft) of built up area and approx. _____ sq.mtrs (____ sq.ft.) of balcony area /terrace area _____ on _____ floor in Tower/Block/ Building No. _____ with one parking (hereinafter referred to as the “**Apartment**”) consisting in the Phase-I of the Project named “**NORTHWIND SANCTUARY Plot No. 7, Sector- PI, Gr. Noida**” to be constructed / under construction by the Developer on the Group Housing Plot No. 07, Sector-PI, Sector-PI, Greater Noida West, UP-201308, admeasuring area 18,141.70 Sq.Mtr. being developed as under;-

Phase-1 of the Project comprising of

SL.NO.	TOWER NO./NAME	RERA REGN NO.
1.	Tower - A	
2.	Tower - B	
3.	Tower - C	

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires;-

- a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)
- b) "Agreement" means this Agreement for Sub-Lease including its schedules, exhibits, annexures, recitals and terms and conditions for the allotment/conveyance/sub-lease of the Apartment in the Project and any amendments from time to time as may be mutually agreed and executed by and between the Parties hereto, in writing.
- c) "Apartment" means the residential flat/commercial space/unit allotted to the Allottee(s), details of which have been set out in **Schedule-A**.
- d) "Apartment Act" means The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and rules made there under and any amendment thereafter.
- e) "Authority" means Uttar Pradesh Real Estate Regulatory Authority and any other concerned Government, semi-Government autonomous bodies under State Government including but not restricted to GNIDA.
- f) "Association" means the association of Apartment/Flat owners of the Total Project formed by the Developer under relevant provisions of the Apartment Act.
- g) "Booking Amount" means an amount equivalent to 10% (Ten Per Cent) of the Total price payable by the Allottee(s) for the Apartment.
- h) "Building" shall have the meaning as ascribed to it in Recital hereof.
- i) "Built-up Area" means the total polyline (P. Line) area measured on the outer line of the unit including balconies and/or terrace with or without roof. The outer walls which are shared with another unit shall be computed at 50% and remaining outer walls are computed at 100%.
- j) "Common Area" means as ascribed to its Recital hereof
- k) "Carpet Area" means as ascribed to it in the Act and/or Rules framed thereunder.
- l) "Force Majeure" shall have the meaning as ascribed hereof under various clauses.
- m) "Government" means the Government of Uttar Pradesh.
- n) "Interest" MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India as applicable on the date of Registration of the respective Project with UPRERA plus (1%).
- o) "Limited Common Areas Facilities" means as same as defined in the Apartment Act.
- p) "Maintenance Agencies" shall have the meaning as ascribed to Para 11 and other related clauses hereof.
- q) "Maintenance Agreement" means the agreement to be executed between the Maintenance Agency and/or Developer and the Allottee(s)/Association/Association of Total Project for maintenance of the Common Areas and facilities in the Project/Total Project/Phases therein by the Maintenance Agency as per format prescribed by the Developer/Maintenance Agency.
- r) "Maintenance Charges" shall mean the charges payable by Allottee(s) as per Super Area basis to the Maintenance Agency (in accordance with the demand raised by the Maintenance Agency) for the maintenance and upkeep of the Common Areas and facilities, but does not include;-
 - i) The charges for actual consumption of utilities in the said Apartment including but not limited to electricity, water, gas, telephone etc., which shall be charged on the basis of actual consumption on monthly basis or such other periods as may be specified by the Maintenance Agency; and
 - ii) Any statutory payments, taxes etc. with regard to the said Apartment/said Building/said Project.
- s) "Para" means a Para/Clause of this Agreement
- t) "Party" unless repugnant to the context, means a signatory to this Agreement and "Parties" unless repugnant to the context, means a collective reference to all the Signatories to this agreement.

- u) "Person" includes any individual, sole proprietorship, partnership firm, unincorporated association, unincorporated syndicate, unincorporated organization, trust, HUF, body corporate, company (private/public limited/listed/unlisted), society and natural person(s) in his capacity as trustee, executor, administrator or other legal representative.
- v) "Payment Plan" as described in **Schedule –C**.
- w) "Project" means the group of the Buildings/Towers out of the Total Project and other areas, amenities & facilities as more clearly detailed and depicted hereunder including in **Schedule-E**.
- x) "Rules & Regulations" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- y) "Reserved Car parking space" means Car parking space(s) reserved for the Allottee(s) for car parking as set out.
- z) "Total Project Land" means the land as defined hereunder.
- aa) "Section" means a section of the Act.
- bb) "Super Area " shall mean
 - i) The entire area of the said Apartment enclosed by its periphery walls, including half of the area under common walls between two flats and full area of walls in other case, are under columns, cupboards, window projections and balconies; and
 - ii) Proportionate share of service areas to be utilized for common use of facilities, including but not limited to lobbies, staircase, circulating areas, lifts, shafts, passage, corridors, stilts, lift machine room, areas for water supply, arrangement, maintenance, office, security/fire control rooms etc.
The above definition of Super Area is only for commercial reasons and the same would not be questioned in future by the Allottee(s). The sale price and Maintenance Charges are payable on the basis of Area. It is specifically made clear that the computation of Super Built Up Area of the Said Apartment does not include the following;
 - i) Site for Shops
 - ii) Sites/Buildings/Area of Community facilities/Amenities like Club/Community Centers, Schools, Creche, Health Centers, Milk Booths, Police Posts, Electric Sub-stations etc.
 - iii) Roof/top terrace above apartments excluding exclusive terraces allotted to apartments/Penthouses.
 - iv) Covered/Open Car Parking Area within/around Buildings for Allottee(s)/visitors of the Said Project/Total Project.
- cc) "State" means the State of Uttar Pradesh.
- dd) "Total Price" shall have the meaning as ascribed in Para **1.2**.

WHEREAS:

- A. A Leasehold of Plot No. 07, Sector-PI, Greater Noida, Distt. Gautam Budh Nagar (UP) admeasuring area 18,141.70 sq.mtrs has been allotted to the Developer by Greater Noida Industrial Development Authority (GNIDA) and a lease deed dated has been executed in favour of the Developer by GNIDA and the same has been registered vide S.No., Bahi No., Jild No., Pages todatedwith the office of Sub-Registrar Sadar Greater Noida;
- B. The Total Project Land has been demised by Greater NOIDA Industrial Development Authority (GNIDA) on leasehold basis in favour of the Land Owner, for a period of 90 (ninety) years commencing from for the purpose of construction/development of group housing project. The allotted Total Project Land is earmarked for the purpose of development of a Group Housing Project, comprising of Multi-Storied Apartments/Towers/Buildings, having residential and commercial Apartment/Spaces.
- C. The Said Land is earmarked for the purpose of building a residential project, comprising multistoried apartment buildings known as "**NORTHWIND SANCTUARY Plot No. 7, Sector- PI, Gr. Noida**" ("Project");
- D. The Developer is fully competent to enter into this Agreement, and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Land on which Project is to be constructed have been completed and verified independently by the Allottee(s) ;

- E. The Developer has obtained all the necessary clearance including in respect of fire and life safety requirement from fire services, the environment clearance from the Director of State Environmental Department, the height clearance from Airport Authority of India and also the NOC from UP Pollution Control Board Further, the Greater Noida Industrial Development Authority (GNIDA) has granted the permission and approvals to the said Developer to carry out the construction on the aforesaid allotted Land. The Developer has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the apartment 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 and other laws as applicable;
- F. The Project on the said land is being developed in phase manner and accordingly the Towers in the Project under construction are registered with UP RERA.
- G. The Allottee(s) of the flat / apartment / commercial space unit herein, after having demanded , seen and examine all the necessary documents and deed including lease deed letter of possession of the total project land , approved sanction plan, has fully acquainted and satisfied themselves with the title of land owner and the Developer's right and authority of marketing the Apartments built on the said Project land, tentative building plans, and other relevant documents and as to their law full right construct the said residential / group housing complex and permissible commercial space etc. thereon ; and Further to sell the flat / apartment /units to be constructed the said on total project land, and having fully understood all the limitation and obligation of the developer. The developer has agreed to allot /sell the same to the buyer / Allottee(s) on the terms mutually agreed and as recorded herein after.
- H. The Allottee(s) hereby confirms that they have understood the total project shall be developer in separate phases, in such manner that the project / tower in which the apartment is located, along with the common areas, amenities club and other services for such project / tower will be developed/ handed over along with common areas communities and facilities proposed to be developed.
- I. The development of the total project shall be carried out as described and depicted in layout plan and sanction approved by the Greater Noida Industrial Development Authority.
- J. That the parties have gone through all the terms and conditions set out in the Agreement and understood the mutual rights and obligations detailed herein; that 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; that 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; that in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Developer hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Apartment/Unit.
- K. 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 sell and the Allottee(s) hereby agrees to purchase the Apartment, the particulars of which have been set-out herein.

Residential Flat/Apartment/Commercial Space/Unit bearing No._____ having approx. _____ Sq.Mtr. (_____ Sq.ft.) of Carpet Area (_____ Sq.Ft) on _____ Floor in Tower/Block/ Building No._____ with one parking (hearinafter referred to as the "Apartment") and more particularly described in Schedule-A and the Floor Plan of the

Apartment is annexed hereto and marked as Schedule-B, situated in the residential complex falling within Phase-I of the Project named “NORTHWIND SANCTUARY Plot No. 7, Sector- PI, Gr. Noida”.

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

TERMS

1.1 Description of Apartment

- 1.1.1 Subject to the terms and conditions as detailed in this Agreement, the Land Owner/Developer agrees to convey/transfer/sub-lease to the Allottee(s), and the Allottee(s) hereby agrees to take the said Apartment as specified in Para-K from the Developer as per terms contained hereunder. A brief description of the Apartment is attached as **Schedule A** and floor plan as per **Schedule B**.
- 1.1.2 Both the Parties confirm that they have read and understood the provisions of Section-14 of the Act.
- 1.2 The Developer has allotted the Apartment as above at the Total Price (“Total Price”) based on the Carpet Area, as per details below, and payable as per the agreed payment plan

The Total Price for the Apartment/Unit/Commercial Space Excluding GST based on the Carpet Area is Rs. _____ (Rupees _____) (“Total Price”).

Block/Building/Tower			
Apartment/Unit No.			
Type			
Floor			
Carpet Area			
Balcony Area			
Terrace Area			
Built UP Area			
Super Area			
Basic Cost @ Rs. _____ per Sq.Ft. of Carpet Area			
Parking			
Club Membership			
IFMS			
Lease Rent			
PLC if any			
Power Back-up ---- KVA			
Total Cost without GST			
* Other than the above, Electric Meter Connection Charges/Electrification/Electrical Infra Development Charges, Water & Sewerage Charge, IGL Connection Charges, Additional Compensation (Farmer), Possession Charges, Stamp Duty, Registration Charges or any another Government levies shall be paid by the Allottee(s) on demand.			
* The GST shall be calculated on prevailing rates which may increase or decrease as per government policy.			

