

**AGREEMENT TO SUB LEASE**

This Agreement to Sub Lease ('Agreement') is executed at Noida on this ..... day of ..... 20.....

**BETWEEN**

**Land Kart Builders Pvt. Ltd.** (PAN AADCL0533D), a company duly incorporated and registered under the Companies Act 1956, and under the provisions of the Companies Act, 2013, having its registered office at Plot No. SC 02/A-1, Sector 150, Noida, Gautam Buddh Nagar, Uttar Pradesh – 201310, represented by its authorised signatory, \_\_\_\_\_ (**AADHAAR NO.**), \_\_\_\_\_ authorised vide board resolution dated \_\_\_\_\_ (hereinafter referred to as the "**Promoter**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **FIRST PART;**

**AND**

**(FOR INDIVIDUALS)**

1. Mr./Ms. ....  
 Son/Daughter/Wife of Mr./Ms. ....  
 Resident of: .....  
 .....  
 (PAN .....) (AADHAAR NO. ....)
2. Mr./Ms. ....  
 Son/Daughter/Wife of Mr./Ms. ....  
 Resident of: .....  
 .....  
 (PAN .....) (AADHAAR NO. ....)
3. Mr./Ms. ....  
 Son/Daughter/Wife of Mr./Ms. ....  
 Resident of: .....  
 .....  
 (PAN .....) (AADHAAR NO. ....)
4. Mr./Ms. ....  
 Son/Daughter/Wife of Mr./Ms. ....  
 Resident of: .....

PROMOTER

ALLOTTEE(S)

.....  
(PAN .....)(AADHAAR NO. ....)

(hereinafter [singly/jointly] referred to as the **"Allottee(s)"**, which expression shall include his/her/their respective heirs, executors, administrators, legal representatives and permitted assigns) of the **THIRD PART**;

**OR**  
**(FOR PROPRIETORSHIP/ PARTNERSHIP FIRMS)**

M/s ..... (PAN .....), a proprietorship firm / partnership firm duly registered under the Indian Partnerships Act having its office at..... through its Partner / Proprietor Sh./Ms. ....(**AADHAR NO.** \_\_\_\_\_) authorized by all the partners (hereinafter referred to as the **"Allottee(s)"** which expression shall unless repugnant to the context or meaning thereof, be deemed to include the Sole Proprietor/ all partners of the partnership firm and his/ her/ their heirs, legal representatives, administrators, executors, successors and permitted assigns) of the **THIRD PART**;

**OR**  
**(FOR COMPANIES)**

M/s ..... (PAN .....) (CIN .....), a Company incorporated under the Companies Act, 1956/ 2013, having its registered office at..... through its duly authorized signatory Sh./Ms. ....(**AADHAR NO.** \_\_\_\_\_) 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 include its executors, administrator successors and permitted assigns) (a copy of Board Resolution along with a certified copy of Memorandum & Article of Association is appended herewith) of the **THIRD PART**;

# (Strike out whatever is not applicable)

The expressions, the "Company" and the "Allottee(s)" are hereinafter individually referred to as the **"Party"** and jointly as the **"Parties"**.

**DEFINITIONS**

For the purpose of this Agreement, unless the context otherwise requires:

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

**WHEREAS:**

- A. (i) New Okhla Industrial Area Development Authority (**"NOIDA"**) invited bids for allotment of sport city plot no.SC-02 Sector 150 admeasuring approx. 12,00,000 sq. mtrs (equivalent to 296 acres), (**"Sports City Plot"**) for the sports city project (**"Sports City Project"**). The

-----  
PROMOTER  
-----

-----  
ALLOTTEE(S)  
-----

tender was awarded under allotment-cum-reservation letter no. NOIDA/Commercial/2014/1498 dated 10 September, 2014 to Lotus Greens Constructions Pvt. Ltd. The Sports City Project is being developed by various entities, as per applicable Scheme, Leases, governmental rules and regulations of NOIDA. In furtherance to the Allotment Letter an area admeasuring 160 acres out of the Sports City Plot was sub-divided, being plot no.SC-02A Sector 150 (hereinafter referred to as the '**Allotted Plot**'). NOIDA demised the said Allotted Plot on lease for a period of 90 years commencing from 19 December 2014 in favour of Lotus Greens Constructions Pvt. Ltd. as lessee thereof, by and under Lease Deed dated 19 December 2014, ('**December Lease Deed**') duly registered in the Office of the Sub-Registrar II, vide Book No.1, Document No.6486, Page No. 275 to 310 at Serial No.11297 and Lease Deed dated 8 May 2015, ('**May Lease Deed**') duly registered in the Office of the Sub-Registrar II, vide Book No.1, Document No.6710, Page No. 1 to 36 at Serial No.3176 (together hereinafter referred to as the said "**Lease Deeds**"). Lotus Greens Constructions Pvt. Ltd obtained permission from NOIDA under Letter No. NOIDA/Commercial/2016/471 dated 6 June 2016, for sub-lease in favour of the Promoter herein, an area of approx. 83,970 sq. mtrs (equivalent to 20.74 acres) being part of the said Allotted Plot, bearing new Plot No. SC-02/A1 Sector 150, NOIDA, District Gautambudh Nagar, Uttar Pradesh (hereinafter referred to as the '**said Larger Property**') more particularly described in the **First Schedule** hereunder.

- (ii) Pursuant to the aforesaid permission, Lotus Greens Constructions Pvt. Ltd. sub-leased the said Larger Property by and under a Sub-Lease dated 15 June, 2016 duly registered in the office of Sub-Registrar II, Noida, vide Book No.1, Document No.7881 Page No. 301 to 350, at Serial No. 6336 dated 17 June, 2016 (hereinafter referred to as said "**Sub-Lease Deed**") to the said Promoter. The said Sub-Lease Deed is confirmed by NOIDA under Letter No. NOIDA/Commercial/2016/566 dated 8 July 2016 and taken on record, for the purpose of construction and development of residential group housing complex forming part of the overall development of the Sports City. Pursuant to the above, the Promoter intends to cause to develop and is developing the said Larger Property as a residential/commercial/retail project by optimum utilization of the floor area ratio (F.A.R) together with the infrastructure and common areas and amenities thereof, in accordance with applicable laws (after considering setback, ground coverage, green area, car parking etc.) as a group housing complex.
- (iii) In order to develop the said Larger Property, the Promoter has obtained approvals/permissions from NOIDA and various statutory authorities. Further, the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 read with Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 ("**Rules**") with the Uttar Pradesh Real Estate Regulatory Authority.
- (iv) Thereafter, Tata Value Homes Pvt. Ltd. acquired 51% shareholding in the Promoter company on the 18 July, 2019 post receiving 2/3 consent of existing customers, UPRERA Authority and the NOIDA Authority.
- (v) The Allottee(s) is aware and acknowledges that the land under the Larger Property falls within the overall development of Sports City Project being developed by various entities. The Allottee(s) further acknowledges that it does not have any right in relation to the development/ proposed development in the remainder of Sports City Project and/ or the said Larger Property and hereby expressly gives its no objection to any development in the remainder of Sports City Project by other entities including the Promoter.

**B.** The said Larger Property is earmarked for the purpose of building of a residential project comprising of multi storeyed apartment buildings consisting of apartments, tenements, dwelling units and premises of all kinds, for residential, and/or any other authorized use, together with provision of parking spaces and other necessary amenities and services thereto, for the purpose

PROMOTER

ALLOTTEE(S)

of selling, leasing or otherwise transferring the same to the prospective purchasers, lessees and other transferees, at its own risk and responsibility (collectively referred to as **"Project"**) in the manner and on the terms, conditions, stipulations and provisions of approvals and the said Project shall be known as **"Eureka Park"**. The Promoter is desirous of developing the land area of admeasuring [\*\*\*] acres/ [\*\*\*\*] sq. mtrs, (including area of [\*\*\*\*] sq. mtrs, referred as **"Building Area"**) being part of the Larger Property and more particularly described in **Second Schedule** hereto and hereinafter referred to as the **"said Land"**, under a new phase (hereinafter referred to as the **"Phase II Project"**). The said Phase II Project would comprise of a multi storeyed building/s and structures thereon consisting of flats, apartments, tenements, dwelling units and premises of all kinds, for residential, and/or any other authorized use, together with provision of parking spaces and other necessary amenities and services thereto, for the purpose of selling, leasing or otherwise transfer the same to prospective purchasers, lessees and other transferees, at his own risk and responsibility.

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Larger Property on which the Project is to be constructed has been completed.
- D. The Promoter have commenced the development of the Phase II Project only after obtaining the approvals, permissions, plans etc. from the competent authorities in its name. Further, the Promoter shall obtain the necessary approvals from the competent authorities from time to time, so as to obtain such certificate for use and occupation for Phase II Project, post completion of construction.
- E. The Promoter says that it has received Approval of Building Plans from Noida dated 24 October, 2016 for the development of the Project.
- F. The Allottee(s) has applied vide an Application form, to the Promoter for sub-lease of an apartment (herein after referred to as the said **"Unit"**) along with pro-rata share in the common areas as defined under clause (n) of Section 2 of the said Act. The details of the Application form, the Unit, including unit number, the floor number, carpet area, wing/ building/ tower (herein after referred to as the said **"Building"**) are more particularly set out in **Schedule "A"**. At the time of booking, the Allottee(s) has been informed by the Promoter about the payment schedule, installments to be paid as the payment schedule agreed between the Parties and other payments related terms and conditions including but not limited to interest along with applicable taxes payable on delayed payments and delayed possession. On the basis of such above Application, the Promoter has offered to the Allottee(s) the said Unit as per terms and conditions mentioned herein. The authenticated copy of the floor plan of the said Unit agreed to be acquired by the Allottee(s) on sub-lease is set out in **Schedule "B"**. The Allottee(s) has agreed to take the said Unit on sub leased for the Total Price as set out in Schedule A and payable as per the Payment Schedule more particularly set out in **Schedule "C"**, along with such additional deposits and other outgoings being listed out therein (hereinafter referred to as the said **"Additional Outgoings"**). The amounts mentioned in Schedule C are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to TDS, GST and its effect, Land under construction tax, local body tax, External development charges, infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities), lease rentals and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty charges, registration charges, both present and future, applicable and levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the Unit and/or the transaction contemplated herein and/or in respect of the Total Price and/or the other amounts, which shall be payable by the Allottee(s). The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Allottee(s). At the request of the Allottee(s), the Promoter hereby agrees to allot to the Allottee(s), car park at such location as mentioned in **Schedule "A"** hereto for his own use and not otherwise. The list of amenities and specifications, to be provided by the Promoter in the

PROMOTER

ALLOTTEE(S)

said Unit are set out in **Schedule "D"** hereto. The list of amenities and specifications, to be provided by the Promoter in the Project are set out in **Schedule "E"** hereto.

**G.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

**H.** Additional disclosures and details:

**a. The Promoter has further informed to the Allottee(s) as under:**

- (i) A copy of the authenticated approved plan of the said Larger Property delineated in bold boundary line is annexed hereto as **"Annexure 1"**.
- (ii) A copy of the authenticated approved plan demarcating the said Building Area within the said Larger Property in hatched lines, is annexed hereto as **"Annexure 2"**.
- (iii) Details of final plans, specifications and approvals etc. for the Phase II Project are as mentioned in **"Annexure 3"**.
- (iv) The authenticated copy of the Approval of Building Plans from Noida dated 24 October, 2016 is annexed hereto and marked **"Annexure 4"**.
- (v) The Promoter will have the right to decide upon the schedule of development of the Larger Property and which units/s/premises/apartments to be developed first. All the unit/s/premises/apartments may not be constructed simultaneously. The Phase II Project will be completed in various construction phases/slabs and availability of few common amenities, facilities, services will be dependent on the construction phasing and planning. The Allottee shall be entitled to use common amenities, facilities, services of the Project subject to the rules, regulations / guidelines framed by the Promoter and / or the said Association (defined hereunder) as the case may be.
- (vi) The Promoter has commenced the construction of the Phase II Project and is proposed to consist of residential tenements, dwelling units and premises of all kinds, for residential, and/or any other authorized use, together with provision of parking spaces and other necessary common areas, amenities, clubhouse and services thereto. The Project consists of

<b>Tower type</b>	<b>Floor</b>	<b>Stilt</b>	<b>Basement</b>

- (vii) The Promoter has entered into an agreement with an Architect M/s. ACPL DESIGN Ltd., having their address at E-24, South Ext, Part-1 New Delhi-110049 registered with the Council of Architects.
- (viii) The Promoter through its Architectural M/s ACPL has appointed a structural Engineer M/s. TPC Technical Projects Consultants Pvt. Ltd. having address at B-74 Sector - 57 Noida for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the buildings.
- (ix) The authenticated copies of Certificate of Title from the Advocates of the Promoter along with details of encumbrances and litigations as on date of registration of the said Phase II Project are annexed hereto and marked as **"Annexure 5 (colly)"**. The Allottee(s) have verified and are satisfied with all the title documents and deeds, which entitles the Promoter to allot premises/ units/apartment in the said Phase II Project.
- (x) The Promoter is constructing and providing certain common area, amenities, facilities and specifications (hereinafter referred to as the said **"Amenities"**) in the said Building, said Phase II Project and said Land, available for use and enjoyment of the Allottee(s) of Phase II Project. Furthermore, these Amenities constructed by the Promoter in this phase

PROMOTER

ALLOTTEE(S)

shall be used jointly by all the purchasers of the said Larger Property in the manner as may be decided by the Promoter and the Allottee(s) shall not object to the same in any manner whatsoever. The Allottee(s) shall be entitled to use such Amenities, subject to the rules, regulations / guidelines framed by the Promoter and / or the said Association (defined hereunder) as the case may be.

- (xi) The Phase II Project bears RERA registration no. [\*\*\*\*] valid until [\*\*\*\*] available at website link <http://up-rera.in>. The authenticated copy of the RERA registration certificate for the Project is annexed herewith as “**Annexure 6**”.

**b. The Allottee has confirmed and acknowledged that:**

- (i) The Allottee(s) confirms that they have chosen to invest in the said Phase II Project after exploring all other options of similar properties available with other Promoters/ Promoter and available in re-sale in the vast and competitive market in the vicinity and further confirm that the booking in this Phase II Project is suitable for their requirement and therefore has voluntarily approached the Promoter for purchase of the Unit.
- (ii) The Allottee(s) with full knowledge that the Promoter has obtained all necessary approvals from the competent authorities for the development of the said Land has requested for the booking of the Unit. The Allottee(s) have demanded from the Promoter and the Promoter has upon such demand from the Allottee allowed inspection to the Allottee(s) the approvals, documents, plans and permissions and also displayed at its offices all such approvals as mentioned in “**Annexure 3**” and “**Annexure 4**”.
- (iii) The Allottee(s) is aware and acknowledges that the land under the Larger Property falls within the overall development of Sports City Project being developed by various entities as per applicable Scheme, Leases, governmental rules and regulations of NOIDA, as amended from time to time. Notwithstanding anything to the contrary mentioned under this Agreement, the Allottee(s) is aware that the Allottee(s) shall have ownership rights of the area of the Unit alone and no rights of any kind shall accrue to the Allottee(s) in any part on the Larger Property, institutional area/ blocks, school, sports complex, shops, club etc. which are not part of the said Land and against which no amount has been paid by the Allottee(s) to the Promoter and the same shall always remain the property of the Promoter and be dealt in a manner the Promoter may deem fit. The Allottee(s) further acknowledges and agrees that any and all obligations, rights, duties and benefits available to the Allottee(s) (which shall be available only on transfer of Unit) are solely in relation to the Project and not in relation to any other part of the Sports City. The Allottee(s) further acknowledges that he does not have any right in relation to the development/ proposed development in the balance land plot of Sports City and hereby expressly gives his no objection to any development in the remainder of the Sports City including on account of an increase in Floor Area Ratio (FAR) (of the Sports City) or total land available for development, modification of the master plan of said Plot and Sports City due to change in applicable governmental laws, rules and regulations, etc.
- (iv) The Allottee(s) is also aware that the Tennis Centre as per the Master Plan and Area Chart Sanction of the Sports City Sector 150 dated 17 January, 2017 issued by the Architecture and Town Planning Department, NOIDA is situated in the said Land wherein the Phase II Project is been constructed. The Allottee(s) is aware that the Tennis Centre is part of the common sports facility of the Sports City and all the residents and occupants of the Sports City, including the residents of the Phase II Project shall be entitled to use the Tennis Centre. Further, all the residents and occupants of the Sports City shall have free ingress and egress to the Phase II Project, with respect to the Tennis Centre.
- (v) At the time of booking the Allottee(s) has been informed by the Promoter the payment schedule, installments to be paid as the payment schedule agreed between the parties and other payments related terms and conditions including but not limited to interest along with applicable taxes payable on delayed payments.
- (vi) On demand from the Allottee(s), the Owners and the Promoter has allowed inspection to

PROMOTER

ALLOTTEE(S)

the Allottee(s) and/ or provided at its offices for the Allottee(s), the following documents :-

- a. the details of the Amenities within the Phase II Project, Larger Property and of the said Unit and such other relevant documents;
- b. the stage wise time schedule of development and completion such Amenities as mentioned above;
- c. payment schedule, installments to be paid as the payment schedule agreed between the parties and other payments related terms and conditions including but not limited to interest along with applicable taxes payable on delayed payments, as mentioned in **Schedule A and C**.
- d. details on the provisions of civic and infrastructure facilities such as, electricity, sewer, sanitation, municipal water, external access roads to be provided by the concerned government or Local Authority or body, viz Internal Development Works and the External Development Works as mentioned in **Schedule E**.

- (vii) The Allottee(s) acknowledges and confirms that the Promoter's liability is limited to the said Land and to what is committed to be constructed and delivered in the said Phase II Project. The Promoter at its sole discretion can independently deal with the said Larger Property in any manner whatsoever. The Allottee(s) has/have knowledge of the applicable laws, notifications and rules applicable to the said Unit and the Phase II Project and understand/s all limitations and obligations in respect of it and there will be no further investigation or objection by the Allottee(s) in this regard.
- (viii) Prior to the execution of these presents, the Allottee(s) has/have paid to the Promoter such sums only as mentioned in **Schedule C**, being part payment of the Consideration of the Unit agreed to be sub leased by the Promoter to the Allottee(s) (the payment and receipt whereof the Promoter hereby admit and acknowledge) and the Allottee(s) has/have agreed to pay to the Promoter the balance of the Consideration and other charges in the manner appearing in the payment schedule mentioned in **Schedule C** and as may be demanded by the Promoter.
- (ix) The Allottee(s) confirms that the name and address of the Real Estate Agency /Broker/ Channel Partner and his/their Registration number is mentioned in **Schedule A** (if applicable). The Promoter shall not be liable to the Allottee(s) for any details, information and representations provided by such Real Estate Agent /Broker/ Channel Partner, which are incorrect and not provided in this Agreement.
- (x) The Allottee(s) has represented and warranted to the Promoter that the Allottee(s) has the authority and eligibility to enter into and perform these presents and has clearly understood his rights, duties, responsibilities and obligations under this Agreement. The Allottee(s) hereby undertake/s that he/she/they shall abide by all laws, rules, regulations, notifications and terms and shall be liable for defaults and/ or breaches of any of the conditions, rules or regulations as may be applicable to the Project and the said Unit.
- (xi) The carpet area of the said Unit is mentioned in **Schedule A** in square meters. "Carpet Area" means the net usable floor area of a Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit. "Exclusive Balcony / Verandah Area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a Unit, meant for the exclusive use of the Allottee(s). "Exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of a Unit, meant for the exclusive use of the Allottee(s).

I. 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.

J. Relying upon the aforesaid application, the Promoter has agreed to allot and give on sub lease to the Allottee(s), and the Allottee(s) has/have agreed to take on Sub-lease the said Unit at the Total Price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

PROMOTER

ALLOTTEE(S)

- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to give on sub lease and the Allottee hereby agrees to take on sub lease the Unit as mentioned in Schedule A.
- L. Under section 13 of the said Act the Promoter is required to execute and register a written agreement for sub lease of said Unit with the Allottee(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908, as amended from time to time. The Parties have agreed to the terms and conditions of this Agreement as set forth hereinafter and confirm that the recitals shall form a part of the Agreement between the Parties.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:**

**1. PROJECT**

- (i) The Promoter has commenced development of the said Larger Property in various phases and is developing a land area admeasuring [\*\*\*] acres/ [\*\*\*\*] sq. mtrs, (including area of [\*\*\*\*] sq. mtrs, referred as "Building Area"), being part of the said Larger Property, more particularly described in Second Schedule hereto and referred as the "**said Land**", under a new phase referred as the "**Phase II Project**"). The Promoter intends to construct and develop the said Land as a Phase II Project for residential use and/or such other authorized use by optimum utilization of the Floor Area Ratio (FAR) together with the infrastructure and common areas and amenities thereof, in accordance with the applicable laws (after considering setback, ground coverage, green area, car parking etc.) as a complex. The Promoter has under its said obligation, commenced construction of the Phase II Project in accordance with the said plans, designs and specifications.
- (ii) The Promoter has informed that Allottee(s) and the Allottee(s) is aware that the "Tennis Centre" comprising of tennis courts are as per the Master Plan and Area Chart Sanction of the Sports City Sector 150 dated 17 January, 2017 issued by the Architecture and Town Planning Department, NOIDA and are situated in the said Land wherein the Phase II Project is been constructed. The Allottee(s) is aware that the Tennis Centre is part of the common sports facility of the Sports City and all the residents and occupants of the Sports City, including the residents of the Phase II Project shall be entitled to use the Tennis Centre. Further, all the residents and occupants of the Sports City shall have free ingress and egress to the Phase 1 Project, with respect to the Tennis Centre.
- (iii) The Allottee(s) confirms that all Amenities (to the exclusion of amenities under the common sports facility of the Sports City) common pathway, driveway, access roads, club house, common areas, recreational ground area and all such areas which are for common use and enjoyment of all the occupants, purchasers and users of the said Larger Property shall be jointly used and maintained by all purchasers of the said Larger Property, including Phase II Project. The Allottee(s) waives his rights to raise any objection in this regard.
- (iv) The Promoter has informed the Allottee(s) and the Allottee(s) hereby confirms and acknowledges that the Larger Property is being developed by the Promoter in a phase-wise manner as may be decided by the Promoter in its absolute discretion from time to time. The Allottee(s) further acknowledges and confirms that the Promoter may, at any time, revise/modify the layout master plan of the Larger Property, except for the current phase and project, in such manner as the Promoter may deem fit, in its sole discretion in accordance with the provisions of applicable laws. However, the same is subject to the sanction of the competent authorities and/or may undertake revision and modification any of the aforesaid phases, if required by the competent authorities.
- (v) The Promoter hereby declares that the Floor Area Ratio available as on date in respect of the said Larger Property is: [\*\*\*\*] sq mtrs. only and Promoter may utilize any balance Floor Area Ratio by availing of TDR or FAR available on payment of premiums or FAR

PROMOTER

ALLOTTEE(S)



available as incentive FAR by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FAR which may be available in future on modification to the Development Control Regulations. The Allottee(s) has agreed to the allotment and sub lease of the the said Unit based on the proposed construction and sub-lease of units to be carried out by the Promoter by utilizing the proposed FAR and on the understanding that the proposed FAR shall belong to the Promoter only.