		Explanations:
(i)		The Total Price above includes the booking amount (defined below) paid by the Allottee(s)/buyer to the Developer towards the Apartment/Unit;
(ii)		<p>The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of GST and other taxes which may be levied, in connection with the development of the Project and payable by the Developer by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee(s), after obtaining the occupancy certificate/part occupancy certificate, as may be applicable, for the building;</p> <p>Provided further that if there is any increase in the taxes, charges, fees, levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, for period post the scheduled date of completion, the same shall not be charges from the Allottee(s) save and except in case of delay in completion due to Force Majeure conditions. In case there is any change/modification in the taxes, the subsequent amount payable by the Allottee(s) to the Developer shall be increased/reduced based on such change/modification;</p>
(iii)		<p>The Developer shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment as per the payment plan.</p> <p>In addition, the Developer shall provide to the Allottee(s) 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;</p>
(iv)		The Total Price of Apartment includes recovery price of land, construction of not only the Apartment but also the Common Area, internal development charges, taxes, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the Common Areas.
1.3	(i)	The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and any additional amounts payable by the Allottee(s) in term of this agreement.
	(ii)	The Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes/security deposits/levies etc. imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s) and the demand made by the developer on the Allottee(s) on proportionate basis with regard to development charges, cost, charges, taxes, fees, levies etc. shall be final and binding on the Allottee(s);
	(iii)	Provided that if there is any new imposition or increase of any development fee after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, for the period post the schedule date of completion, the same shall not be charged from the Allottee(s) save and except in case of delay in completion due to Force Majeure conditions;
	(iv)	The Allottee(s) agrees that in case after the date of offer of possession of the said Apartment has been made by the Developer to the Allottee(s), any and all levies, charges, taxes, fees, duties house tax, water tax, sewerage tax, electricity charges, municipal tax, wealth tax, service tax or any other taxes or charges, of any nature whatsoever. in respect of the

		Apartment, demanded by the competent authority, whether with retrospective effect or prospective effect, shall be paid by the Allottee(s) on demand to the authority, without any recourse to / liability on the Developer, as the same is not included in the Total Price as per Para 1.2 (iv) above. However, in the event if the Developer is required to make payment of such levies, charges, taxes, fees, house / property tax, duties etc., to the competent authorities, then the Allottee(s) shall be liable to reimburse the same on proportionate basis (along with Interest) as per demand raised by the Developer.
	(v)	The Allottee(s) agrees that if the development charges, taxes, cost, charges, fees, levies, etc. or any increase thereof is not paid by the Allottee(s), then the non- payment of such cost, charges, fees, levies etc., shall be treated as unpaid consideration as per this Agreement and the Developer shall be entitled to receive / recover the same with interest, penalty and / or to cancel the allotment and terminate this Agreement.
	(vi)	It is also clearly understood by the Allottee(s) that if the appropriate government / competent authority imposes, or raises any demand for, any development charge, tax, cost, charge, fee, levies, etc. after the execution of sub-lease deed in favour of the Allottee(s) then notwithstanding anything contrary contained herein and the assertions made in the sub-lease deed, then the Allottee(s) shall be liable to pay the same on proportionate basis, and any unpaid development charge, tax, cost, charge, fee, levy, etc. shall be deemed to be the unpaid sale price of the Apartment and the Developer shall have the first charge / lien on the said Apartment for recovery of such charges.
	(vii)	The Allottee(s) has understood and agreed to pay any amount demanded / charged by the Developer on account of any compensation charged / demanded by GREATER NOIDA Authority or any other land acquiring / allotment authority on account of any compensation paid / payable by such authority, by whatever name called. to farmers / erstwhile land owners whether before possession or after possession execution of sub-lease deed and / or on account of increase in land premium. The amount so demanded /charged by the Developer from the Allottee(s) shall be deemed to be the unpaid sale price of the Apartment and the Developer shall have the first charge / lien on the said Apartment for recovery of such charges.
	(viii)	The Allottee(s) also agrees that if any provision of the existing and future laws, guidelines directions etc. of any government authority or competent authorities, court, tribunal etc. made applicable to the said apartment/total project/project, requires provision of new/additional facilities/equipment/devices or their up-gradation or modification etc. (including but not limited to providing additional fire safety measures or electrical installation etc.) and/or increase in any type of securities to be paid by the developer/Allottee(s) to the competent authorities, increase in deposits and charges and increase therefor for supply of electrical energy and any other additional charges which may be levied or imposed by any competent authority, court, tribunal etc. from time to time, then the cost of such additional devices, equipment, facilities or up-gradation, security, deposit, charges etc. shall also be borne and paid by the Allottee(s) on proportionate basis, as and when demanded by the Developer.
	(ix)	The Allottee(s) also agrees that the Developer may modify, delete, improve any specification and/or facilities as mentioned in this Agreement due to technical reasons or in terms of prevailing law or for any other reasons beyond the control of the Developer, provided the Developer will provide specifications and/or facilities of equivalent standard/quality. The Allottee(s) agrees that in case the specifications and/or facilities provided by the Developer is of superior quality/standard, then the Allottee(s) undertakes to make payment in respect of the same on proportionate basis, as and when demanded by the Developer.

1.4		The Allottee(s) shall make the payment as per the payment plan set out in Schedule-C ("Payment Plan") .
1.5		<p>It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans and layout plans and specifications and the nature of fixtures, fittings and amenities described herein in respect of the unit without the previous written consent of the Allottee(s) as per the provisions of the Act or as per approvals/instructions/guidelines of the competent authorities.</p> <p>Provided that the Developer may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act or as per approvals/instructions/guidelines of the competent authorities.</p>
1.6	(i)	The Developer shall confirm to the Allottee(s), the final carpet area that has been allotted to the Allottee(s) after the construction of the Building is complete and the completion/occupancy/part occupancy certificate (as applicable) for the building/tower/Project is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area of the Apartment shall be recalculated upon confirmation by the Developer.
	(ii)	If there is any reduction in the carpet area of the Apartment, then the Developer shall first adjust the same from the balance payment payable by Allottee(s), thereafter, extra/surplus money still available, if any, will be refunded to the Allottee(s) within forty five days with annual interest at the rate equal to prevailing norms, unless provided otherwise under the rules (" Interest ") from the date when such excess amount was paid by the Allottee(s).
	(iii)	However, where the increase in the carpet area of the Apartment is more than 3% (three per cent) of the carpet area of the Apartment allotted to the Allottee(s), the Developer can demand such amount from the Allottee(s) as per the next milestone of payment plan (Schedule-C). In such case, the Allottee(s) may choose to either pay towards such increase or may opt out and request for cancellation of the allotment. Where the Allottee(s) requests for cancellation of the allotment of the Apartment under this para/clause, the Allottee(s) shall be entitled to the refund of entire monies paid by the Allottee(s) to the Developer without forfeiture of the Booking Amount, however, after; (a) deducting the amount of taxes (or brokerage fee/commission) paid by the Allottee(s) towards the Apartment and (b) execution and registration of deed of cancellation recording the cancellation of the Allotment.
	(iv)	All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in Para 1.2 of the Agreement. The Allottee(s) agrees and confirms that the Developer shall refund the balance amount payable by it under this para only upon the re-allotment of the said Apartment and on receipt of the payment from the new Allottee(s). The Developer shall inform the previous Allottee(s), the date of re-allotment of the said Apartment.
1.7		Subject to Para 1.3, the Developer agrees and acknowledge that the Allottee(s) shall, upon execution of the Sub-Lease Deed, have the right to the Apartment as mentioned below;
	(i)	The Allottee(s) shall have exclusive ownership of Unit;
	(ii)	The Allottee(s) shall also have undivided proportionate share in the Common Areas (of the Project/Phase within which the Apartment is stated). Since the share/interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable and further compliance of applicable rules and regulations and upon terms and conditions mentioned in the maintenance agreement and as prescribed by the Developer or Association of Owners of the Building/Tower or Association of Owners of the Total Project (AOA). It is clarified that the Developer shall convey undivided proportionate title in the common areas to the Association of Allottee(s)

		as provided in the Act;
	(iii)	<p>That the computation of the price of the Apartment/unit includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, lift, plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas of the Project and includes cost for providing/developing/constructing all other facilities, amenities and specifications to be provided within the Apartment, as more clearly detailed in Schedule-D attached hereto.</p> <p>The Total Price does not include the cost of providing electric wiring, electrical infrastructure development charges, electrical connectivity to the Apartment and the same shall be payable by the Allottee(s) as payable/demanded by State Electricity Board/PVNL/UPPCL/ Competent Authority/Developer at the time of offer of possession of the Apartment.</p> <p>Similarly, the cost of maintenance charges can be fairly decided at the time of offer of possession of the Apartment and therefore not included in the Total Price.</p> <p>Further, the Total Price does not include the cost/charges in respect of GAS connection and supply, water and sewerage connection charges and Broadband charges as the same would have to be paid to the respective service provider/competent authority as per their demand at the relevant time and therefore, not capable of fixation as on date and to be included in the Total Price.</p>
1.8		<p>The Allottee(s) has the right to visit the project site once in 3 (three) months to assess the extent of development of the Project and his Apartment subject to the following;</p> <p>The Allottee(s) shall seek prior written appointment from the Developer regarding the site visit and shall comply with the necessary rules/procedure laid for such visits;</p> <p>The Developer/Construction Contractor/Site In-charge shall not be responsible or liable for any loss, damage, injury, accidental death etc. suffered by the Allottee(s)/its authorized representative, during such site visits unless the same is caused due to gross negligence and willful misconduct of the Developer/Construction Contractor/Site In-charge.</p>
1.9		<p>It is made clear by the Developer and the Allottee(s) agrees that the Apartment along with reserved car parking space(s), whether covered or otherwise, shall be treated as a single indivisible unit for all purpose.</p> <p>It is agreed that each Block/Tower is an independent, self-contained real estate project falling within the Total Project Land and is not a part of the other/adjoining project or zone. The common facilities and amenities and essential services of the Project may be interlinked/combined/interconnected with each other for the benefit of the Allottee(s). It is clarified that total project's facilities and amenities, other than declared as independent areas or limited common areas and facilities in deed of declaration to be filed by the Developer under the Apartment Act, shall be available only for use and enjoyment of the Allottee(s) of the Project.</p> <p>It is also made clear that the rights and interest of the Allottee(s) (as stated under this Agreement) shall be limited to the Project/Phase (where the Apartment is situated) and nothing contained under this Agreement or otherwise shall be deemed to grant to the Allottee(s) any rights or interests in the common areas and facilities of the other projects within the Total Project.</p>