- (vi) The Allottee(s) has been informed and hereinafter acknowledges that the FAR proposed to be consumed in the Phase II Project may not be proportionate to the area of the said Land on which it is being constructed and be in proportion to the total area of the said Larger Property taking into account the FAR to be utilized for all buildings to be constructed thereon. The Promoter in its sole discretion, may allocate such FAR for each of the buildings being constructed on the said Land as it thinks fit and the Sub Lessees of the units in such buildings (including the Allottee(s) herein) are agreeable to this and shall not dispute the same or claim any additional FAR or constructed area in respect of any of the structures, building or on the said Land.
- (vii) The Allottee(s) further acknowledges that, at its sole discretion (i) the Promoter shall also be entitled to freely deal with other phases comprised in the said Larger Property (along with the FAR/TDR or otherwise) including by way of sale or transfer to any entity as the Promoter may deem fit and (ii) the Promoter may also sell/transfer its stake in the other phases to any person as it deem fit, in accordance to the then existing and applicable laws. The Allottee(s) has entered into this Agreement knowing fully well the scheme of development to be carried out by the Promoter on the said Land and the said Larger Property.
- (viii) The unutilized / residual FAR (including future incremental or enhancement due to change in law or otherwise) in respect of the said Land shall always be available to and shall always be for the benefit of the Promoter and the Promoter shall have the right to deal or use the FAR and/or TDR as it may deem fit, without any objection or interference from the Allottee(s) or Association or Apex Association or Apex Association/s. In the event of any additional FAR in respect of the said Land or any part thereof being increased as a result of the any favorable relaxation of the relevant building regulations or increase in incentive FAR or otherwise, at anytime, hereafter, the Promoter alone shall be entitled to the ownership and benefit of the all such additional FAR for the purpose of the development and / or construction of structures on the Land and the said Larger Property as may be permissible under applicable law.
- (ix) In the event the land adjoining to the said Land is owned/developed by the Promoter (or the Promoter's wholly owned subsidiary, group Promoter or associate Promoter), the Promoter reserves the right to develop the same, either by amalgamating the same with the said Land and/or sub-dividing and/or amalgamating the said Land and the adjoining land, as the Promoter may deem fit and proper in accordance with the applicable laws, so as to utilize the full potential of the FAR available.
- (x) It is clarified that Project's facilities and amenities other than declared as independent areas in the Deed of Declaration shall be available only for use and enjoyment of the allottees of the Project.

**2. UNIT**

- (i) The Allottee(s) hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee(s) by way of execution Sub Lease, residential apartment as detailed in Schedule A (hereinafter referred to as "**the Unit**") of the said Phase II Project as shown in the approved floor plan, hereto annexed and marked **Schedule B** for such Consideration as mentioned in **Schedule C**, which includes the proportionate price of the common areas and facilities in relation to the said Unit, to be paid as per the payment schedule as mentioned in **Schedule C**. The nature, extent and description of certain common area, amenities, facilities and specifications (hereinafter referred to as the said "**Amenities**") in the said Unit, said Building, said Phase II Project and said Larger

PROMOTER

ALLOTTEE(S)

Property are more particularly described in the **Schedule D** and **Schedule E** annexed herewith. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities in the said Unit and details thereof is provided by the Promoter as are set out in **Schedule D** and **Schedule E**, annexed hereto.

- (ii) The Promoter hereby agrees to allot to the Allottee(s), car park at such location as mentioned in **Schedule A** for his own use and not otherwise. Earmarking of the parking number will be done at the time of handing over the possession of the Unit. Each allotted car parking space will entitle the Allottee(s) the right to park only one vehicle. In case of transfer of the said Unit, the right to use the car parking space shall be automatically transferred along with the said Unit. The right to use the car parking space under no circumstances is separately transferable. The Allottee(s) agree/s that only the allotted car parking space would be used exclusively for parking of his/her/their light motorized vehicles and would not be used as storage otherwise.
- (iii) The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Building is complete and the occupation certificate/completion certificate (or such other certificate by whatever name called issued by the competent authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area (subject to a variation cap of +/- three percent), then the Promoter shall refund the excess money paid by the Allottee within forty-five days with annual interest along with applicable taxes at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. In such event the only recourse of the Allottee(s) shall be refund by the Promoter of the excess money as per applicable law. If there is any increase in the carpet area (subject to a variation cap of +/-three percent) of the Unit, the Allottee(s) shall make payment for such area with the next milestone of the Payment Schedule and/ or on or before possession and the Allottee(s) shall not be entitled to cancel and terminate this booking on account for this variation. Such monetary adjustment shall be made in proportion to the Consideration.

**3. CONSIDERATION**

- (i) The Consideration as agreed between the parties for the said Unit is mentioned in **Schedule C**. It is also agreed between the Parties that the Consideration includes the proportionate right, title and interests in common areas with respect of the said Unit. The amounts mentioned in **Schedule C** are exclusive of all taxes, charges, levies, cess etc. which may be levied by any appropriate authorities.
- (ii) The Consideration amount as agreed between the parties for the said Unit is mentioned in **Schedule A**. The Consideration includes all other expenses, charges, deposits, lease rent, maintenance deposit, club house membership fees, all other amounts as mentioned in the Application Form, upon payment of which the Allottee(s) shall be entitled to have right, title and interest in the said Unit. The amounts mentioned in **Schedule A** are exclusive of all taxes, charges, levies, cess etc. which may be levied by any appropriate authorities and payable by the Allottee(s) separately.
- (iii) The Allottee(s) has/have paid such amounts as mentioned in **Schedule C** till the execution of this Agreement as part payment of the Consideration for the said Unit to the Promoter, the receipt whereof, the Promoter does hereby acknowledge. The Allottee(s) agree/s to pay the balance Consideration as per the payment schedule as mentioned in **Schedule C** to the Promoter and as may be demanded by the Promoter, time being of the essence.
- (iv) The Allottee(s) shall on or before delivery of possession of the said Unit or as demanded by the Promoter, pay and keep deposited with the Promoter such additional deposits and list of other outgoings as specified in **Schedule C**.
- (v) The Consideration and the Additional Outgoings as mentioned above excludes all taxes, charges, levies, cess etc., applicable on construction, transfer, sale and sub-lease of Unit to the Allottee(s) and applicable on the construction, project cost, work contracts on the said Land and the Larger Property, including but not limited to Goods and Services Tax

PROMOTER

ALLOTTEE(S)

(GST), education cess, lease rentals etc. both present and future or in any increase thereof, as may be applicable from time to time. Such amounts shall be separately charged and recovered from the Allottee(s), on pro-rata basis. The Allottee(s) would also be liable to pay interest along with applicable taxes / penalty/ loss incurred by the Promoter on account of Allottee(s)'s failure and/ or delay to pay such taxes, levies, cess, statutory charges etc. Further, all stamp duty amount, registration charges, statutory charges, lease rental, all taxes, levies, cess etc. as may be applicable, due and levied by NOIDA or any statutory or local authority with respect to construction, transfer and purchase of the said Unit and transfer of lease of the said Unit in favour of the Allottee(s), it shall be the sole obligation of the Allottee(s) under this Agreement to pay such amounts and such amounts are excluded from the computation of the Consideration and the Additional Outgoings.

- (vi) The Promoter shall not accept payment by cash and/ or deposit of cash in the designated account of the Promoter and such payment shall not be accepted and continue to appear as outstanding against the Unit. The Promoter shall accept payments towards your booking from the account(s) of the Allottee(s) and/ or Joint Allottee(s) only. It is clarified that payments received from any third parties / non - allottee(s) will be returned to the remitter and such payment shall continue to appear as outstanding against the Unit. Payments will be accepted from Joint / Co-Allottee(s) accounts, demand draft payment from the bank where the Allottee(s) has taken a loan for the said Unit, guardian as per the application status making a payment on behalf of a minor's booking. The Promoter shall not accept payments from third parties under the following criterion:
  - i. Payments made by Allottee(s)'s family member/ friend (parents, spouse, siblings etc.);
  - ii. Payments made by a company on behalf of the Allottee(s) (where such Allottee(s) is a shareholder or director of such company);
  - iii. Individual making payment on behalf of the company being the Allottee(s) (in case of company booking);
  - iv. Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Allottee(s) account only, the exception being DDs/Banker's Cheque received from the mortgagor bank of the Allottee(s).
- (vii) The Allottee(s) is aware of the applicability of Tax Deduction at Source (TDS) with respect of the Unit. Further, the Allottee(s) is aware that the Allottee(s) has to deduct the applicable TDS at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
- (viii) The amounts mentioned as Additional Outgoings as mentioned in **Schedule C** herein are provisional and based on estimates. If there are any additional charges and/ or increase in the existing charges due to actual cost incurred or demand by statutory authority and/ or otherwise, any shortfall shall be paid by the Allottee(s). The Allottee(s) shall separately pay the common area maintenance charges ("**CAM Charges**") as per the terms of this Agreement. The Allottee(s) shall be liable to pay both the deposits and the monthly expenses towards CAM charges in accordance with this Agreement, time being of the essence.
- (ix) Individual electricity connection/ meter charges, water / storm water connection charges, sewerage connection charges, FTTH/ FTTF/ FTTB Infrastructure Charges, IGL/ LPG connection charges including its infrastructure charges, deposits to the concerned authorities, on account of additional fire safety measures undertaken, broadband, internet connection charges, increases in securities of water, electricity etc., any new infrastructure augmentation charges and increase thereof for bulk supply of electrical energy and all / any other charges as mentioned under **Schedule A** are not included in the Consideration of the said Unit and the actual/ proportionate amount shall be additionally payable by the Allottee(s) on or before the offer of possession of the said Unit.

PROMOTER

ALLOTTEE(S)

- (x) The Allottee(s) shall pay all cost, charges and expenses with respect to formation of the Association and sub-leasing of undivided proportionate title in the common areas to the Association and Apex Association (as the case may be), subject to terms and conditions as laid down by NOIDA and applicable laws. These charges and expenses shall include but not limited to professional costs of the attorney-at-Law/Advocates of the Promoter, share money, legal charges, proportionate stamp duty, registration charges and other expenses for Tripartite Deed of sub-lease of the said Unit, Deed of sub lease in favour of the Association and Apex Association (as the case may be) for undivided proportionate title in the common areas in the said Land and Larger Property, society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of sub lease, as the case may be at any time on or before the execution and registration of the Deed of Sub Lease.
- (xi) The Consideration is escalation-free, save and except the charges stated herein and escalations/increases/impositions due to increase in carpet area of the unit, 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/ local bodies/Government from time to time, including but not limited to internal development charges, external development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the competent authority/ local bodies/Government.
- (xii) In case of any financing arrangement entered by Allottee(s) with any Bank or Financial Institution with respect to the purchase of the said Unit, the Allottee(s) undertakes and confirms to direct such Bank or Financial Institution to and shall ensure that such Bank or Financial Institution disburse all such amounts and installments as mentioned in **Schedule C**, due and payable to Promoter through an account payee cheque/demand draft drawn in favour of such account as mentioned in **Schedule A**. In any event it shall be the obligation of the Allottee(s) to make timely payments in accordance with the terms of this Agreement.
- (xiii) In the event of dis-honour of any payment instruments or any payment instructions by or on behalf of the Allottee(s) for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee(s) of the dishonour of the cheque and the Allottee(s) would be required to promptly tender a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including the Dishonour Charges of Rs. 5000/- (Rupees Five Thousand only) (for each dis-honour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the sub-lease, subject to provisions hereunder. In the event the Allottee(s) comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonor of any payment cheque, the Promoter has no obligation to return the original dishonored cheque.
- (xiv) The Allottee(s) agree/s that 10% (ten percent) of the Consideration shall be treated as ("Booking Amount" or "Earnest Money") to ensure fulfilment by the Allottee(s) of the terms and conditions, as contained herein. The Allottee(s) shall make timely payments of the outstanding, amounts due and payable (including the Allottee(s)'s proportionate share of taxes levied by concerned local authority, Additional Outgoings, provisional CAM charges etc.) payable by him/her and meeting the other obligations under this Agreement as provided in **Schedule C**. Time is the essence, with respect to the Allottee(s)'s obligations to pay all such amounts as mentioned in this Agreement and also to perform or observe all the other obligations of the Allottee(s) under this Agreement.
- (xv) The Allottee(s) irrevocably confirms that the Promoter may, at its sole discretion, waive in writing any breach by the Allottee(s) under this Agreement. It is expressly agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of any allottee of the

PROMOTER

ALLOTTEE(S)

residential units shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of any other allottee or for a subsequent breach. It is irrevocably agreed by the Allottee(s) that on all amounts received, the Promoter shall first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous instalments, thereafter towards the interest levied on the previous pending instalment (if any), thereafter the pending instalment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current instalment due, thereafter towards the interest levied on the current instalment (if any) and then on the current instalment amount.

- (xvi) Payment of outstanding amounts due and payable shall have to be paid by the Allottee(s) within fifteen (15) days from the Promoter's Demand Letter, failing which the Promoter shall be entitled to charge interest as per applicable law on all delayed payments. Payment within time would be deemed to be essence of the terms of these presents. Part payments shall not be accepted. The Allottee(s) agrees to pay to the Promoter the outstanding amounts including interest as mentioned hereinabove, from the due date till the date of receipt of amounts or realization of the cheque by the Promoter, whichever is later.
- (xvii) Without prejudice to the rights of the Promoter to charge interest in terms of the clauses herein, upon the Allottee(s) committing breach of any of the terms of the Agreement including default in payment of any outstanding amount, due and payable by the Allottee(s) to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall issue a notice of such default to the Allottee(s) and the Allottee(s) shall be provided with a period of fifteen (15) days from the date of such notice to cure the said default or breach. In the event that the Allottee(s) fails to cure such default or breach, within fifteen (15) days from the date of notice (or such default or breach is not capable of being rectified), the Promoter shall if the default continues for a period of three(3) months, have the option to cancel and terminate this Agreement (with 30 days notice) by sending a cancellation letter by Registered Post AD at the address provided by the Allottee(s) and/or mail at the e-mail address provided by the Allottee(s), intimating him of the specific breach/ default or breaches/defaults of terms and conditions in respect of which the Promoter is cancelling and terminating this Agreement.
- (xviii) On such cancellation, the sub-lease/booking/agreement for the said Unit shall stand immediately cancelled and the Allottee shall have no right whatsoever with respect to the said Unit.
- (xix) Upon cancellation of the sub-lease and/or termination of the Agreement (as the case may be), the Promoter shall refund all such amounts paid by the Allottee(s) till the date of cancellation without interest subject to forfeiture of the following amounts as detailed hereunder being the liquidated damages payable to the Promoter:
  - a) Booking Amount or the actual amount paid, whichever is higher, subject to a maximum of 10% of the Consideration.
  - b) Taxes, cess, levies, charges, assessments, stamp duty, registration charges etc. paid on all such amounts and all other impositions which may be levied by the appropriate authorities.
  - c) Total interest accrued along with applicable taxes on account of the delay/default in payment of any Instalment/s and other charges as per the payment plan calculated till the date of the cancellation/termination letter;
  - d) Amount of penalty (including taxes) for dishonor of cheque (if any) by the Allottee(s) under this Application/ Agreement;
  - e) All amounts or amounts equivalent to any subvention cost (if the Allottee(s) has opted for subvention plan), benefits, discounts, rebate, concession, gift card, white goods (inclusive of taxes) etc. granted to the Allottee(s) by the Promoter in respect of the booking of the Allottee(s) irrespective of whether such benefits have been utilized by the Allottee(s) until the date of cancellation of the said Unit;

PROMOTER

ALLOTTEE(S)

- f) All amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by the Promoter in respect of the booking of the Allottee(s).
- g) All outgoings, deposit and other charges as specified in **Schedule C** paid till the date of issuance of the cancellation/termination letter including amounts towards formation of Association/ Apex Association (as may be applicable).
- h) Administrative charges, mediation fees and/ or such amounts incurred towards insurance by the Promoter in respect of the booking of the Unit.
- (xx) The Promoter shall have the first lien and charge on the said Unit for all its dues and other sums unpaid due and payable by the Allottee(s) to the Promoter. The Allottee(s) shall not transfer its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee(s) under this Agreement, to the Promoter. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoter.
- (xxi) The Allottee(s) further agrees that the Promoter shall refund the 50% of balance amounts within 45 days of such cancellation and remaining 50% of the balance amount on realotment of the Unit or at the end of one year from the date of cancellation, whichever is earlier either by way of (i) personal hand delivery of cheque(s) to the Allottee(s) or (ii) courier of cheque(s) to the Allottee(s) at the aforementioned address mentioned in this Form or in the Agreement to Sub Lease, or (iii) through any other means as the Promoter may deem fit. The Promoter may at its discretion also make refund through RTGS to the Allottee(s) as per account details for refund as mentioned in the Application form or Agreement signed by the Allottee(s). In case of Allottee(s) who have availed home loan and mortgaged the said Unit to any Bank/ Financial Institution, such refund to Allottee(s) shall be processed post intimation to any Bank/ Financial Institution and release of amounts to such Bank/ Financial Institution as per agreements, documents, papers etc. signed between the Allottee(s) and such Bank/ Financial Institution and the Allottee(s). In the event the Allottee(s) is untraceable and/or unreachable and /or does not accept refund amount, the Promoter shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter's liability shall end on such date. Such refund shall be in the name of the first applicant (as per the Application Form) /lender (in case the Allottee(s) has procured a loan from a bank/ financial institution), as the case may be. This shall be full and final discharge of all obligations on the part of the Promoter or its employees and the Allottee(s) will not raise any objection or claim on the Promoter in this regard.
- (xxii) Upon the cancellation and termination of the sub-lease of the Unit, the Allottee(s) shall not have any right title or interest with respect to the Unit and the Promoter shall be at a liberty to sell or otherwise dispose off the Unit to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, absolute and unfettered discretion think fit and proper and the Allottee(s) waive their right to raise any objection or dispute in this regard.
- (xxiii) The Allottee(s) hereby also covenant/s to observe and perform all the terms and conditions of the booking, and/or sub-lease and/or this Agreement to keep the Promoter and its agents and representatives, estates and effects indemnified and harmless against the rights, responsibilities and obligations of the Allottee(s) to the Promoter under this Agreement. Further, the Allottee(s) shall indemnify the Promoter also against any loss or damages that Promoter may suffer as a result of non-payment of any amount herein including the Consideration, non-observance, or non-performance of the terms and conditions mentioned herein. The Allottee(s) confirms that the Promoter shall have a right of first herein on the Unit in the event any amounts are outstanding to the Promoter. The Allottee(s) further confirms that this clause be applicable even post possession being handed over to the Allottee(s).

PROMOTER

ALLOTTEE(S)

**4. POSSESSION AND COMPENSATION**

- (i) The Promoter shall endeavor to give possession of the said Unit to the Allottee(s) on or before the date specified in **Schedule A ("Date of Possession")**. Further, the Promoter shall endeavor to give possession of the said Amenities to the Allottee(s) on or before the date specified in **Schedule D and Schedule E ("Time Schedule of Completion")**. The Date of Possession and Time Schedule of Completion shall be subject to the provisions of the sub-clauses herein and also subject to Force Majeure circumstances and reasons beyond the control of the Promoter.
- (ii) In the event the possession is delayed beyond the date as agreed hereinabove interalia for any reason, the Promoter shall be entitled to extension of 12 [twelve] months ("**Extended Duration**") for handover of possession and completion of construction.
- (iii) In the event of any delay in handing over possession of the said Unit and the said Amenities to the Allottee(s) on the Date of Possession and Time Schedule of Completion, respectively and/ or beyond the Extended Duration and/ or further extension of time for completion of construction of the said Unit and the said Amenities due to force majeure reasons, the Promoter shall intimate the Allottee(s) in writing the reason for such delay along with appropriate supporting documents and further time period within which the possession of the said Unit shall be handed over the Allottee(s) ("**Revised Possession Date**") and the said Amenities ("**Revised Time Schedule of Completion**") shall be completed. In the event, the Allottee(s) is desirous of cancelling the booking of the Unit, prior to the date of application of the Occupation Certificate in respect of the said Unit, then the Allottee(s) shall intimate the Promoter his/ her/ their non-acceptance of the Revised Possession Date and Revised Time Schedule of Completion within fifteen (15) days from the date of receipt of such intimation from the Promoter, failing which it will be deemed that the Allottee(s) has/ have accepted the Revised Possession Date and Revised Time Schedule of Completion and the same shall be binding on the Allottee(s).
- (iv) Further, in the event if the Promoter is unable to file for the Occupation Certificate on or before the Possession Date or the Revised Possession Date (as applicable), subject to reasonable extension of time, then on demand in writing by the Allottee(s), the Promoter shall refund with simple interest as per applicable law from the date of receipt of installment of amounts paid towards the Consideration only (excluding interest amounts (if any), stamp duty, registration fee, GST, TDS, deposits, charges etc. paid to the Promoter and/or competent authorities, as the case may be) till the date of the written intimation of cancellation of the said Unit from the Allottee(s). However, taxes, levies, cess, interest amounts (if any) paid by the Allottee(s) and such other amounts as mentioned herein shall not be refunded and no interest shall be payable on these amounts.
- (v) In the event the Allottee(s) does not intend to withdraw from the booking in the Project and/or is not agreeable and accepted the revised timelines, then in such an event, the Allottee(s) shall be entitled to seek simple interest as per applicable law for every month of delay, as compensation, post expiry of the Extended Duration and such time period affected by Force Majeure conditions till the date of receipt of occupation certificate or any other certificate issued by the concerned authorities required for use and occupation of the said Unit ("**OC Date**"). The Promoter shall pay such compensation on the installments paid towards the Consideration only (excluding interest amounts, if any), stamp duty, registration fee, GST, TDS, deposits, charges etc. paid to the Promoter and/or authorities, as the case may be) for the said Unit, subject to terms and conditions herein. Further, the aforesaid compensation, if any accruing, shall be payable/adjustable on the balance amounts payable at the time of handing over the possession of the said Unit. It is expressly clarified that no compensation shall be payable by the Promoter for any time period beyond the OC Date for any reason whatsoever, irrespective of the Allottee(s) not taking possession of the said Unit. Such compensation shall be payable directly to the Allottee(s) named herein, if he continues his booking on the OC Date.
- (vi) Notwithstanding any of the provisions herein, the compensation for delay shall not be paid and Revised Possession Date and Revised Time Schedule of Completion shall extended

PROMOTER

ALLOTTEE(S)

- (a) on account of any force majeure events and/ or
- (b) due to non-compliance of the terms and conditions by the Allottee(s). "Force Majeure" shall include:-
  - i. flood, drought, fire, cyclone, earthquake or any other calamity by nature effecting the regular development of the said Project and/ or
  - ii. war, civil commotion or act of God;
  - iii. any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (vii) Additionally, the compensation for delay shall not be paid in the following events:
  - (a) For the period of delay caused due to reasons beyond the control of the Promoter and/or its agents and/or
  - (b) For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Allottee(s) during inspection of the said Unit, and/or
  - (c) For the period if the Allottee(s) commit/s any default and/ or breach of the terms and conditions contained herein, and/or the Allottee is not coming forward to take over possession
  - (d) For the period of delay incurred due to additional work to be completed on the request of the Allottee(s) for certain additional features, upgrades, in the said Unit, in addition to the standard Unit, and/or,
  - (e) For the period from the date of receipt of occupation certificate or any other certificate issued by the concerned authorities required for use and occupation of the said Unit till the actual handover of possession of the said Unit
- (viii) In case the Promoter is forced to discontinue the construction of the said Unit and/ or Phase II Project (entire or part) due to Force Majeure reasons and/ or due to operation of any law or statutory order or otherwise, then the Promoter shall be liable to refund the amounts paid by the Allottee(s) without any liability towards interest or compensation or loss of profit or costs or damages, subject to deduction of applicable taxes, within 120 (120) days from the happening of such eventuality.
- (ix) After completion of construction of the said Unit and obtaining the Occupation Certificate, the Promoter shall offer possession to the Allottee(s) and the Allottee(s) shall execute a Tripartite Sub Lease Deed as per the terms and conditions/ policy of the NOIDA which shall be executed between the NOIDA Authority, the Promoter and the Allottee(s). All expenses towards execution and registration of the Tripartite Sub Lease Deed such as stamp duty, registration charges, legal expenses, TDS, etc. and any enhancement thereof shall be borne by the Allottee(s). The Allottee(s) shall remain present before such offices as required to for execution and registration of Tripartite Sub Lease Deed. Possession of the Unit shall be handed over either simultaneous to or subsequent to the execution and registration of the Tripartite Sub Lease Deed.