		<p>The Allottee(s) specifically and expressly agree that, the Total Project is being developed in Two Phases i.e. Seven (6) Towers and its common areas etc. in Phase-I and the Phase-II on the basis of purchasable FAR to be purchased in future and all the Allottee(s) of both the phases shall have a right to access the common facilities of the Total Projects being developed in both the Phases (as may be specified by the Developer/Maintenance Agency from time to time).</p> <p>However, the Developer/Maintenance Agency shall have a right to restrict or moderate the access by the Allottee(s) of the Total Project being developed in Two Phases i.e. existing 6 Towers etc. in Phase-I and the proposed Phase-II, to the common areas, facilities and amenities.</p>
1.10		<p>The Developer agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings including land cost, ground rent, municipal or other local taxes, including mortgage loan taken by the Developer, if any, and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project. If the Developer fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.</p>
1.11		<p>The Allottee(s) has paid a sum of Rs. _____ (Rupees _____ only) (subject to realization) towards booking amount ("Booking Amount") being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Developer hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (Schedule-C) as may be demanded by the Developer within the time and in the manner specified therein;</p> <p>Provided that if the Allottee(s) delays in payment towards any amount which is payable by him/her/them under this Agreement, he/she/they shall be liable to pay interest at the rate equal to MCLR+1% p.a. or as per the norms of UPRERA.</p>
1.12		Exclusions from the scope of this Agreement
	(i)	<p>It is clarified that the Allottee(s) shall not have any ownership right on (a) the areas declared as independent areas or limited common areas and facilities as declared by the Developer in the Deed of Declaration filed with the competent authority under Apartment Act, (b) areas falling in the phases other than the Project/Phase where the Apartment is situated. The right to use such independent areas and limited common areas and facilities within the project shall be limited to the Allottee(s) who have been specifically authorized to use such independent areas/limited common areas and facilities. The Developer shall be entitled to regulate the usage of the independent areas/limited common areas and facilities/areas of other phases and dispose of the same as it may deem fit.</p>
	(ii)	<p>The Allottee(s) agrees and understands that certain portions of the said Total Project Land are earmarked for the provision of construction of Shops, commercial premises/buildings, stores, worship place or other independent areas etc. which is, or may be, approved in the layout plan of the project by the Govt. authority(ies)</p>
	(iii)	<p>The Allottee(s) acknowledges and agrees that the Allottee(s) has not paid any amount towards facilities, amenities, areas etc. and as such they shall not have any ownership right or title or interest of any kind in any such shops, commercial premises/buildings, stores and for that matter any area specifically earmarked as independent areas in the deed of declaration to be filed by the developer under the Apartment Act etc., constructed or developed on the said Total Project Land. The ownership of such facilities, amenities, areas</p>

		etc. shall be with the Developer, and the Developer shall be free to deal with and dispose of the same on such terms and conditions, as it may deem fit, including their usage and manner/method of use, disposal etc. creation of rights, in favour of any third party/person by way of sale, transfer, sub-lease, joint venture, collaboration or any other mode including transfer to government, semi-government or any other person.
	(iv)	The Allottee(s) further acknowledge and agrees that he/she shall not have any right to interfere in/ obstruct / hamper (i) the operation and management of, shops, commercial premises/buildings, school, worship place, stores, etc. as well as of independent areas in the Total Project, and/or (ii) in creation of rights by Developer in favour of any third party/person by way of booking, allotment, sale, transfer, lease, collaboration, joint venture etc. in respect of above or any other mode including transfer to Government, any other authority, body, any person, entity, institutions, trusts or any local bodies, which the Developer may deem fit proper.
	(v)	The Allottee(s) shall have no right to object to the location of the areas, facilities, and amenities mentioned in para/clauses above as may be decided by the Developer and approved by the competent authority and shall not have any right, title or interest in any form or manner in the land earmarked for the same. Further, the Allottee(s) agrees not to have any claim or right in any commercial premises or interfere in the matter of booking, allotment and sale of shops, commercial premises/spaces/units/convenient shopping centers or on the operation and management of shops/convenient shopping center, commercial premises/spaces/buildings etc.
	(vi)	It is made clear by the Developer and agreed by the Allottee(s), that the Developer is responsible only to undertake the developments within the boundaries/periphery of the Project and shall not be liable for any developments/progress outside the boundaries of the Total Project. It is also clarified that all land(s) earmarked by the Developer in the lay out plan as public roads, public streets (falling outside the periphery/boundary of the Total Project) are for use by general public and are clearly outside the scope of this Agreement, and the Allottee(s) shall have no right of any nature whatsoever in such lands.
1.13		The Allottee(s) acknowledges and confirms that the Developer has / have readily provided requisite information and documents to the Allottee(s) for clarifying that the Total Project / Project consists of construction of various buildings/towers, and that several community and commercial facilities and amenities shall also be developed as part of Total Project / Project. The facilities and amenities, which would be developed with the construction of subsequent buildings/towers will be available for use to the Allottee(s) (along with other Allottee(s) occupants of the Total Project) only after completion of the respective Building/towers/Project. The use of Common Areas and other facilities and amenities in the Project shall be subject to the terms and conditions of this Agreement and other policies, guidelines, rule and regulation etc., framed by the Developer/Maintenance Agency/AOA of Total Project, from time to time, in this regard, and payment of Maintenance Charges, fees, etc.).
1.14		The Allottee(s) hereby further agrees that non-completion or non-operation of clubhouse, or any facility in the clubhouse or any other facilities to be developed in the Total Project shall not be a ground for not taking possession of the said Apartment or withholding any payment. The Allottee(s) further acknowledges and agrees that common areas, facilities, amenities in such Project will be developed by the Developer, at its discretion, as per applicable and permissions and approvals laws.
1.15	(i)	The Allottee(s) shall have right of usage in respect of Reserved Car Parking Space(s). The location of the Reserved Car Parking Space(s) shall be identified and allocated by the Developer at the time of handover of possession of Apartment to the Allottee(s), subject to statutory rules and regulations.
	(ii)	The Reserved Car Parking Space(s) forming a part of the Apartment is bundled with and deemed to be part and parcel of the said Apartment and the same shall not be independent

		or detached from the said Apartment. The Allottee(s) undertakes not to sell/ transfer / deal with or part with possession of the reserved parking space independent of the said Apartment and further undertakes that he shall not modify or make any changes or cover the Reserved Car Parking Space(s) or divert the usage of the said Reserved Car Parking Space(s) in any manner whatsoever at any point of time. The Allottee(s) undertakes to park his vehicle in the Reserved Car Parking Space(s) and not anywhere else in the Total Project/Project. The Allottee(s) agrees and confirms that in the event of cancellation or resumption of the said Apartment under any of the provisions of this Agreement, the Reserved Car Parking Space(s) along with additionally allotted parking space(s), if any, to him shall automatically be cancelled or resumed as the case may be. No separate proceedings for cancellation or resumption of Reserved Car Parking Space(s) shall be initiated or followed by the Developer independently in respect of the said Apartment in any manner whatsoever.
	(iii)	The Allottee(s) understands and acknowledges that the service areas in the basement of the said Building, the Project and/or anywhere else in the Total Project which are reserved/earmarked by the Developer for services, use by maintenance staff earmarked by the Developer to house services including but not limited to electric sub-station, transformer, DG set rooms, STP, waste segregation plant / space, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc., shall not be used by the Allottee(s) for parking or any other purpose, of any nature whatsoever. All clauses pertaining to allotment, use, possession, forfeiture, cancellation etc., of the said Apartment shall apply mutatis mutandis to the Reserved Car Parking Space(s). The liability to pay for the Maintenance Charges as may be levied from time to time by the Maintenance Agency/Developer on such Reserved Car Parking Space(s) shall be the responsibility of and payable by the Allottee(s). Any violation of this condition shall be a breach of this Agreement by the Allottee(s).
	(iv)	Allottee(s) may apply for additional parking space(s) in addition to the Reserved Parking Space(s) and the same may be provided by the Developer, subject to the availability of additional parking space(s), on the prevailing rates and the Allottee(s) undertakes to pay charges for such additional parking space(s) as per demand raised by the Developer. It is clarified that any such additional parking space (s) also shall not be independent or detached from the said Apartment, as clarified hereinabove.
	(v)	The Allottee(s) agrees that in case of any additional/unsold/unallotted parking space available with the Developer as per the approved plan in the Project complex; it shall be in the sole and exclusive discretion of the Developer to deal with the same in any manner, including by way of allotment to any other Allottee(s) by way of sale etc. and the Association of Allottee(s) shall not have any right in respect of such space nor shall raise any objection to this right of the Developer.
	(vi)	The Allottee(s) shall use only light vehicles, below the height of the basement entry, for carrying any household goods etc. including for shifting purposes and shall make use of the lifts provided for the purpose from the basement area only:
	(vii)	It is further clearly understood by the Allottee(s) that the Allottee(s) shall have no right to use the car parking space other than the car parking allotted to him. No car / vehicle parking is allowed inside the Project complex except by those Allottee(s), who have been allotted the car parking space with the Apartment.
	(viii)	The Developer has explained and the Allottee(s) has agreed that the specific area for the agreed car parking shall be decided at the time of giving of possession of the Apartment to the Allottee(s) including by the way of mechanical parking and further that the Developer shall have the sole right to decide the same in its exclusive discretion including the mode of allotment.
	(ix)	It is further agreed that in case of a Allottee(s) has been allocated additional parking space at additional cost, such car parking space may be allotted in the discretion of the Developer on back-to-back basis/mechanical parking and not by way of separate parking space for each

		car.
	(x)	That it is agreed and acknowledged by the Allottee(s) that to meet the requirement of additional car parking space in the event of additional construction / expansion undertaken in terms of the permission granted by GREATER NOIDA Authority, for additional FAR; the Developer may in its discretion, convert the existing car parking space in a manner to create additional space for car parking by and including and not limited to the use of mechanical parking technology; without however, disturbing the right of the buyer of the Apartment as to the allotted parking granted herein, to the Allottee(s) herein.
	(xi)	The Developer may, in compliance with applicable law and subject to available sanctioned load and overall technical feasibility, provide electrical charging facility point(s) at the Reserved Car Parking Space(s) allotted to the Allottee(s). It is clarified that the Developer shall not be obligated to provide such facility to the Allottee(s), and such provision shall be made by the Developer on a best effort basis. It is further clarified that in case such facility is provided, the same shall be at the cost and expenses of the Allottee(s) (including installation and maintenance charges for wiring, connection meter etc.). Further, the Allottee(s) shall be liable to make payment of electricity consumption charges to the Developer/Maintenance Agency/competent authority as per applicable law. If desired by the Developer, the Allottee(s) shall execute necessary agreement (car parking agreement etc.) in respect of the same.
1.16		The Allottee(s) agrees and confirms that in the event of allotment of the said Apartment is cancelled, for any reason whatsoever, then the Developer shall be entitled to re-book, allot, sell, lease, sub-lease, transfer, deal with and/or dispose of the said Apartment, without any interference or objection from the Allottee(s) or anyone claiming under him, irrespective of the fact that whether the Allottee(s) has executed a cancellation deed and / or other cancellation documents or not; and the Allottee(s) undertakes to provide requisite assistance and co-operation including signing of all document, agreements, etc., as may be required by the Developer in this regard.
1.17		<p>As a member of the club, the Allottee(s) shall be liable to pay the membership fee, annual fees/monthly/periodical charges as well as usage charges of the club facilities in accordance with the usages and services availed by the Allottee(s) in the club and the Allottee(s) shall be required to sign and execute necessary documents for the membership of the club which shall contain the detailed terms and conditions applicable to the members of the club and the Allottee(s) shall be bound by the same. The Allottee(s) understands and confirms that the Allottee(s) shall be entitled to use the club facility only if the Allottee(s) pays the annual monthly/periodical club charges as may be applicable from time to time.</p> <p>The proposed social club in the Total Project shall be managed by the Developer or its nominee(s). The Allottee(s) shall have no right to interfere, in any manner, in the management/ functioning of the club. The Developer for smooth operation and management of the club and to provide amenities to the Allottee(s) in the nature of restaurant/banquet / salon etc., may give on license/lease basis to a third party, for the purpose such space as convenient, in the sole discretion of the Developer. In all eventualities, the ownership of the club, its equipment, buildings, furniture and fixtures etc. and the title/rights/interest in the land underneath, shall always be that of the Developer till the time the conveyance deed is executed in favour of Association of Allottee(s) (AOA), irrespective of the fact whether its management is with the Developer and or its nominee(s) or a third party appointed for the Purpose</p>
1.18		PIPED GAS SUPPLY/WATER SUPPLY/ELECTRICITY/BROADBAND CONNECTIVITY
	(i)	Each flat shall be provided with piped gas supply, through an especially set-up network of pipes through IGL or any other agency / authority subject to its technical feasibility. The cost of setting up such network shall be borne by each of the flat owners / Allottee(s) on pro-rata basis, as and when demanded by the Developer. The Allottee(s) shall also have to pay for