**5. PROCEDURE FOR TAKING POSSESSION**

- i. The Unit shall be considered as ready for use and occupation on the date of receipt of OC or any other certificate required for occupation from the competent authorities.
- ii. The Promoter, after obtaining the OC, shall issue the Offer of Possession letter to the Allottee(s) requesting to make payments as per the Agreement and take possession within such date as mentioned in the Offer of Possession letter. The Allottee(s) shall before taking over the possession of the said Unit, clear all outstanding dues, keep deposited with the Promoter, amounts mentioned in Schedule C, pay the applicable lease rent, GST, and any other tax, levy or any other charges levied by the statutory authorities and execute and register Tripartite Sub Lease Deed in respect of the said Unit (if applicable), by time to time to the Promoter, for construction and sub-lease of the said Unit.
- iii. For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from 45 (forty-five) days after the date of Offer of Possession letter, regardless of whether the Allottee(s) takes such possession (for fit outs) or not. Such date shall be referred to as "**CAM Commencement Date**". In such cases that the unit/s are sold after the Date of receipt of Occupation certificate, the CAM charges or the Unit shall commence from the date of

PROMOTER

ALLOTTEE(S)



which the last installment of the consideration amount (excluding society, maintenance and equivalent charges) is payable as per the agreed terms of sub-lease plus 15 (fifteen) days. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter or Association, as the case may be.

- iv. The Promoter, upon receiving payments made by the Allottee(s) as per this Agreement shall offer in writing the possession of the Unit, to the Allottee(s) in terms of this Agreement to be taken within 30 (thirty) days from the date of issue of such written communication.
- v. The Allottee(s) shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and execution and registration of Tripartite Sub Lease Deed and the Promoter shall give possession of the Unit to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in this Agreement such Allottee(s) shall continue to be liable to pay CAM charges as applicable.
- vi. In the event the Allottee(s) fails to take possession of the Unit within such date as mentioned in the Offer of Possession letter, then the Unit shall lie at the risk and cost of the Allottee(s). The maintenance charges and the defect liability period shall commence from the CAM Commencement Date. In addition to payment of interest for delayed payments, the Allottee(s) shall be liable to pay Holding Charges as specified in **Schedule A** from expiry of CAM Commencement Date till the Allottee(s) takes actual possession of the Unit. The Allottee(s) agrees and acknowledges that the Promoter's obligation of delivering possession of the Unit shall come to an end and the Promoter shall not be responsible and/or liable for any obligation (including obligation to pay compensation) towards the Allottee(s) for the possession of the said Unit. Under such circumstances it shall be deemed that the Allottee(s) has taken possession of the said Unit. During the period of the said delay by the Allottee(s), the Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee(s) in relation to its deterioration in physical condition.
- vii. The Allottee(s) hereby agrees that in case the Allottee(s) fails to respond and/or neglects to take possession of the Unit within the aforementioned time as stipulated by the Promoter and/or cancel / terminate this Agreement, then the Promoter shall also be entitled to reserve his right to forfeit the entire amount received by the Promoter towards the Unit along with interest on default in payment of instalments (if any), applicable taxes and any other charges and amounts and take such steps in accordance with applicable laws.

**6. FIT OUT WORK**

- (i) The Allottee(s) agrees and confirms that their right, title, interest in the said Unit shall be limited to and governed by what is specified in the Agreement and shall not extend to areas demarcated as common areas, said Building and the said Phase II Project and Larger Property.
- (ii) The Allottee(s) agrees and undertakes that on receipt of possession, if the Allottee(s) is desirous to carry out any interior fit-out work, they can strictly conduct the same in accordance, in observance of all the rules, regulations and bye-laws framed by the Promoter or Association or Apex Association or Apex Associations ("**Fit-Out Manual**") applicable for commencement of interior fit out work in the said Unit. The Allottee(s) further agrees that the same shall be used only as per the regulations and designs concerning to the said Building as approved by the said competent authorities, and without causing any disturbance, to the other allottee(s)/ owners of units in the said Building. The Allottee(s) shall be solely responsible to obtain any requisite permission, if any, from competent authorities for the interior work in the said Unit and the Promoter shall not be responsible for the same. The Allottee(s) shall keep the Promoter informed about the status of the requisite permissions.
- (iii) The Allottee(s) shall execute such necessary documents and pay such security deposit as may be informed by the Promoter and/ or Association, from time to time.
- (iv) The Fit-Out Manual will be shared at the time of handing over possession of the Unit. Without prejudice to the aforesaid, if the Allottee(s) makes any unauthorized change or

PROMOTER

ALLOTTEE(S)

alteration or causes any unauthorized repairs in or to the Unit and/or the Building, the Promoter shall be entitled to call upon the Allottee(s) to rectify the same and to restore the Unit and/or Building to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Allottee(s) does not rectify the breach within the such period of 30 (thirty) days, the Promoter may carry out necessary rectification and restoration to the Unit or the Building (on behalf of the Allottee(s)) and all such costs and charges and expenses incurred by the Promoter shall be reimbursed by the Allottee(s). If the Allottee(s) fail(s) to reimburse to the Promoter any such costs and charges and expenses within 7 (seven) days of demand by the Promoter, the same would be deemed to be a charge on the Unit. The Allottee(s) hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Unit or the Building(s) and (ii) for all costs and expenses incurred by the Promoter for instituting any legal proceedings for recovery of such costs and charges and expenses incurred by it for rectification and restoration to the Unit, or the Building/s, Phase II Project or the Larger Property.

- (v) After the possession, the Allottee(s) shall permit and shall deemed to have granted a license to the Promoter and its surveyors and agents with or without workmen and others, including the Maintenance Agency at all reasonable times to enter into and upon the said Unit or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Building. This shall be also for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the Phase II Project and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case the Allottee(s) has/have failed to effect repairs despite dispatch of notice of one week contemplated above and Promoter is constrained to effect repairs at its cost, in that event such cost shall be recovered from the Allottee(s). However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. the Allottee(s) authorize/s the Promoter and / or Maintenance Agency to break open the doors/windows of the said Unit and enter into the said Unit to prevent any further damage to the other flats and Phase II Project. In such a case, the Promoter and / or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee(s) on account of entry to the Unit as aforesaid.
- (vi) The Allottee(s) undertakes that he will not alter / demolish/ destroy or cause to demolish/ destroy any structure of the said Unit or any addition(s) or alteration(s) of any nature in the same or in any part thereof. The Allottee(s) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the said Unit in any form. The Allottee(s) shall also not to change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/ hedging/grills without the prior permission of the Promoter. The Allottee(s) shall not partly / fully remove any walls of the said Unit including load bearing walls/ structure of the same, which shall remain common between the Allottee(s) and the owners of adjacent premises.

**7. ASSOCIATION**

- (i) The Allottee(s) along with other allottee(s) in the said Phase II Project shall join to form and register an Association or society or association or condominium or a limited Promoter as determined by the Promoter (hereinafter referred to as the said "Association") to be known by such name as the Promoter may decide. For the said purpose, the Allottee(s) shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of such Association and for becoming a member, including the bye-laws of the proposed Association The Allottee(s) shall duly fill in, sign and return to the Promoter

PROMOTER

ALLOTTEE(S)

within seven days of the same being forwarded by the Promoter to the Allottee(s), so as to enable the Promoter to register the Association of allottee(s). No objection shall be taken by the Allottee(s) with respect to the same. Changes or modifications, if any, are to be made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be, or any other Competent Authority. The Promoter shall not be liable for any claims or penalties for delay in forming the Association, on account of any delay of the unit owners in complying with the above.

- (ii) The Promoter shall, at its discretion, as prescribed under the applicable laws, form an apex Association (being either an Association or society or association or condominium or a limited Promoter) ("**Apex Association**") for the entire development of the said Larger Property or separate apex Association (being either an Association or society or association or condominium or a limited Promoter) ("**Apex Associations**") for each of the residential and commercial zones and/ or such other authorized development zones, as the Promoter may deem fit, for the purposes of effective maintenance and management of the entire Larger Property including for common areas and amenities of the Larger Property at such time and in such a manner as the Promoter may deem fit to be known by such name as the Promoter may decide, within such period as may be prescribed under the applicable laws.
- (iii) The Promoter may become a member of the Association and/or Apex Association to the extent of all unsold and/or un-allotted units, areas and spaces in the said Building and said Land.
- (iv) The Promoter will have the right to decide upon the phases of development of the Larger Property. Further, the Promoter will have the right to decide upon which units/s/premises/apartments to be developed first in the Phase II Project. All the unit/s/premises/apartments may not be constructed simultaneously. The Phase II Project will be completed in various construction phases/slabs and availability of common amenities, facilities, services will be dependent on the construction phasing and planning as mentioned in this Agreement.
- (v) The Promoter proposes to maintain the Amenities and upkeep the said Larger Property, until the formation of the Association and/ or Apex Association and/or Apex Associations (as may be applicable), as per the terms of this Agreement. With this view in mind, the Promoter shall appoint a Maintenance Agency (without any reference to the Allottee(s) and other owners, users, occupants etc. of the Larger Property) for the maintenance and up-keep of the same., Even after formation of the Association or Apex Association or Apex Associations, such Maintenance Agency can continue to be appointed for maintenance and up-keep on such terms and conditions as the Promoter may deem fit, and the Allottee(s) hereby gives their unequivocal consent for the same. For this purposes the Promoter shall provide suitable provisions in the documents and deeds executed for the purpose of formation of the Association and/ or Apex Association and/or Apex Associations (as may be applicable). For the services rendered by such Maintenance Agency for the said Phase II Project, the Maintenance Agency shall charge 10% of the billed amounts to all residents of the said Phase II Project, which the Allottee(s) undertake/s to pay at all times.
- (vi) The Promoter and/ or the Maintenance Agency shall make provisions for payment of CAM Charges as outgoings to the Association and/ or Apex Association and/or Apex Associations (as may be applicable) for the purposes of maintenance of the Building and Amenities of the Phase II Project and the Larger Property.
- (vii) The Allottee(s) hereby agrees and confirms that from the CAM Commencement Date, the Allottee(s) shall be liable to bear and pay the proportionate share towards the outgoings in respect of the said Building in which the said Unit is located (namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance) until the sub-leasing of undivided proportionate title in

PROMOTER

ALLOTTEE(S)

the common areas to the Association, irrespective of whether the Allottee(s) is in occupation of the said Unit or not and construction activity is continuing in adjacent tower/ buildings and infrastructure, facilities and amenities are not fully completed. The Allottee(s) further agrees that till the Allottee's share is so determined, the Allottee(s) shall pay to the Promoter provisional monthly contribution of CAM Charges and lump sum CAM Deposit towards the outgoings as mentioned in **Schedule C** for such expenses. The amounts so paid by the Allottee(s) to the Promoter shall not carry any interest and remain with the Promoter until the handover of administration and accounts by the Promoter in favour of the Association (once formed). The Allottee(s) shall continue to pay all such outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Promoter, as may be demanded, from time to time.

- (viii) In case of failure of the Allottee(s) to pay the CAM Charges or other charges on or before the due date, the Allottee(s) in addition to permitting the Promoter and/or Maintenance Agency to deny him the maintenance services, facilities, amenities etc. also authorizes the Promoter and/or Maintenance Agency to adjust in the first instance, the interest accrued on the deposit of maintenance charges against such defaults in the payments of CAM Charges and in case such accrued interest falls short of the amount of the default, the Allottee(s) further authorize/s the Promoter and/or Maintenance Agency to adjust the principal amount of the CAM Charges against such defaults. If due to such adjustments in the principal amount, the CAM Charges falls below a certain amount, as informed by the Promoter and/or Maintenance Agency, then the Allottee(s) hereby undertake/s to make good the resultant shortfall within fifteen (15) days of demand by the Promoter and/or Maintenance Agency. Further, the Promoter and/or Maintenance Agency reserves the right to increase CAM Charges and/or deposits pursuant to the same, from time to time in keeping with the increase in the cost of maintenance services and the Allottee(s) agrees to pay such increases within fifteen (15) days of demand by the Promoter and/or Maintenance Agency.
- (ix) Upon the said Association being formed and registered, the rights, benefits and interests of the Allottee(s) shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Agreement.
- (x) It is in the interest of Allottee(s) to help the Maintenance Agency in effectively keeping the said Unit, and Project/Complex secured in all ways. Allottee(s) hereby agree/s that for the purpose of security, the Maintenance Agency shall be free to restrict the entry of visitors, which the security appointed by the Maintenance Agency, feel suspicious. The Allottee(s) hereby agrees to abide by all the rules and regulations framed by the Maintenance Agency as may be framed by the Maintenance Agency from time to time for the upkeep and maintenance of the Phase II Project and the Building.
- (xi) An application form, declaration and other forms for the purpose of enrolling Allottee(s) as a member of the said Association is attached herewith duly executed as **Annexure 7, 8, 9, 10 and 11**.

### 8. TRIPARTITE SUB LEASE

The Promoter, on receipt of Total Consideration for the Unit as per the terms of the Agreement from the Allottee/s, shall execute a Tripartite Sub Lease deed for the Land and Sale Deed for the superstructure ("**Tripartite Sub Lease Deed**") and convey the same together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the Occupation Certificate/ completion certificate and/or the certificate as the case may be, to the Allottee (s). In case the Allottee(s) fails to deposit the stamp duty and/or registration charges within the period mentioned in the offer of possession, the Allottee authorizes the Promoter to withhold registration of the Tripartite

PROMOTER

ALLOTTEE(S)

Sub Lease deed for the Land and Sale Deed for the superstructure in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s)

**9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- (i) The Promoter has clear and marketable title with respect to the said Land, as declared in the title report annexed to this Agreement as **Annexure 5(colly)** and as mentioned in the recitals to this Agreement. The Promoter has the requisite rights to carry out development and construction activities upon the Phase II Project. Further, the Promoter also has actual, physical and legal possession of the said Land for the implementation of the said Phase II Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Phase II Project and shall obtain requisite approvals from time to time to complete the development of the Project as per the provisions of the approvals and documents executed with the competent authorities.
- (iii) The Promoter state that there are no encumbrances upon the Project Land or the Project except those disclosed in the list of encumbrances and title report mentioned in **Annexure 5 (colly)** and the Recitals as mentioned herein.
- (iv) The Promoter state that there are no litigations pending before any Court of law with respect to the Phase II Project, said Land or said Larger Property except those disclosed in the list of encumbrances and title report mentioned in **Annexure 5 (colly)**.
- (v) The Promoter confirms that the approvals, licenses and permits issued by the competent authorities with respect to the Phase II Project as mentioned in **Annexure 3** are valid and subsisting. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Phase II Project and said Building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Phase II Project and said Building.
- (vi) The Promoter 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 Promoter has not entered into any agreement for sub lease and/or agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (viii) The said 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 said Land.
- (ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from executing sub lease deed for the said Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (x) 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 Phase II Project) has been received or served upon the Promoter in respect of the said Land except those disclosed in the title report.
- (xi) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion of the Association or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- (xii) The Promoter confirms as follows
  - a. In case during the course of construction and/or after the completion of the

PROMOTER

ALLOTTEE(S)

Phase II Project, further construction on any portion of vacant land or building or terrace becomes possible, the Promoter shall have the exclusive right to take up or complete such further construction.

- b. In the event of paucity or non-availability of any material the Promoter may use alternative materials/ article but of similar good quality. The decision of the Promoter on such changes shall be final.
- c. Drinking Water, Sewerage and Drainage Source: Water Supply, Sewerage and Drainage Connection would be made available from such source as may be provided or permitted by the competent authorities as mentioned in Annexure 3.
- d. Fire Fighting: Fire fighting facilities would be made available as per the approved plans as may be provided or permitted by the competent authorities as mentioned in **Annexure 3**.
- e. Emergency and evacuation facilities: Emergency facilities would be made available as per the approved plans as may be provided as mentioned in **Annexure 3**.
- f. Use of renewable facilities: Details of sustainable development and use of renewable facilities is provided as mentioned in **Annexure 3**.
- (xiii) It is agreed between the Promoter and the Allottee(s) that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the Project, it is agreed that the Promoter shall regulate the entry of telecom agency/services in the Project.
- (xiv) The Promoter subject to compliance with applicable laws, reserves its right to handover the Phase II Project in whole or in parts to any other entity, such as partnership firm, body corporate(s) whether incorporated or not, association or agency etc. by way of sale/disposal or any other arrangement, as may be decided by the Promoter in its sole discretion without any intimation, written or otherwise to Allottee(s) and the Allottee(s) agrees that they shall not raise any objection in this regard.

**10. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE(S)**

The Allottee(s) or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter and thereafter to the Association as follows :-

- (i) To abide by and adhere to the terms and conditions of the allotment of the Larger Property by NOIDA Authority and the Sports City Complex with respect to the Phase II Project, said Land, Amenities and Facilities and the buildings under the Phase II Project.
- (ii) To confirm the ownership rights of the area of the Unit alone and no rights of any kind shall accrue to the Allottee(s) in any part on the Larger Property, institutional area/ blocks, school, sports complex, shops, club etc. which are not part of the said Land and against which no amount has been paid by the Allottee(s) to the Promoter and the same shall always remain the property of the Promoter and be dealt in a manner the Promoter may deem fit.
- (iii) The Allottee(s) further acknowledges and agrees that any and all obligations, rights, duties and benefits available to the Allottee(s) (which shall be available only on transfer of Unit) are solely in relation to the Project and not in relation to any other part of the Sports City. The Allottee(s) further acknowledges that he does not have any right in relation to the development/ proposed development in the balance land plot of Sports City and hereby expressly gives his No Objection to any development in the remainder of the Sports City including on account of an increase in FAR (of the Sports City) or total land available for development, modification of the master plan of said Plot and Sports City due to change in applicable governmental laws, rules and regulations, etc.
- (iv) The Allottee(s) is aware and confirms that the "Tennis Centre" comprising of tennis courts are as per the Master Plan and Area Chart Sanction of the Sports City Sector

PROMOTER

ALLOTTEE(S)

150 dated 17 January, 2017 issued by the Architecture and Town Planning Department, NOIDA and are situated in the said Land wherein the Phase II Project is been constructed. The Allottee(s) is aware that the Tennis Centre is part of the common sports facility of the Sports City and all the residents and occupants of the Sports City, including the residents of the Phase II Project shall be entitled to use the Tennis Centre. Further, all the residents and occupants of the Sports City shall have free ingress and egress to the Phase 1 Project, with respect to the Tennis Centre.

- (v) The Allottee(s) confirms that all Amenities (to the exclusion of amenities under the common sports facility of the Sports City) common pathway, driveway, access roads, club house, common areas, recreational ground area and all such areas which are for common use and enjoyment of all the occupants, purchasers and users of the said Larger Property shall be jointly used and maintained by all purchasers of the said Larger Property, including Phase II Project. The Allottee(s) waives his rights to raise any objection in this regard.
- (vi) To maintain the Unit at the Allottee's own cost in good and tenable repair and condition from the date of offer of possession of the Unit and shall not do or suffer to be done anything in or to the building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.
- (vii) Not to store in the Unit any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the said Building and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (viii) To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee(s) and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee(s) commits any act in contravention of the above provision, the Allottee(s) shall be responsible and liable for the consequences thereof including to the concerned local authority and/or other public authority.
- (ix) Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Promoter and/or the Association.
- (x) Not to do or permit to be done any act or thing which may render void or voidable any insurance of Unit, Phase II Project, Land or Larger Property or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (xi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Land and the Building.
- (xii) The Allottee(s) shall not use the said Unit in the manner, so as to cause blockade or hindrance to common passages, verandah or terraces. No common parts of the said Building will be used by the Allottee(s) for keeping / chaining pets / animals, dogs,

PROMOTER

ALLOTTEE(S)

birds or no storage of cycles, motorcycles, waste / refuse, nor the common passages shall be blocked in any manner. The Allottee(s) shall be responsible for the care, health, safety, security, well-being etc. of their pets (if any) and are forbidden to leave them in the common areas of the Building and the Phase II Project.

- (xiii) The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter. The Allottee(s) shall sign and execute all other documents, agreements, etc. for the purpose of obtaining electricity, power back-up facility, etc. as and when required by the Promoter.
- (xiv) That it is agreed and accepted by the Allottee(s) that upon creation / incorporation of the said Association, the common equipment pertaining to power back-up, etc. shall be transferred in favour of the said Association and that unless agreed the Promoter / Maintenance Agency shall thereafter be in no manner held responsible or liable for maintenance, upkeep, refurbishing or replacement of the same, as the liability of the Promoter is limited to installation of the said equipment only for the first time.
- (xv) The Allottee(s) agree/s not to fix or install air conditioners or heaters in the said Unit, save and except at the places which have been specified in the said Unit for the installation nor in any way disturb the external façade of the said Unit.
- (xvi) The Allottee(s) agree/s not to fix or install any window antenna on the roof or terrace or external façade of the said Building except by the prior sanction of the Promoter and/or Maintenance Agency and/or the said Association and at places earmarked by the Promoter.
- (xvii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is situated.
- (xviii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Allottee(s) for any purposes other than for purpose for which it is sold.
- (xix) The Allottee(s) shall not let, sub-let, transfer, assign or part with the interest or benefit of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee(s) to the Promoter under this Agreement are fully paid up.
- (xx) The Allottee(s) shall observe and perform all the rules and regulations which the Association and Apex Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xxi) The Allottee(s) shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Unit or Building or any part thereof to view and examine the state and condition thereof.
- (xxii) The Allottee(s) shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land or any part thereof to view and examine the state and condition thereof.
- (xxiii) The Allottee(s) may obtain finance from any financial institution/bank or any other source for purchase of the said Unit at his/her/their/its cost and responsibility. The Allottee(s) confirms that such finance/ housing loan/ mortgage from financial institution/bank for payment of instalments of the Consideration as set out hereinabove may be availed on the basis that no right or interest of the Promoter under this Agreement is affected on account of finance being obtained by the

PROMOTER

ALLOTTEE(S)



Allottee(s). The Allottee(s)' obligation to purchase the said Unit pursuant to this Agreement shall not be contingent on the Allottee(s)' ability or competency to obtain such financing and the Allottee(s) will always remain bound under this Agreement. The Promoter shall not be responsible in any manner whatsoever if any bank/financial institution delays and/ or refuses to finance the said Unit on any ground or revokes the loan already granted. In case of any financing arrangement entered by the Allottee(s) with any financial institution with respect to the purchase of the said Unit, the Allottee(s) undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Promoter through an account payee cheque/demand draft. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottee(s) shall not make such refusal/ delay an excuse for non-payment of any Instalments / dues to the Promoter within stipulated time as per the payment plan.

- (xxiv) As a modality for obtaining finance, the Banks/Financial Institution may require the Promoter to give its no objection to enable a charge or mortgage of the said Unit. The Promoter agrees that it shall give such no objection without prejudice to its rights and a confirmation being given by the Bank/Financial Institution that right of recovery of its dues is subservient to the Promoter's right for payment of consideration on sub-lease of said Unit due from the Allottee(s) and that the Promoter shall be entitled to adopt all recourse available under this agreement and under law for recovery of the Promoter's dues. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Allottee(s) shall not make such refusal/ delay an excuse for non-payment of any Instalments / dues to Promoter within stipulated time as per the payment plan.
- (xxv) It is mutually agreed between the Promoter and the Allottee(s) that the Promoter shall not be liable for repayment of loan amount or any part thereof availed by the Allottee(s). All costs associated with procurement of loan amount shall be borne by the Allottee(s) alone.
- (xxvi) Notwithstanding any arrangement between the Allottee(s) and Bank/Financial Institution, if any amount, including but not limited to cess, levies, fees, deposits, outgoing and maintenance charges, property taxes, value added tax, service tax, local body tax, works contract tax etc., remains un-paid/outstanding at any stage then in that event the right of the Banks/Financial Institution shall remain subservient to the rights of the Promoter and the Promoter shall have the first charge on the said Unit and/or the Premises for the un-paid/outstanding amount including interest thereon.
- (xxvii) The Allottee(s) shall indemnify and keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that such Bank/Financial Institution may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee(s) of the terms and conditions governing the said loan in respect of the said Unit.
- (xxviii) The Allottee(s) agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Unit by the concerned authorities due to non-payment by the Allottee(s) or any other unit holder or owner of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.
- (xxix) The Allottee(s) hereby agree and undertake that he/she/they shall pay the insurance premium of the said Unit and proportionate area of the Project, from such date as intimated and instructed by the Promoter.
- (xxx) The Allottee(s) hereby agrees and undertakes that he/she/they shall maintain and up-keep the said Unit, Building and the Phase II Project, so that Amenities may be well maintained.