		such connection as well as consumption charges for availing the said facility, as may be decided later on, by the Developer.
	(ii)	The Allottee(s) shall obtain electricity supply connection from the concerned authority at its own cost and expense. The Developer/ maintenance agency (as the case may be) may facilitate the installation of the connection or meters by the concerned authority and may develop the infrastructure so required within the building / tower where the Apartment is located. The cost for development/maintenance of such infrastructure shall be borne by the Allottee(s), and the Allottee(s) shall make payments as per the demand raised by the Developer and/or maintenance agency and/or the concerned authority. In case of any change in the electrical connection structuring (change from multi-point to single point or vice-versa) as per the policy of the concerned authority, the additional cost or expenses of such change shall be borne exclusively by the Allottee(s).
	(iii)	The Developer / maintenance agency shall install separate meter(s) for recording the consumption of electricity attributable to the Allottee(s) for common areas of the Project, power back-up and maintenance charges. The Developer / maintenance agency shall charge, in proportionate basis, such electricity consumption of the Allottee(s) (for common areas including but not limited to lift(s), club, tower lobby(ies), common facilities etc. and power back-up consumed by the Allottee(s)) and maintenance charges through prepaid system as per applicable law and policy of the concerned authority. The charges shall be fixed for electricity, club charges and power back-up, city level maintenance charges or any other charges decided by the Developer/maintenance agency will be deducted through prepaid meter system.
	(iv)	The Allottee(s) agrees that it shall compensate and pay to the Developer such additional expenses/costs as may be incurred by the Developer in making arrangements for supply of piped gas, supply of water and sewerage connection / electricity connection in addition to the connection charges, and the amount so advised by the Developer shall be final and binding.
	(v)	Each Apartment shall be provided with Broadband Connectivity through a network of cables. The use of this facility shall be optional one and in case, the Allottee(s) chooses to avail the same, shall have to pay installation / activation charges as well as usage charges on such rates/terms as may be determined later on.
	(vi)	The Allottee(s) shall also pay proportionate charges for provisions of any other facility, not specifically mentioned in this agreement as may be required by any authorities or considered appropriate by the Developer, including any increase in charges for an existing facility as circumstances may warrant, for provision and maintenance of such facility/ies.
2.0		MODE OF PAYMENT
2.1		Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/ demand draft /banker's cheque or online payment (as applicable) in favour of as mentioned below having the following Escrow Account, payable at NOIDA:
		Name : NWEPL COLL AC NORTHWIND SANCTUARY PLOT NO 7 SEC PI GR NOIDA Collection A/c No. 258881110909 Bank : INDUSIND BANK Branch: RTGS/NEFT/IFS Code: INDB0000513
2.2		For all payments through A/c Payee cheque/demand draft / banker's cheque, the date of clearance of such A/c Payee cheque / demand draft banker's cheque shall be taken as the date of payment. For online payment the date of intimation by the Allottee(s) to the Developer regarding debit from his/her bank account shall be credit taken as the date of payment, and credit for the payment made will be given on actual credit of the amount from the bank and credit for such payments will be given to the Allottee(s) on the date of such

		intimation by the Allottee(s) post actual credit of the amount in the bank account of the Developer. In case of outstation cheque demand draft or wire transfer, any charges including collection charges debited by bank, shall be borne by the Allottee(s) and will be debited to the Allottee(s)'s account. Further, the Developer is not and shall not be liable for any currency exchange rate given by the bank (in case of foreign remittance). Developer will credit Allottee's account with the amount credited in Developer's account.
2.3		All the payments to be made by the Allottee(s) shall be subject to realization of Cheque / Demand draft etc. In case of dishonour of any Cheque/Demand draft due to any reason whatsoever, the same shall amount to non-payment and shall constitute a default under this Agreement. In such an eventuality, without prejudice to the right and remedies available to the Developer, the Developer shall be entitled to and the Allottee(s) shall be liable to pay the equivalent cheque amount along with the delayed interest and applicable bank charges to the Developer. In case of first time of cheque being dishonoured, a sum of Rs.1000/-(Rupees One Thousand Only) would be debited to the Allottee(s) account in addition to the bank charges. This is without prejudice to the right of the Developer to terminate this Agreement as a breach on the part of the Allottee(s).
2.4		The Allottee(s) shall be issued a receipt by the Developer against the delivery of every demand draft /cheque/online payment issued by the Allottee(s) subject to the clearance of the payment. The receipt of the payment shall be issued by the Developer in the name of the Allottee(s), irrespective of the fact that payment is being made by any other person or from any other account.
2.5		The Allottee(s) further agrees that except as specifically expressed under this Agreement, the Developer is not required to send reminder/notices to the Allottee(s) in respect of the payment obligations and other obligations of the Allottee(s) as set out in this Agreement to be met by the Allottee(s); and the Allottee(s) is required to adhere to the timelines and comply with all its obligations on its own.
2.6		The Allottee(s) shall make the payment to the Developer after deducting Tax Deduction at Source ("TDS") as may be applicable and at the rate specified by the concerned governmental body or appropriate authority from time to time. At present TDS of 1% of Total Price shall be paid by the Allottee(s) as per the provision of Section 194 IA of the Income Tax Act. The Allottee(s) shall issue a certificate of deduction of tax in the prescribed form to the Developer within 15 (fifteen) days from the date of deduction of TDS. The amount shall be credited to the account of the Allottee(s) on submission of proof of payment deposition of "TDS on purchase of property" to the govt. account and TDS certificate in Form-16 B. The payment /s made by the Allottee(s) shall be deemed to be made after due compliance of all TDS, Service Tax / GST, VAT and / or any other taxes as may be applicable, and the Developer shall not be under any liability/obligation to ensure the compliance of the same by the Allottee(s).
3		COMPLIANCE OF LAWS RELATING TO REMITTANCES FROM ABROAD:
3.1		The Allottee(s), 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(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she / it may be liable for any action under the Foreign Exchange Management Act, 1999 and/or other laws as applicable,

		as amended from time to time.
3.2		The Developer accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee(s) shall keep the Developer fully indemnified and harmless in this regard, whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) 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/Person making payment/remittances on behalf of any Allottee(s) and such third party/Person shall not have any right in the application/ allotment of the said apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee(s) only
4		ADJUSTMENT / APPROPRIATION OF PAYMENTS
4.1		The Allottee(s) authorizes the Developer to adjust/appropriate all payments made by him/her/its under any head(s) of dues against lawful outstanding of the Allottee(s) against the Apartment, if any; in his/her/its name and the Allottee(s) undertakes not to object/ demand/direct the Developer to adjust his payments in any other manner
4.2		The Developer will be entitled to adjust and appropriate the amount paid by the Allottee(s) first, towards the interest on overdue payments and thereafter towards any overdue payments or any outstanding demand and finally, the balance, if any, shall be adjusted towards the principal amount of current dues for which the payment is tendered and the Allottee(s) agrees to accept such appropriation which shall be binding upon him.
5		TIME IS ESSENCE
5.1		The Developer shall abide by the time schedule for completing each phase of the Project as disclosed at the time of registration of the respective phase of the Project with the Authority and towards handing over the Apartment to the Allottee(s) and the Common Areas to the Association of the Allottee(s) of the Building/Project or the competent authority, as the case may be.
5.2		Similarly, the Allottee(s) agrees that the timely payment of instalments of the Total Price and other charges/dues and meeting of its obligations by him/her/it, is the essence of this agreement and that he/she/it shall make the timely payments as obligated; as any delay would hamper the development of the Apartment, the Project as per the agreed Payment Plan [Schedule CJ, subject to the simultaneous completion of construction by the Developer as per construction schedule.
6		CONSTRUCTION OF THE PROJECT / APARTMENT: The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Total Project / Project in accordance with the said layout plans, floor plans and 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 GREATER NOIDA Authority and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act or as per approvals/instructions/guide lines of the competent authorities, and breach of this term by the Developer shall constitute a material breach of the Agreement.
7		POSSESSION OF THE APARTMENT:
7.1		Schedule for completion of the said Apartment and offer of Possession:-
	(i)	The Developer agrees and understands that timely delivery of possession of the Apartment to the Allottee(s) and the Common Areas to the Association of Allottee(s) of Total Project or the competent authority, as the case may be, is the essence of the Agreement. The

		Developer will endeavour to complete the construction of Building/Apartment (as per bye laws of the Greater Noida Authority) along with Common Areas with all specifications, amenities and facilities of the Project being developed on the dates provided by the Developer at the time of registration/extension of the Project with the RERA authority ("Completion Date"). subject to enforcing of major regulations and timely payments by the Allottee(s), availability of building material etc., any major change of laws by Government /Local authorities, Pandemic, strikes etc. causing delay in construction. No claim by way of damage or compensation shall lie against the Developer in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Developer. The Apartment is proposed to be completed within 36 months from the date of this Agreement with additional 6 months thereafter to be taken as grace period. However, if there is delay in possession beyond due date due to any other reason, the Developer will pay the Allottee(s) (after a grace period of 6 months,) a sum at the rate of Rs. 2/- (Rupees Two Only) per sq.ft. of carpet area per month for the period of delay to the Allottee(s), provided, that the Allottee(s) has made payment of all installments towards the sale consideration of the said Apartment in time, without making any delay to the Developer.
	(ii)	Where the completion of the Apartment building/Project/Total Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Developer shall accordingly be entitled to the extension of time for completion of the Project and correspondingly delivery of possession of the Apartment. Provided that such Force Majeure conditions are not of a nature, which makes it impossible for the contract to be implemented.
	(iii)	The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Developer to implement the Total Project / Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee(s) the entire amount received by the Developer from the allotment within one hundred and twenty (120) days from that date or such other extended period as may be provided in the Rules, subject to execution and registration of cancellation deed and other documents as may be required by the Developer for cancellation of this Agreement. The Developer shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/she shall not have any rights/claims etc. of any kind whatsoever against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement. The Allottee(s) agrees that he/she/it/they shall not have or make any claim against the Developer or otherwise except for refund of money paid by the Allottee(s). The Developer will offer the possession as per procedure mentioned under Para 7.2.
	(iv)	The Allottee(s) acknowledges that the construction of remaining towers in the Project and other areas of the Total Project will be on going, and it can take further time in the completion of the said towers and other areas in the Project Total Project. The Allottee(s) further acknowledges that the occupancy certificate in part could also be applied for a particular tower of the Project after completing the construction, depositing the requisite fee and obtaining NOC from all concerned departments. Therefore, the time gap after applying for occupancy certificate/part occupancy certificate and issuance of occupancy certificate part occupancy certificate shall not be the reason for denial of taking the possession by the Allottee(s).
	(v)	Any delay whatsoever be the reason, in issuance of the occupancy certificate / part occupancy certificate after the application for obtaining the same has been submitted by the Developer to the competent authority, shall not be considered as any delay on account of the Developer. The date of applying for the occupancy certificate / part occupancy certificate shall be presumed as the date of completion of construction.
	(vi)	The amenities like Road, Electricity, Sewer and Water supply shall be provided by the

		GREATER NOIDA Authority or other concerned authority 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 above said facilities on the part of the GREATER NOIDA Authority/Concerned Authority shall not be considered as the delay on part of the Developer.
7.2		Procedure for taking Possession:
	(i)	The Developer, upon obtaining the completion certificate / occupancy certificate/ occupancy certificate (as applicable) of the Building (where the Apartment is situated) from the competent authority, shall offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement to be taken within 1 (one) month from the date of issue of such completion certificate/ occupancy certificate/part occupancy certificate (as applicable).
	(ii)	The Allottee(s) shall be required to (a) inspect the said Apartment and submit snags / deficiencies list to the Developer, and (b) complete their full and final payment towards the total price and clear all any other pending dues, amounts, instalments, charges, interest, etc. (as provided in the offer for handover of possession); within a period of 2 (two) months from the date of offer of handover of possession given by the Developer. After submission of snag list and full and final payment of all pending dues, amounts, instalments, charges, interest, etc. by the Allottee(s), the Developer will commence the fit outs in the said Apartment.
	(iii)	<p>The process of fit outs of the Apartment generally takes a period of about 60 days from the date of submission of snag list and full and final payment by the Allottee(s). However, the same will be done on first come first served basis, and the period of completion of fit-out activities may vary accordingly, but in no case, it shall take more than 60 days from the date of full and final payment and the date of submission of snag list (whichever is later) by the Allottee(s). On or before completion of fit outs, the Allottee(s) will be issued a notice for purchasing requisite stamp papers for execution of sub-lease deed.</p> <p>The Allottee(s) shall purchase the stamp papers and deposit the stamp papers along with the legal fees with the Developer within a period of 60 days from the date of notice by the Developer. Apart from that applicable registration fee will also be payable by the Allottee(s) at the time of registration of the sub-lease deed with the registrar. The process of execution and registration of sub-lease deed will be done on first come first serve basis. The physical possession of the said Apartment will be handed over to the Allottee(s) simultaneous to the execution and registration of the said sub-lease deed of the said Apartment in favour of the Allottee(s) and execution of Maintenance Agreement and other requisite documents as may be required by the Developer.</p>
	(iv)	The taking over of the possession by the Allottee(s) shall be an acceptance by the Allottee(s) that the Apartment has been completed as per the agreed specifications and to the satisfaction of the Allottee(s), and the Allottee(s) shall not have any claim or dispute against the Developer or its nominee for any item of the work / specifications etc.
	(v)	The Developer agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, and documentation on part of the Developer. The Allottee(s) agrees to pay the Maintenance Charges, club subscription or any other charges as determined by the Developer/ Association/Association of Project, as the case may be, from the date of offer of possession by the Developer. The Developer shall handover the occupancy certificate / part occupancy certificate (as applicable) of the Apartment, as the case may be, to the Allottee(s) at the time of conveyance of the same.
7.3		Failure of Allottee(s) to take Possession of Apartment: <p>Upon receiving a written intimation from the Developer as per Para 7.2, the Allottee(s) shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings, Maintenance Agreement, sale / Sub-lease deed and such other</p>

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

		date of re-allotment of the said Apartment.
7.6		<p>Compensation:</p> <p>The Developer shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 (i); or (ii) due to discontinuance of his business as a 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 to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/her in respect of the Apartment, with interest at the rate annual interest at the rate equal to MCLR+1% or as per the norm in the manner as provided under the Act within forty-five days of it becoming due:</p> <p>It is clarified that, notwithstanding anything contained herein, in case of abandonment of the Project by the Developer, the Allottee(s) shall not be entitled to continue in the Project, and the Developer will refund the amount received by him /her in respect of the Apartment with interest after deducting the taxes paid by the Allottee(s) towards the Apartment in the manner as provided under the Act within forty five days of it becoming due.</p>
7.7		TRANSFER / CHANGE OF NOMINEE
	(i)	The Allottee(s) shall not be entitled to transfer assign his/her rights accrued under the present agreement to any third party or to get his/her name substituted by another person without prior written consent of the Developer, which consent may be given or denied by it in its sole discretion and the same shall be subject to applicable laws and notifications or any governmental directions as may be in force from time to time.
	(ii)	Further, the Developer may accord its consent to such transfer / substitution of name, subject to the condition that the administrative charges, as prescribed by the Developer in this regard, from time to time, will be paid by the Allottee(s) to the Developer at the time of transfer / substitution of name. It is categorically stated and understood by the Allottee(s) that the intended transferee / nominee / assignee of the Allottee(s) shall be solely responsible and liable for all legal, monetary and other consequences, including and not limited to the liability /responsibility for payment of any stamp duty/penalty/levies / charges whatsoever etc. as applicable, that may arise for the reason of such transfer / assignment/nomination and the Developer shall have no direct or indirect involvement or responsibility in any manner, whatsoever, in this regard or otherwise only for the reason of having accorded its consent to the request of the Allottee(s) and charging of prescribed administrative charges in this regard.
	(iii)	Any change in the name of the Allottee(s) of the apartment (including addition/deletion) as registered with the Developer will be deemed as transfer for this purpose and shall be subject to the payment of administrative charges by the buyer / Allottee(s).
	(iv)	Claims, if any, between transferor and transferee as a result of subsequent reduction / increase in the saleable/super area of the Flat or its location or otherwise will be settled between transferor and transferee and the Developer will not be party to the arrangements between them or be liable for the same in any manner. It will be the sole responsibility of the Buyer to also obtain permission of the Competent Authority, required, if any, for the transfer of the Apartment in his/her name and to pay such charges as may be levied for such transfer.

	(v)	It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said flat/ apartment / said complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent buyers/assignees of the said flat, as the said obligations go along with the said flat /apartment for all intents and purposes.
8		REPRESENTATIONS AND WARRANTIES:
8.1		The Land Owner and the Developer hereby represents and warrants to the Allottee(s) as follows:
	(i)	The Land Owner has absolute, clear and marketable title with respect to the said Total Project Land; the Developer has the requisite rights to carry out development of the Project upon the said Total Project Land and is in absolute, actual, physical and legal possession of the Total Project Land on which the Project has been/ is being undertaken;
	(ii)	The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;.
	(iii)	The Project and the Project Land is under mortgage against availing SWAMHI FUND I (SBICAP Ventures Ltd.)
	(iv)	There are no litigations pending before any Court of law or Authority with respect to the said Total Project Land, Total Project or the Apartment which will have any adverse impact on the Project.
	(v)	All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Total Project Land and Apartment 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 Laws in relation to the Project, said Total Project Land, Building and Apartment and Common Areas;
	(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(s) created herein, may prejudicially be affected
	(vii)	The Developer has not entered into any agreement for sale / lease/ sub-lease and / or development agreement or any other agreement/arrangement with any person or any party with respect to the said Total Project Land, including the Project and the said Apartment which shall, in any manner, affect the rights of Allottee(s) under this Agreement;
	(viii)	The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;
	(ix)	At the time of execution and registration of the conveyance / sub-lease deed, execution of Maintenance Agreement and other documents as required by the Developer, the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s). The Common Areas will be handed over to the Association of Allottee(s) of the Project or the competent authority, as the case may be; after completion of all the phases in the Project and issuance of occupancy certificate for the Project
	(x)	The Total Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the Total Project Land;
	(xi)	The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion / occupancy / part occupancy certificate (as applicable) for the Building has been issued and offer of possession of Apartment along with the Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the Association of Allottee(s) of the Total Project or the competent authority as the case may be, after issuance of occupancy certificate for the Total Project. At the time of handing over the maintenance of the Project to the Association of Total Project, (a) all existing lifts and lift rooms at terrace, (b) corridors, passages, parks, (c)