PROMOTER

ALLOTTEE(S)

- (xxxi) The Allottee(s) are aware that tiles and natural stone are susceptible to staining and variations in shade and shall not make the Promoter be held liable in any manner whatsoever, for the same.
- (xxxii) The Allottee(s) undertake/s to timely sign and execute all applications, papers, documents, undertakings, Tripartite Sub Lease Deed, Maintenance Agreement, any other agreement/s and all other relevant papers within such period as notified by the Promoter in writing, after paying registration fee/ charges, stamp duty and other charges/ expenses (as may be applicable). In case, the Allottee(s) fails or neglects execute and/ or register (if may be applicable) applications, papers, documents, undertakings, Tripartite Sub Lease Deed, Maintenance Agreement, any other agreement/s and all other relevant papers within the date notified, physical possession of the said Unit to Allottee(s) will not be given by the Promoter and penalty if any shall be payable under the relevant laws for delay in such completion. The Promoter shall have the right to cancel the sub-lease/this Agreement in case the Allottee(s) fail/s to have the Agreement and/ or Tripartite Sub Lease Deed within sixty (60) days from the date notified to the Allottee(s).
- (xxxiii) The Allottee(s) is aware that the Promoter may, either by itself and/or its nominees/associates/affiliates also retain some portion or units in the Phase II Project which may be subject to different terms of use, including as a guest house or an unit for corporate use, as may be under the applicable laws and the Allottee(s) gives his unequivocal consent for the aforesaid.
- (xxxiv) Subject to the terms of the allotment and norms of NOIDA Authority, the Allottee(s) shall not sell, lease, let, sub-let, transfer, assign or part with the Allottee(s)'s interest or benefit under this Application or part with the possession of the Unit till the Date of Possession and all the amounts payable by the Allottee(s) under this booking are paid in full to the Promoter and the Allottee(s) is not in breach of any of the terms and conditions of this Application Form. The Promoter may permit such transfer or substitution or nomination on such conditions as it may deem fit and proper and in accordance with the laws, guidelines issued by NOIDA Authority, if any, in this regard. Any sub-lease/transfer of the Unit after this time shall require written approval from the Association of unit owners (and till such time that the Association is formed, the Company) and payment of administrative charges as communicated by the Promoter or Association (as the case may be) to ensure that the inherent nature of the Project is not compromised by bringing in any member or resident who does not subscribe to the guidelines, bye laws and/or objectives of the Association. Any document for sub-lease/transfer/lease etc. which is entered into by the Allottee(s) with any prospective buyer, without obtaining written approval of the Association (and till such time that the Ultimate Association is formed, the Company), shall not be valid and not binding on the Association and / or the Promoter, as the case may be.
- (xxxv) Stamp duty and registration charges as applicable on such transfer or substitution or nomination shall be paid by the Allottee(s) / third party transferee. All applicable administrative charges for such transfer or substitution or nomination [as prescribed by NOIDA Authority (if any) from time to time], together with any applicable taxes, dues or duty leviable under any law for such transfer or substitution or nomination shall be to the sole account of and be payable by the Allottee(s) to the Promoter, prior to such transfer or substitution or nomination. It is hereby clarified that any change in name of the Allottee(s) (including all additions/ deletions) shall be deemed as substitution for the purpose of sub-lease. If any further fees/ changes are levied by NOIDA Authority, the same shall also be paid by the Allottee(s) in addition to the fees/ charges paid to the Promoter.
- (xxxvi) The Allottee(s) hereby agrees that the Promoter shall proceed to entertain his request for nomination of sub-lease of the Unit if and only if all outstanding dues and interest towards the Unit is paid by the Allottee(s)/ nominee on or before submission of documents for nomination.

PROMOTER

ALLOTTEE(S)

(xxxvii) In event of nomination, the Allottee(s) along with the third party shall execute and register necessary deeds and documents. Such third party shall abide by all such obligation of the Allottee(s) under this Application Form and the Agreement.

(xxxviii) At any time before the execution of the Agreement with respect of the Unit or handover of possession of the Unit, whichever is earlier, in the event of any nomination / transfer done in favour of the spouse or child, parents or brother or sister of either of the Allottee(s), the existing Allottee(s) shall take prior written approval from the Promoter. No administrative charges will be charged for such inter family transfer. In this context, the Primary Applicant in any booking and/ or the in case of booking by a single applicant, cannot delete his name from the booking, they are only eligible to add further applicants. Having mentioned the aforesaid, in the event the Primary Applicant in any booking and/ or the in case of booking by a single applicant, still proceeds to delete his name from the booking, the terms and conditions for lease/ transfer as mentioned above in sub clause more, along with payment of administrative charges shall be applicable. The existing Allottee(s) shall be solely responsible for the cost of execution/ registration of such documents to effect such transfer, post approval of the Promoter. However, for such transfer, the permission from all the Joint Allottee/s (if any) are mandatory. In case of swapping/ interchanging between the applicants, same terms and conditions as mentioned hereinabove in sub clause shall continue. However, the original Primary Applicant in any booking and/ or the in case of booking by a single applicant, cannot delete his name from the booking.

## 11. MUTUAL OBLIGATIONS BETWEEN THE PARTIES

The Parties or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby represents and warrants as follows :-

### (i) Mortgage and Charge

- a. The Promoter may have an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to "**the said Banks**"), under which the said Bank would grant a line of credit to the Promoter to facilitate development of projects undertaken and carried on by it, and as security for repayment of loans which may be advanced to the Promoter by the said Bank, the Promoter creates or causes to be created mortgages/charges on the lands and construction thereon in favour of the said Banks, and the securities created in favour of the said Banks are substituted from time to time.
- b. The title deeds relating to said Land may have been deposited with the said Banks as security (along with other securities) for repayment of the loans already advanced and which may be advanced hereafter by the said Banks to the Promoter under the said line of credit arrangement.
- c. The Promoter specifically reserves the right to offer and to create charge on Phase II Project (except the said Unit) for obtaining development, construction and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to the Promoter and Allottee(s) has/have given and granted his/her/ their/its specific and unqualified consent and permission to the Promoter for doing the same. The Allottee(s) whenever asked in support of by the Promoter in this regard, shall give and grant to the Promoter, his/her/their/its specific, full, free and unqualified consent and permission for doing the same, and strict compliance of this condition on the part of the Allottee(s) shall be of the essence of sub-lease of the said Unit. Failure on the part of the Allottee(s) to implement and comply with this essential condition will be treated as a breach of this Agreement, and the Promoter shall thereupon be entitled to cancel and terminate this Agreement.

### (ii) Compliance

PROMOTER

ALLOTTEE(S)

- a. That Allottee(s) shall comply with all the legal requirements as required for the purchase of immovable property, viz the said Unit as and when applicable. The Allottee(s) has specifically agreed with the Promoter that the sub-lease of the said Unit shall be subject to strict compliance of code of conduct and rules that may be determined by the Promoter for occupation and use of the said Unit and such other conditions as per the applicable laws and further the Allottee(s) do hereby confirm and agree to abide by all the rules and regulations of the Maintenance Agency as would be formed later on amongst all allottee(s). The Allottee(s) shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable on the said Unit and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land, penalty imposed in case of the breach of the same, shall be borne by the Allottee(s) alone.
- b. If the Allottee(s) is the resident outside India or having Non Resident Indian (NRI) or Overseas Citizen of India (OCI) status, such Allottee(s) clearly and unequivocally confirms he shall be individually and solely responsible for compilation with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India (RBI) Act and Rules / Guidelines made / issued there under and all other applicable laws including that of remittance of payments, acquisition/sale or transfer of immovable property/s in India The Allottee(s) shall also furnish the required declaration the Promoter in the prescribed format, with such permission/approvals/no objections to enable the Promoter to fulfill its obligations under this Agreement. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority / Promoter, or in case of any implications arising out of any default by the Allottee(s), it shall be the sole liability and responsibility of the Allottee(s). The Promoter shall accept no responsibility in this regard and the Allottee(s) shall keep the Promoter fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a 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 in writing to the Promoter immediately and comply with all the necessary formalities, if any, under the applicable laws. In event of non-fulfillment of the permission as mentioned above, the amount paid towards Consideration paid will be refunded without interest, by the Promoter (excluding taxes) as per the cancellation process mentioned in this Agreement and the sub-lease cancelled forthwith and the Promoter will not be liable in any manner on such account. In case of Non-Resident Indians (NRI) and Persons of Indian Origin (PIO), all refunds, if any, shall, however, be made in Indian Rupees and Allottee(s) alone shall be liable to get all the necessary permission for getting the refund of the amount paid towards the Consideration as mentioned above from the concerned authorities. In case of foreign remittance, the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by the Allottee(s). The date in which such credit is made to the bank account of Allottee(s) will be considered as date of payment and no other date. Allottee(s) shall provide to the Promoter copy of the SWIFT message to trace the remittance in India.
- c. The Allottee(s) declares and confirms that the monies paid/payable by the Allottee(s) under this Agreement towards the said Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002 and rules/directions/ orders enacted pursuant to the same, from time to time (collectively "**Anti - Money Laundering Regulations**"). The Allottee(s) authorizes the Promoter to give his/ their personal information to any statutory authority as may be required from time to time. The Allottee(s) further affirms that the information/ details provided herein is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee(s) further un-equivocally agrees and confirms that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Anti-Money Laundering Regulations, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Agreement to Sub Lease. Upon such termination the Allottee(s) shall not have any right, title or interest in the said Unit neither have any claim/demand against the Promoter. In the event of such

PROMOTER

ALLOTTEE(S)

cancellation/termination, the monies paid by the Allottee(s) shall be refunded by the Promoter to the Allottee(s) subject to the forfeiture clause and in accordance with the terms of the Application Form and Agreement only after the Allottee(s) furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee(s).

- d. The Allottee(s) agree that the Phase II Project is a "Green Building" rated project and to maintain the standards and rating of the project, the Allottee(s) undertakes and agrees to comply with all requirements and conditions of Green Building rating from time to time. The Allottee(s) hereby further agrees and undertakes that the Allottee(s) shall maintain the ecology harmony of the project.
- e. The Allottee(s) shall observe all the rules, regulations and bye-laws applicable to the sub-lease of the said Unit and agree/s that it will be used only as per the regulations and designs concerning to the said Building as approved by the said statutory authorities.
- f. The Allottee(s) agrees and confirms that their right, title, interest in the said Unit shall be limited to and governed by what is specified by the Promoter.

**(iii) Club House/ Community Building**

- a. The Promoter proposes to develop a club house or community building (as the case may be) ("Club") for the allottee(s) and occupants of the said Larger Property, including the Phase II Project, along with such other amenities subject to approvals, permissions and sanctions received from the competent authorities and statutory bodies for the purpose of use and enjoyment of the allottee(s) and occupants of the said Larger Property. The Club may be developed simultaneous with the other phases in the said Larger Property.
- b. The Allottee(s) hereto is aware that the Promoter is constructing one or more club house/ community building in the Larger Property and the Allottee(s) shall have access only to the Club in respect of his Building and to the one which is designated to his Unit.
- c. The Allottee(s) has agreed to avail membership of the Club, by paying to the Promoter the all charges relating to the usage and membership of the Club, in addition to the Consideration as specified in Schedule C and the non-refundable membership fees and also agree/s to pay all such other charges as may be stipulated by the Promoter and/or the Maintenance Agency, from time to time.
- d. Upon making full payment of all amounts due under this Agreement and completion of the Club, the Allottee(s) shall be entitled to use the facilities of the Club which is proposed to be constructed on the portion of the said Larger Property.
- e. The Allottee(s) agrees that the Club shall be used only by the occupants of the Unit. For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees as may be decided by the Promoter and/or the Maintenance Agency, from time to time. Entry to the Club and use of the facilities, by any of their guests shall be charged, as determined by the Promoter and/or the Maintenance Agency. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the operator(s) of the Club. The Allottee(s) undertakes to be bound by the rules framed by the Promoter and/or the Maintenance Agency with regard to the access to the Club and/or and the Allottee(s) hereby waives his right to raise any objection in this regard. The right to use the facilities at the Club shall be personal to the Allottee(s) of the Unit and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Unit is sold/transferred by the Allottee(s), then in such event the Allottee(s) shall be deemed to have transferred the right to utilize the Club as well as the membership to the prospective purchaser/transferee of the Unit. The Allottee(s) shall be obliged to pay the charges, if any, levied by the operator of the Club for specific service(s) availed of by the Allottee(s).
- f. It is also clarified that no outsider, without prior permission of the Promoter or Maintenance Agency will be allowed to enter and use the Club.
- g. The Promoter does not warrant or guarantee for use, the performance or services otherwise provided by the operator of the Club. The Parties hereto agree that the Promoter shall not be responsible and/or liable in connection with any deficiency or the performance/non-

PROMOTER

ALLOTTEE(S)

performance of the services or otherwise provided to the Allottee(s).