		underground and overhead water tanks, (d) firefighting equipment's with motor rooms, (e) single point distribution system with all liabilities, (f) Gen-sets, (g) Security Gates with intercom, and (h) other area falling under the Common Area specified in the deed of declaration to be filed by the Developer under the Apartment Act, will be handed over to the Association of Total Project;
	(xii)	No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Total Project Land and / or the Project.
8.2		The Allottee(s) hereby represents and warrants to the Developer as follows:
	(i)	The Allottee(s) is legally competent and has the necessary power and authority to execute, deliver and perform his/her/its obligations under this Agreement and all necessary approvals including any Governmental, regulatory or third party approval and other actions have been validly obtained to authorize such execution, delivery and performance.
	(ii)	This Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms on the Allottee(s) / anyone claiming under him/her/it.
	(iii)	The execution, delivery and performance by the Allottee(s) of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both), and the consummation by the Allottee(s) of the transactions contemplated hereby or thereby will not conflict with result in a breach of, or constitute a default under, any applicable law applicable to the Allottee(s) or any contract or agreement to which the Allottee(s) is a party or by which the Allottee(s) may be bound, any agreement or commitment that prohibits the execution and delivery of this Agreement by the Allottee(s) or the consummation of the transaction contemplated hereby.
	(iv)	All the unsold spaces and the areas which are not part of Common Area shall continue to be the property of the Developer and all rights related to such properties shall vest with the Developer and are reserved with the Developer for the said areas.
	(v)	The Developer shall have the right to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold apartment(s) within the said Project/Total Project, and the Allottee(s) shall have no right to raise objection or make any claims on this account.-
	(vi)	All the provisions contained herein and the obligations arising hereunder in respect of the said Apartment/said Building / said Project shall equally be applicable to and enforceable against any and all the occupiers, tenants, licensees and/or subsequent purchasers / assignees of the said Apartment, as the said obligations go along with the said Apartment for all intents and purposes.
	(vii)	The Allottee(s) shall not use or cause to be used any common area/facility/services for a purpose other than the respective intending uses.
9		EVENTS OF DEFAULT AND CONSEQUENCES:
9.1		Subject to the Force Majeure conditions / events/ clauses, the Developer shall be considered under a condition of Default, in the following events:
	(i)	The Developer fails to provide ready to move in possession of the Apartment to the Allottee(s) within the time period specified in Para 7.1(i) or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition with facilities, as agreed to between the Parties, and for which the completion / occupation/part occupancy certificate, as the case may be, for the Tower/Building/Project has been issued by the competent authority, save the fit out time for the purpose rectification of snag points as pointed out by the Allottee(s) on inspection of the apartment including provision of some equipment/fixtures etc.
	(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(s) is entitled to the following:
	(i)	Stop making further payments to Developer as demanded by the Developer. If the Allottee(s) stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) shall be required to make the next payment without any Interest; or
	(ii)	The Allottee(s) 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(s) under any head whatsoever towards the purchase of the apartment as per norms of UPRERA Authority unless provided otherwise under the Rules.
	(iii)	It is clarified that, notwithstanding anything contained herein, in case of abandonment of the Project by the Developer, the Allottee(s) shall not be entitled to continue in the Project, and the Developer will refund the amount received by him from the Allottee(s) in respect of the Apartment, as per the provisions for interest after deducting the taxes paid by the Allottee(s) towards the Apartment in the manner as provided under the Act within forty five days of it becoming due.
9.3		The Allottee(s) shall be considered under a condition of Default on the occurrence of any of the following events:
	(i)	<p>In case the Allottee(s) fails to make payments even after 2 (two) consecutive demand notices of 7 (seven) days each for such instalment issued by the Developer as per the Payment Plan annexed hereto, and if such default by Allottee(s) under this para continues for a period beyond 3 (three) consecutive months after the notice from the Developer in this regard; or the Allottee(s) is in breach of any of its obligations under this Agreement, the Act and/or Rules.</p> <p>It is clarified that notwithstanding anything contrary contained herein, in the event of delay in payment of any instalment by the Allottee(s), the Allottee(s) shall be liable to pay Interest to the Developer on the unpaid amount at the rate equal to MCLR +1% or as per the relevant norms of UP RERA.</p>
	(ii)	In case of default by Allottee(s) under Para 9.3(i), the Developer may in its sole discretion cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to the Developer by the Allottee(s) by deducting the (i) Booking Amount, (ii) interest liabilities on delayed payment payable by the Allottee(s) and (iii) and interest / costs/pre-emi/emi paid by the Developer in respect of home loan/brokerage paid/payable by the Developer and statutory payments namely, GST, Service Tax, VAT, etc. paid by the Allottee(s) and this Agreement shall thereupon stand terminated. Provided that the Developer shall intimate the Allottee(s) about such proposed termination at least thirty days prior to such termination. The Allottee(s) agrees and confirms that the Developer shall refund the balance amount payable by it under this para, upon re-allotment of the said Apartment on receipt of the payments from the new Allottee(s) and shall not be responsible / liable for payment of any further additional amount on any account. The Developer shall inform the previous Allottee(s), the date of re-allotment of the said Apartment. The Allottee(s) acknowledges that upon cancellation of allotment of the Apartment by the Developer, the Allottee(s) shall have no right or interest of any kind whatsoever in the said Apartment and the Developer shall be discharged of all its liabilities and obligations under this Agreement, and the Developer shall have the absolute and lawful right to sell and deal with the said Apartment and the Reserved Parking Space(s) in the manner in which it may deem fit as if this Agreement had never been executed.
10		SUB-LEASE/CONVEYANCE OF THE SAID APARTMENT:
	(i)	The Allottee(s) agrees that on receipt of Total Price of the Apartment as per Para 1. 2 along with the title of the Apartment together with proportionate indivisible share in the Common

		Areas within (i) 3 months from the date of issuance of the completion / occupancy/part occupancy certificate, as the Para 1.3, the Developer shall execute a sub-lease/conveyance deed in favour of the Allottee(s) and convey applicable laws, or (iii) as per time lines agreed herein in preceding paras, whichever is later. Until a case may be, for the Building / Project, or (ii) within such other time as may be prescribed under sub-lease/conveyance deed is executed and registered in favour of the Allottee, the Developer shall continue to be owner of the Apartment.
	(ii)	The Allottee(s) shall be liable to pay all fees, duties, taxes, expenses, other costs, etc. including stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of this Agreement as also the sub-lease / conveyance deed of the said Apartment. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 and the Registration Act, 1908, as amended from time to time.
	(iii)	However, in case the Allottee(s) fails to deposit the stamp papers and/or registration charges and legal fees within the period mentioned in the notice, the Allottee(s) authorizes the Developer to withhold possession and registration of the sub-lease/conveyance deed in his/her favour till the submission of the requisite stamp papers and registration charges and legal fees to the Developer is made by the Allottee(s).
	(iv)	The failure of the Allottee(s) to comply with this and consequently the Developer withholding the possession of the Apartment shall not absolve the Allottee(s) of its obligations to the Developer/Association of Allottee(s)/Maintenance Agency/ Competent Authority including and not limited to the payment of the maintenance charges for the intervening period till the execution and registration of the conveyance/sub-lease deed in favour of the Allottee(s)
11		MAINTENANCE OF THE SAID BUILDING APARTMENT/PROJECT:
		<p>The Developer shall be responsible to provide and maintain essential services in the Total Project/Project till the taking over of the maintenance of the Total Project by the Association of Allottee(s) of the Total Project upon the issuance of the completion/occupancy/part occupancy certificate, as the case may be.</p> <p>However, if the Association of Allottee(s) of the Total Project is not formed within 1 year of issuance of occupancy/part occupancy certificate, as the case may be, the Developer will be entitled to collect from the Allottee(s), the maintenance charges as per the maintenance agreement. The execution of the maintenance agreement is mandatory. On the Association of Allottee(s) taking over the maintenance of the Total Project, the Developer will pay to the Association, the balance amount, if any, available with it against the Maintenance Charges, and the amounts received by it towards the Interest Free Maintenance Security (IFMS), as mentioned hereunder. It is clarified that in the event the Association has been formed within the said 1year period, but the Association fails to take handover of the Common Areas from the Developer, for any reason whatsoever, then in such cases also, the Developer will be entitled to collect from the Allottee(s) the abovementioned Maintenance Charges and other charges as set out in the Maintenance Agreement. Till the time the Association of the Allottee(s) of the Total Project takes hand over of the said Common Areas as envisaged in this Agreement or prevalent laws governing the same, the Developer shall have a right to appoint any agency / Person, at its sole discretion, ("Maintenance Agency") for undertaking maintenance of Common Areas and facilities and providing other maintenance services as per terms and conditions set out in the Maintenance Agreement. The Developer or the Maintenance Agency appointed by it shall have the right to collect/recover applicable Maintenance Charges and other charges as set out in the Maintenance Agreement and the Allottee(s) shall pay the same as demanded by the Developer/Maintenance Agency.</p> <p>The Allottee(s) undertakes to join the Association of Allottee(s) and pay the fees, charges</p>

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

		<p>The Allottee(s) acknowledges that a number of machines / equipment/products/services installed /provided by the Developer have been outsourced by the Developer in construction/development of the apartment/ building / project including the installation of lifts / air condition units / DG sets / fixtures in the nature of fans, lights, wardrobes, kitchen equipment etc. etc. manufactured or provided by reputed vendors and such machines / equipment/products/services are supported by warranties for limited period. The Developer shall not be responsible / liable for any manufacturing or other defects arising from/on account of the said machines/equipment/products/services and the Allottee(s) / Association of Allottee(s) can approach such third parties directly for such warranty claims.</p>
13		<p>RIGHT TO ENTER THE APARTMENT FOR REPAIRS:</p> <p>The Developer / Maintenance Agency / Association of Allottee(s) / Association of Allottee(s) of Total Project shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Developer, Association of Allottee(s), Association of Allottee(s) of Total Project and / or Maintenance Agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.</p>
14		<p>USAGE:</p> <p>The basement(s) and service areas, if any, as located within the Total Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) 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 of Allottee(s) formed by the Allottee(s) for rendering maintenance services.</p> <p>Use of Basement and Service Areas:</p> <p>The Allottee(s) shall also always be bound and observe and comply with the terms and conditions of the Lease Deed executed by the GREATER NOIDA Authority in favour of the Land Owner in respect of the Total Project Land especially with regard to the usage of the Apartment/ building (s)/Project complex and undertake not to commit any act or omission which may in any manner result in breach of any of the terms and conditions of the said principal Lease Deed. The Allottee(s) shall use the Apartment for residential purposes only. The Allottee(s) undertakes not to (i) use the said Apartment or permit the same to be used for any purpose which is mentioned in the restricted/prohibited usage or (ii) use the same for any unlawful, illegal or immoral purposes, and/or (iii) do or cause to be done any act / omission which may cause, damage the environment, cause noise pollution, nuisance, damage, annoyance or inconvenience to the other Allottee(s) / occupiers of adjoining Apartments/areas/ building. Any change in the specified usage of the Apartment, which is not in consonance with the usage as specified in this Agreement, rules prescribed by the Maintenance Agency or is detrimental to the public interest shall be material breach of terms and conditions of this Agreement by the Allottee(s). The Allottee(s) shall also not use the Apartment in a manner that tends to cause damage to any flooring or ceiling or services of any apartment over, below, adjacent to his Apartment or causes interference to any adjacent building(s) or in any manner interfere with the use of spaces, passages, corridors, roads or amenities available for common use. The violation / breach of any terms and conditions in respect of the usage of the Apartment by the Allottee(s)/ its occupier shall hold the Allottee(s) / occupier solely responsible and liable for any injury, loss or damage as may</p>

		be caused for such violation/breach, including imposition of any penalty and the Allottee(s) / occupier shall indemnify and keep the Developer / Maintenance Agency harmless in respect of the breach of its obligations in this regard.
15		GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:
15.1		Subject to Para 7 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircase, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
15.2		The Allottee(s) further undertakes, assures and guarantees that he / she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc., on the face / facade of the Building or anywhere on the exterior of the Project/buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment.
15.3		The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the competent authority/Developer; and thereafter the Association of the Allottee(s) and/or Maintenance Agency appointed by Association of Allottee(s) shall plan and distribute the same. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
15.4		Upon handing over Apartment, the Allottee(s) shall not make any structural alterations to the Apartment and/or effect any change to the plan or elevation and shall not enclose the balconies attached to the Apartment.
15.5		The Allottee(s) shall not demolish the said Apartment or any part thereof nor will at any time make or cause to be made any construction/additions/alterations of whatever nature to the said Apartment or any part thereof.
15.6		The Allottee(s) shall not:
	(i)	Sub-divide the said Apartment, sink any bore-well or dig any well in the Project and shall keep the surrounding areas of the Apartment neat and clean;
	(ii)	construct, place or maintain any matter or thing upon, over or under the Common Areas nor throw/stack trash, garbage, excess materials of any kind on or about the Common Areas;
	(iii)	Fix/install the air-conditioners/coolers at any place (other than the space(s) provided for, in the building design) including but not limited to open spaces, passage, Common Areas, or in the staircase and shall ensure that no water drips from any cooler / air conditioner,
	(iv)	Use the common parts / areas of the Building for keeping/chaining pets, dogs, birds or for any storage of cycles etc. and not to block the common areas / parts of the Building in any manner whatsoever;
	(v)	Create any encroachment on the Common Areas or any part thereof; or
	(vi)	Keep battery, invertors/petrol, kerosene, generators, flowers, vessels, air conditioners, coolers etc. in the stairs or entrance or road or parking places;
	(vii)	Do or act in any manner which directly or indirectly harms / is intended to harm the business reputation of the Developer/defames the Developer.

15.7		The Allottee(s) hereby agrees that allotment of Apartment is subject to the terms and conditions of the sanctioned plans, license, permissions etc., and he shall comply with sanctioned building plans, license, byelaws, guidelines, rules and regulations of the GREATER NOIDA / competent / any other government authorities as may be applicable to the said Apartment and comply with the same, from time to time, since after the date of the offer of possession of the Apartment and also to meet with all the requirements, requisitions and demands that have been notified/ may be notified from time to time by the municipal authority/government authority or any other competent authority in respect of the Apartment. The Allottee(s) further undertakes to be responsible and liable for any personal/individual action which would be in violation / deviation of the sanctioned plan, layout, building bye laws, guidelines etc. of the government authority as may be applicable to the said Apartment. The Allottee(s) shall keep the Developer indemnified, secured and harmless against all such costs and consequences and all damages suffered arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
15.8		The structure of the Building may be insured against fire, earthquake and militant action by the maintenance agency, and the cost thereof shall be payable by Allottee(s) as the part of the Maintenance Charges. The contents inside the said Apartment shall be insured by the Allottee(s) at his/her/its own cost and expense. The Allottee(s) shall not do or permit to be done any act or thing which may (a) render void or voidable the insurance taken by the Developer or (b) cause increase in premium payable in respect thereof.
15.9		The cost of insurance for the structure of the Building till offer for handover of possession is given to the Allottee(s) is included in the Total Price of the Apartment. Thereafter, the cost of the Insurance for the structure of the Building would be payable by the Allottee(s) on proportionate basis in addition to the Maintenance Charges. The Allottee(s) shall be liable and responsible to take appropriate all risk insurance policy for all fixtures, fitting, assets, equipment etc., inside the said Apartment, without any liability or responsibility on the Developer.
15.10		The Allottee(s) agrees that after handover of Apartment to the Allottee(s), the Allottee(s) shall ensure that the Allottee(s) / occupant of the Apartment is not in breach of any terms / conditions stipulated in the permissions and approvals granted in respect of the Project including without limitation License, sanctioned plans, FIRE NOC / permission, green building permission, environment and pollution permissions etc.
15.11		The Allottee(s) undertakes to do all acts, things, deeds including presenting himself, as may be required for the execution and registration of any deed? agreement/ indenture/declaration in respect of the said Apartment and other relevant document(s) pertaining to parking space(s) (if any) as the Developer so desire to comply with the provisions of the Act and other applicable laws.
15.12		The Allottee(s) agrees and confirms that any non-observance of the provisions of this Para shall entitle the Developer and/or the Maintenance Agency, to enter the Apartment, if necessary, and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
16		COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:
16.1		The Parties are entering into this Agreement for the allotment of the Apartment with full knowledge of all laws, rules, regulations, notifications applicable to the Project/Total Project.
16.2		The Allottee(s) hereby undertakes to comply with and carry out, from time to time, after taking possession of the said Apartment, all the requirements, requisitions, demands and repairs which are required by any development authority / GREATER NOIDA Authority/Government or any other competent authority in and harmless against all costs, consequences and all damages, arising on account of non-compliance, if respect of the said Apartment at his/her/its own cost and keep the Developer indemnified, secured any, with the said requirements, requisitions, demands and repairs.

16.3		The Allottee(s) after taking possession shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P Pollution Control Board/Water Commission / any other rules and regulations stipulated by State of U.P. or any other competent authority. The Allottee(s) shall abide by all laws, rules and regulations of the Greater Noida Authority /local authority/government / Government of India and of the Association of Allottee(s) and shall be responsible for all deviations, violations or breach of any of the conditions of law / bye laws or rules and regulations after taking over the possession of the Apartment.
17		ADDITIONAL CONSTRUCTIONS:
		<p>The Allottee(s) acknowledges that the Developer may undertake / make changes, additions, deletions or put-up additional structure(s) anywhere in the Project / Total Project / Total Project Land after the building plan, layout plan, sanction plan and specifications, amenities and facilities have been approved /revised by the competent authority(ies), in accordance with the provisions of the Act.</p> <p>It is clarified that the Allottee(s) shall not have any right, title or interest or objection of whatsoever nature in respect of the additional construction / structure and/or additional buildings in or around the Total Project/Project, which the Developer may construct in order to utilize the additional FAR purchased/to be purchased, permissible /sanctioned/to be sanctioned, if any, to the Project/Total Project as permitted by the competent authority(ies). That the Allottee(s) are fully aware and understand that the Developer may purchase additional available purchasable FAR within the Project Land and construct more units within the said Project as may be approved/sanctioned by the competent authority for which the Allottee(s) have no objection.</p>
18		<p>MORTGAGE OR CHARGE:</p> <p>The Developer shall have the right to raise loan / finance from any banks / financial institutions or any other lending parties and for this purpose create mortgage of the said Total Project Land and / or receivables from the Project / Total Project in favour of one or more such lending parties. The Allottee(s) shall have no right to object if any action / step is taken by the Developer to raise and obtain finance. However, the Apartment shall be released of all such mortgages and encumbrances created by the Developer before the execution and registration of sub-lease deed in favour of the Allottee(s).</p> <p>After the Developer executes this Agreement, he/she shall not mortgage or create a charge on the Apartment except for the receivables against the Apartment; and, if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interests of the Allottee(s) who has taken or agreed to take such Apartment.</p>
19		<p>U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) ACT, 2010.</p> <p>The Developer has assured the Allottee(s) that the Project has been developed / is being developed in its entirety is in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.</p>
20		<p>BINDING EFFECT:</p> <p>Mere forwarding/providing a copy of this Agreement to the Allottee(s) at the time of making application for allotment, by the Developer does not create a binding obligation on the part of the Developer or the Allottee(s); until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan, within 30 (thirty) days from the date of receipt of the copy of the Agreement by the</p>

		<p>Allottee(s) and secondly, he / she / it presents himself for registration of the same before the concerned Sub-Registrar at Noida/Greater Noida, as and when so intimated by the Developer.</p> <p>In case of the non-compliance of the above, then the Developer shall serve a notice on the Allottee(s) calling upon him to rectify the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), the application made by the Allottee(s) for allotment of the Apartment shall be treated as cancelled and all the sums deposited by the Allottee(s) (the principal amount) in connection therewith, including the Booking Amount, shall be refunded to the Allottee(s) without any Interest or compensation whatsoever and the Allottee(s) shall not have any further right or claim of any kind whatsoever on such cancellation of his application.</p>
21		<p>ENTIRE AGREEMENT:</p> <p>This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/Building, as the case may be.</p>
22		<p>RIGHT TO AMEND:</p> <p>This Agreement may only be amended through written consent of the Parties.</p>
23		<p>PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S):</p> <p>The Allottee(s) may transfer / assign/endorse this Agreement or any interest in this Agreement and nominate any other person / body corporate in his/her/its place in respect of the said Apartment, as may be permitted by the Developer subject to:</p>
	(i)	Receipt of written request from the Allottee(s) by the Developer;
	(ii)	Clearing of all dues, payments, charges, deposits, etc., accrued interest on delayed payments, other costs and charges, taxes and duties accrued as on the date of the transfer;
	(iii)	Payment of the administrative charges/transfer charges by the Allottee(s) as prescribed by the Developer and competent authorities, which may be revised from time to time along with the applicable taxes, if any;
	(iv)	Signing/execution by the Allottee(s) of such documents/applications as may be required by the Developer and the Allottee(s) complying with such conditions as stipulated by the Developer;
	(v)	The Allottee(s) obtaining no objection certificate / letter from the Developer, Maintenance Agency and other competent authorities, as the case may be;
	(vi)	The assignee / transferee agreeing to comply with all formalities/requirements in this regard and executing such other documents as may be required by the Developer; and
	(vii)	In case the Allottee(s) / transferor has obtained any finance / loan against the Apartment from any financial institution / bank, a 'No Objection Certificate' from the financial institution/bank.
		<p>It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project, in case of a transfer; as the said obligations go along with the Apartment for Project and shall equally be applicable to and enforceable against and by any subsequent Allottee(s) all intents and purposes.</p>
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(s) in not making payments as per the Payment Plan [Schedule C including waiving the payment of Interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Developer in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Allottee(s).
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:
25.1		If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the Applicable Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
25.2		It is clarified that the Allottee(s) shall be liable to abide by and bound by the change(s) emanating in this Agreement in terms of Para 25.1, including any additional condition imposed, relating to the allotment of the Apartment or the Project.
26		METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) in Project, the same shall be in the proportion which the Carpet Area of the Apartment bearing to the total Carpet Area of all the Apartments / Commercial Spaces in the Project.
27		FURTHER ASSURANCES: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction including without limitation for execution and registration of sub-lease deed or any other deed / indenture / declaration etc. in respect of the said Apartment and other relevant documents pertaining to Reserved Parking Space(s), if any, as the Developer so desires, to comply with the provisions of the Act and other applicable laws.
28		RAISING OF FINANCE BY ALLOTTEE(S).
28.1		The Allottee(s) may obtain finance/loan from any financial institution/ bank but the Allottee(s)'s obligation to pay Total Price and other charges etc., for the Apartment pursuant to this Agreement, shall not be contingent on the Allottee(s)'s ability or competency to obtain/serve such financing and the Allottee(s) shall remain strictly bound by the terms and conditions governing this Agreement. It is clarified that the liability and responsibility towards such financial institutions, banks etc., for the loan/finance obtained by the Allottee(s), shall be that of the Allottee(s) alone and the Developer shall not have any responsibility or concern in this respect.
28.2		Any loan facility from banks / financial institutions availed by the Allottee(s) in respect of the said Apartment shall be subject to the terms and conditions as imposed by the Developer and/or bank financial institution; and the Allottee(s) shall be solely liable and responsible for repayment of loan facility and satisfaction of charge.
28.3		The Allottee(s) understands and agrees that the Developer shall always have its lien / charge on the said Apartment for all unpaid dues and outstanding amounts payable by the

		Allottee(s), and the execution of sub-lease deed of the Apartment in favour of the Allottee(s) shall be subject to the Allottee(s) providing to the Developer a no objection certificate from such financial institution / Bank / NBFC in the form satisfactory to the Developer.
28.4		The Allottee(s) agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien or any mortgage / charge/security before or hereafter made / created by the Developer in respect of the Project / Total Project / said Total Project Land and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof. Such charge or mortgage or encumbrances shall not constitute a ground for objection by the Allottee(s) or excuse the Allottee(s) from making the payment of the Total Price / other amounts/charges payable in respect of the said Apartment or performing all other obligations by the Allottee(s) hereunder or be the basis of any claim against or liability of the Developer
28.5		The Allottee(s) agrees that in the event of non-payment of pre-emi/emi by the Allottee(s), cancellation/termination of the allotment of the said Apartment, termination of this Agreement/ recalling/revocation of tripartite agreement executed with the lending bank / financial institution/Developer, initiating recovery proceedings by the Bank/financial institution, the Developer shall be entitled to make payment to the lending bank / financial institution and close the loan account one time or otherwise as per the said tripartite agreement, and payment by the Developer to the lending bank / financial institution shall be deemed to be the fulfillment of obligation of Developer for refund of amount to the Allottee(s) under this Agreement and discharge the Developer to the extent of such payment of its obligation to the Allottee(s). The Allottee(s) further agrees that it shall not create any hindrance, interference, claims, disputes etc. whatsoever, in respect of such compliance by the Developer in discharge of its obligations under the said loan liability/mortgage/tripartite agreement.
29		<p>NOTICES:</p> <p>That all notices to be served on the Allottee(s) and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Developer or the Developer by Registered/Speed Post at their respective addresses specified below:</p> <p>Mr./Ms. W/o S/o R/o</p> <p>M/s NORTHWIND ESTATES PRIVATE LIMITED Plot No.07, Sector-PI, Greater Noida Uttar Pradesh – 201 308</p> <p>It shall be the duty of the Allottee(s) and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address, in writing, by Registered / Speed Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Allottee(s), as the case may be.</p>
30		JOINT ALLOTTEE(S):
30.1		That in case there are Joint / Co-Allottee all communications shall be sent by the Developer to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottee(s).
30.2		Unless otherwise specified in the application/this Agreement, the Allottee & co-Allottee (if any) will have equal share in the apartment, and their inter-se rights and duties as Allottee(s)

		in certain situations arising, as specified herein below shall be as follows:-
	(i)	Death of a Co-Allottee(s): The names of the legal heirs of the deceased co-Allottee(s) will be taken on record in the records of the Developer, only after the legal heirs of the deceased Co-Allottee(s) provide the necessary succession certificate (or any other relevant admissible order / document to the satisfaction of the Developer) certifying that they are the only legal heirs of the deceased co-Allottee(s) of the Apartment, from the appropriate authority / court. Where the legal heirs request for mutation/ substitution of their name(s) as an Allottee(s) / co-Allottee(s) on the basis of a WILL, then such WILL must be supported by a probate / certificate of succession / letter of administration from the competent court of law. Where the allotment of the Apartment is subject to loan, then the necessary No Objection Certificate from the concerned Bank / Financial Institution shall also be furnished in addition to the documents as mentioned herein above.
	(ii)	Divorce or other legal dispute: In case of any ongoing divorce proceedings between the co-Allottee(s) or any other legal dispute, the rights and obligations of the parties thereto shall be determined and accepted by the Developer only as per the final order/judgment / decree of the competent court of law/legal forum.
30.3		Notwithstanding, the death of an Allottee/co- Allottee or any disputes between the Allottee/co-Allottee; the Allottee/co-Allottee / legal heirs of the deceased Allottee / co-Allottee shall be bound by his/her/their obligation under this agreement to make payments of the due installments to the Developer from time to time as per the payment plan and be bound by the terms and conditions of this agreement,
30.4		The Allottee/Co-Allottee/his legal heirs shall comply with all legal requirements as may be necessary for substitution / mutation of his/her/its name against the name of the deceased Allottee / co-Allottee as per the advice / opinion of the advocate and the legal cost incurred in this behalf shall be borne by the Allottee(s) requiring substitution in name.
31		<p>RIGHT TO ASSIGN:</p> <p>The Allottee(s) agrees and acknowledges that the Developer reserves all its rights to assign all or any of its rights/obligations towards development and construction of the aforesaid Total Project / Project in favour of any group developer or associate developer or a subsidiary developer or a special purpose vehicle to be formed or any other entity under joint venture/ development agreement / collaboration Agreement for the purpose of execution of the said Total Project/Project as per the Act. The Allottee(s) further understands that, with effect from date of assignment, all the communications and correspondences exchanged with the Developer including the monies paid there under shall automatically stand transferred in the name of such new company/entity without any alterations in the original terms and conditions of this Agreement. In such an event, the assignee company will execute all the necessary documents with the Developer. The Allottee(s) shall continue to perform all its / their obligations towards such assignee company in accordance with the terms and conditions of this Agreement.</p>
32		<p>BROKERAGE:</p> <p>The Allottee(s) shall bear the expenses including commission or brokerage paid / payable to any person for services rendered by such person entity to the Allottee(s), whether in or outside India, for acquiring the said Apartment. The Developer shall in no way, whatsoever, be responsible or liable for such payment, commission or brokerage etc, or part thereof by the Allottee(s) nor the Allottee(s) shall have any right to deduct/adjust such charges from the Total Price and other charges payable by the Allottee(s) to the Developer for the said Apartment. Further, the Allottee(s) shall indemnify and hold the Developer, free and harmless from and against any or all liabilities and expenses in this connection.</p>
33		CAPTIONS/HEADINGS:

		The captions headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter / Para(s) / Clauses in this Agreement shall be done by reading the various Para/ Clauses in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.
34		<p>RIGHT TO JOIN AS AFFECTED PARTY:</p> <p>The Developer shall have the right to join as an affected party in any suit / complaint filed before any appropriate court by the Allottee(s), if the Developer's rights under this Agreement are likely to be affected prejudiced in any manner by the outcome of such suit/complaint/decision of the court. The Allottee(s) agrees to keep the Developer fully informed at all times in this regard.</p>
35		<p>SAVINGS:</p> <p>Any application, letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the Apartment or Building, as the case may be, prior to the execution and registration of this Agreement for Sub-Lease for such Apartment or Building, as the case may be, shall not be construed to limit the rights and interests of the Allottee(s) under this Agreement for Sub-Lease or under the Act or the Rules or the Regulations made there under.</p>
36		<p>OFFICIAL LANGUAGE:</p> <p>English is the official language of this Agreement. Documents or notices that are not in English shall have no effect under this Agreement. The words and phrases in documents and notices shall have the meaning they normally have in standard UK English usage. The English language version of this Agreement or any document or notice contemplated by the Agreement shall control in any conflict with any version of such writing that is not in English.</p>
37		<p>ACT OF CASTING INSINUATION, INNUENDO, LIBEL OR SLANDER:</p> <p>The Allottee(s) undertakes that in case of any dispute or differences with the Developer over any issue whether emanating directly or by implication from this Agreement, the same or any other issue concerning, including the possession / construction of the said Apartment, the Allottee(s) shall be entitled to remedy only under Para 7.5 or avail appropriate legal remedy before a competent court of law statutory forum prescribed under laws in India. The Allottee(s) shall not indulge in or instigate any act, whether in personal capacity or in joint capacity or incite other Allottee(s) in the Project / Total Project to act in any manner, which may amount to casting insinuation, innuendo, libel or slander against the Developer, its directors or its officials, or otherwise indulge in activities which amounts to defamation or malicious / wrongful prosecution of the Developer, its Directors or its officials and/or the Project/Total Project and in case of any such violation, the Allottee(s) shall be liable to legal consequences arising therefrom, at his/her/its cost, risk and consequences.</p> <p>Without prejudice to its other rights and remedies available under this Agreement, Act and Rules and Regulations etc., the Developer shall be entitled to seek remedies under the relevant procedural laws for such insinuation, innuendo, libel or slander amounting to defamation and/or wrongful prosecution of the Developer, its directors or its officials and/or the Project/Total Project.</p>
38		<p>CUSTOMER QUERIES/ISSUES REDRESSAL MECHANISM</p> <p>The Allottee(s) understands and confirms that the queries and individual issues, if any, concerning this agreement will be resolved as per the process given below:-</p> <p>The customer centric queries and individual issues of the customers shall be resolved by the</p>

		Customer Care Department of the Developer.
39		GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.
40		PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the Developer through its / their respective authorized signatories at the Developer's Project Office, or at some other place, which may be mutually agreed between the parties, anywhere in Distt. Gautam Budh Nagar, UP. After the Agreement is duly executed by the Allottee(s) and the Developer, it shall simultaneously be registered at the office of the Sub-Registrar at Greater Noida, This Agreement shall be deemed to have been executed at Distt. Gautam Budh Nagar, UP, for all purposes.
41		DISPUTE RESOLUTION: All or any disputes arising out or touching upon or in relation to or concerning with the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled, as the case may be, through the Authority or Adjudicating Officer appointed under the Act.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

For NORTHWIND ESTATES PRIVATE LIMITED

**[AUTHORIZED SIGNATORY]
DEVELOPER**

[ALLOTTEE(S)]

SCHEDULE – A

APARTMENT/UNIT NO.----- ON ----- FLOOR IN TOWER -----

CARPET AREA ----- SQ.FT. / SUPER AREA ----- SQ.FT. / BUILT UP AREA ----- SQ.FT.

BALCONY AREA ----- SQ.FT.

In Project **“NORTHWIND SANCTUARY Plot No. 7, Sector-PI, Gr. Noida”**, situated at Plot No.07, Sector-PI, Greater Noida, UP.

SCHEDULE – B

FLOOR PLAN OF THE APARTMENT

APARTMENT/UNIT NO.----- ON ----- FLOOR IN TOWER -----

SCHEDULE – C

PAYMENT PLAN

<i>APPLICANT (S)</i>			
Name (s)			
Flat / Unit No.			B----
Carpet Area	00.00 Sq. Mtr.	00.00 Sq. Ft.	
Super Area	00.00 Sq. Mtr.	00.00 Sq. Ft.	
Built-Up Area	00.00 Sq. Mtr.	00.00 Sq. Ft.	
Balcony Area	00.00 Sq. Mtr.	00.00 Sq. Ft.	
Payment Plan			SPL/CLP 80 : 20
At the time of Booking	5%		
Within 30 days from Booking	10%		
On Excavation	7.5%		
On Casting of Raft	7.5%		
On Basement Raft Casting	7.5%		
On Casting of 2nd floor	7.5%		
On Casting of 6th floor	7.5%		
On Casting of 10th floor	7.5%		
On Casting of 14th floor	10%		
On Casting of top floor	5%		
On Brick work	5%		
At the time of internal plaster	10%		
On Offer of Possession	10%		