**(iv) Un-sold and un-allotted units and areas**

- a. It is agreed and understood between the Promoter and the Allottee(s) that after the formation of the Association, the Promoter shall be absolutely entitled to hold and shall have absolute authority and control as regards the unsold apartments, premises, units, un-earmarked areas etc. in the said Project.
- b. All unsold and/or un-allotted units, areas and spaces in the Building and Phase II Project, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building and Phase II Project and Land shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/or un-allotted units and shall be entitled to enter upon the Land and the Building and Phase II Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.
- c. In case the project is developed in phases, it will be the duty of the Promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the Association once all phases are completed.
- d. Even after the Promoter developing the said Project III Phase Property/Larger Property, the Promoter shall continue to have a right to hold, let, sub-let, dispose of and/or otherwise deal with in any manner whatsoever the remaining unsold / unallotted flats / premises in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Promoter and the purchaser/s and allottee(s) of such unsold / unallotted flats / premises shall be accepted as member of the Association. Such purchaser/s and allottee(s) (including the Promoter) of such unsold / unallotted flats / premises in case of such purchase, shall not be required to pay any transfer fees, charges, premium and/or donation and/or compensation and/or cost in any form whatsoever to the proposed Association or any other entity save and except the membership fee, share money and entrance fee per member for such remaining unsold flats/ premises.
- e. The Promoter shall be entitled to enter in separate agreements with the owners, allottee(s) of different units in the Building or Phase II Project on terms and conditions decided by the Promoter in its sole discretion and shall without any delay or demur enroll the new allottee/s as member/s of the Association or Apex Association or Apex Associations.
- f. The Allottee(s) and / or Association or Apex Association or Apex Associations shall not claim any reduction in the Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Promoter shall not be liable to pay or contribute any amount on account of non-occupancy charges or for any other charges or fund provided for under the bye-laws, rules and regulations or resolutions of the Association or Apex Association or Apex Associations

**(v) Defect Liability**

- a. In the event the Allottee(s) fails to take possession of the Unit within such date as mentioned in the Offer of Possession letter, then the Unit shall lie at the risk and cost of the Allottee(s). The maintenance charges and the defect liability period shall commence from the CAM Commencement Date. In addition to payment of interest for delayed payments, the Allottee(s) shall be liable to pay Holding Charges as specified in Schedule A from expiry of CAM Commencement Date till the Allottee(s) takes actual possession of the Unit. The Allottee(s) agrees and acknowledges that the Promoter's obligation of delivering possession of the Unit shall come to an end and the Promoter shall not be responsible and/or liable for any obligation towards the Allottee(s) for the possession of the said Unit. During the period of the said delay by the Allottee(s), the Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee(s) in relation to its deterioration in physical condition.
- b. Additionally, the Promoter shall not be liable in case of the following:

PROMOTER

ALLOTTEE(S)

- a) Structural defects caused or attributable to the Allottee(s) including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose
  - b) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.
  - c) Structural defects induced anyhow by failure of waterproofing system(s) of the premises or the building.
  - d) Structural defects induced by Force Majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.
  - e) Structural defects occurring in the Unit or unit that has undergone civil renovations.
- c. In the event of any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned hereinabove) after the CAM Commencement Date, the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee(s) and the Allottee(s) alone shall be liable to rectify and reinstate the same at its own costs and expenses

**(vi) Right of way**

- a. The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the said Land and any common rights of ways with the authority to grant such rights to the Allottee(s) and/or users and owners of units in the Building being constructed on the Land (present and future) at all times and the right of access to the Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply Promoter etc. situated on the Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Land and the said Larger Property, if necessary to connect the drains, pipes, cables etc. under, over or along the Land appurtenant to each and every building to be constructed on the Land (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Allottee(s) /other occupants of units in building constructed on the Land till such time the Land is handed over to the Association / Apex Association, as applicable.
- b. The Promoter shall make necessary provisions for the above in the definitive documents for sub lease/ transfer (as the case may be) to be executed in respect of the transfer of units in the Building to be constructed on the said Land. The Allottee(s) hereby expressly consents to the same.

**(vii) Show unit / Sample unit/ Mock up unit**

- a. The Allottee(s) agree/s and understand/s that all the materials and fittings which are exhibited in the Show unit / Sample unit/ Mock up unit may vary as to its make, colour, shade, shape and appearance from the ones provided in the actual Unit (the said Unit) agreed to be constructed.
- b. The Allottee(s) agree/s and understand/s that the interiors, furniture, kitchenette and fixtures in the Show unit / Sample unit/ Mock up are provided only to give a vision of a furnished unit as per the advice of the interior designer. The layout of the Show unit / Sample unit/ Mock up may have been changed at some places as per the advice of the interior designer.
- c. The Allottee(s) also agree/s and understand/s that the dimensions and the area of the said Unit, which is agreed to be constructed, shall vary from this Show unit / Sample unit/ Mock up based on the floor, block and location of the Unit.

**(viii) Branding**

PROMOTER

ALLOTTEE(S)

- a. It is agreed by the Allottee(s) that the name of the Phase II Project "Eureka Park Phase I" and the Larger Property "Eureka Park" or of the individual towers may be changed at the sole discretion of the Promoter and the Allottee(s) shall not be entitled to raise any objection to the same.
- b. The Allottee(s) acknowledges, agrees and undertakes that the Allottee(s) shall neither hold the Promoter liable or responsible for any representation/s or commitment/s or offer/s made by any third party to the Allottee(s) nor make any claims/demands on the Promoter with respect thereto.

**12. ASSIGNMENT**

The Promoter may at any time assign or transfer (by way of sub lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Phase II Project in accordance with the applicable laws. On such transfer, the assignee or transferee of the Promoter shall be bound by the terms and conditions herein contained.

**13. BINDING EFFECT**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter 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 by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith shall be returned to the Allottee(s) without any interest or compensation whatsoever, subject to the forfeiture clause as stated in the Application Form or Agreement for sub lease in accordance with the applicable laws.

**14. ENTIRE AGREEMENT**

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Allottee(s) hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Promoter and/or its agents to the Allottee(s) and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein and in the Application Form shall be deemed to form part of this Agreement or to have induced the Allottee(s) in any manner to enter into this Agreement. Save and Except as provided herein, this Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

**15. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE(S) / SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Promoter and the Allottee(s) hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Phase II Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes. Allottee(s) can assign, transfer, sub lease or part with possession of the said Unit with the prior intimation to Promoter. In such an event, except sale, it shall be the responsibility of Allottee(s) to continue to pay the charges pertaining to the said Unit of

PROMOTER

ALLOTTEE(S)



whatsoever nature payable under this Agreement to Promoter. Allottee(s) undertakes that it shall not divide/ sub-divide the said Unit in parts without the prior consent of Promoter, except the partitions, additions, and alterations as provided in the Agreement. It is further agreed by Allottee(s) that he/ she/ they shall make sure that in the event the said Unit is transferred/ sold or Allottee(s) gives temporary possession to any third party, such person shall from time to time, sign all applications, papers and documents and do all the acts, deeds, which Promoter require necessary for safeguarding its interest in the Project.

**16. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this 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 thereunder or the applicable law, 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.

**17. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THIS AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee(s) has/have to make any payment, in common with other Allottee(s) in the Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Units in the Project.

**18. FURTHER ASSURANCES**

Promoter and the Allottee(s) 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.

**19. PLACE OF EXECUTION**

- (i) The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory which may be mutually agreed between the Promoter and the Allottee(s), in after this Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar, Gautam Budh Nagar.
- (ii) The Allottee(s) and/or Promoter shall present this Agreement as well as the assignment of sub lease as the case may be, at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

**20. COMMUNICATION**

- (i) That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses as mentioned in this Agreement.
- (ii) It shall be the duty of the Allottee(s) and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

**21. JOINT ALLOTTEES**

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

PROMOTER

ALLOTTEE(S)

**22. DISPUTE RESOLUTION AND JURISDICTION**

- (i) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.
- (i) All disputes or differences relating or arising out of or in connection with the provisional allotment read with the terms and conditions contained herein, shall be mutually discussed and settled between the parties.
- (ii) If the disputes or differences between the Parties as mentioned above remain unresolved shall refer the matter to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to only a sole arbitrator nominated mutually by both the parties. The award of the Arbitrator shall be final and binding on the Parties to the reference. The arbitration proceedings shall be held at New Delhi. The proceedings shall be conducted in English language. Costs and expenses for such arbitration proceedings shall be equally borne by the parties.
- (iii) This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India and the Civil Courts at Gautam Budh Nagar shall have the exclusive jurisdiction in all matters arising out of and/or concerning this transaction.
- (iv) The above clause shall survive the termination and/ or cancellation of this Agreement.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:  
(Description of SAID LARGER PROPERTY)**

All that piece and parcel of land situated at Sports City plot no. SC-02/A1 Sector 150, Noida, District- Gautam Budh Nagar, Uttar Pradesh and bounded by

On or towards the North : Road and 30 mtrs wide sector road

On or towards the South : Road and others land (Sports City plot no. SC02/A9)

On or towards the East : Road and others land (Sports City plot no. SC02/A2)

On or towards the West : Sector road

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:  
(Description of THE SAID LAND)**

All that pieces and parcels of land admeasuring [\*\*\*]acres/ [\*\*\*\*] sq. mtrs, (including area of [\*\*\*\*] sq. mtrs, referred as "Building Area") or thereabouts situated at the plot no. SC-02/A1Sector 150, Noida, District Gautam Budh Nagar, Uttar Pradesh forming part and parcel of the Larger Property.

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO:  
(DESCRIPTION OF THE SAID UNIT)**

Residential Unit No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs. equivalent to \_\_\_\_\_ sq. ft. carpet area on \_\_\_\_\_ floor in \_\_\_\_\_ building/ Tower/ Block in the Project "EUREKA PARK PHASE-II" along with exclusive area of \_\_\_\_\_ sq. mtrs. equivalent to \_\_\_\_\_sq. ft. and undivided proportionate right in common areas of the said Phase II Project.

PROMOTER

ALLOTTEE(S)

**Schedule A**  
**Description of the said Unit**

1.	<b>Details of the Unit</b>	<b>Unit No.</b>	
2.	<b>Building Name / Number</b>		
3.	<b>Floor Plan of the Unit</b>	<b>Schedule B</b>	
4.	<b>Carpet Area of the Unit<sup>1</sup> (in sq. mtr and sq. ft)</b>		
5.	<b>Exclusive Balcony / Verandah Area<sup>2</sup> (in sq. mtr and sq. ft) [if applicable]</b>		
6.	<b>Exclusive Open Terrace Area<sup>3</sup> (in sq. mtr and sq. ft) [if applicable]</b>		
7.	<b>Car Parking Spaces</b>	Location	Number
		Dependent <input type="checkbox"/>	Independent <input type="checkbox"/>
		[Please mention the number of covered car park(s). Mention '0' where not applicable.]	
8.	<b>Source of Funds</b>	Self-Finance: Loan Required:	
9.	<b>Source of Booking</b>	Direct <input type="checkbox"/> Channel Partner <input type="checkbox"/> Sub Source:	
10.	<b>Real Estate Agent name (if applicable) and RERA Registration no<sup>#</sup></b>	a) Name of Entity:- _____ b) Seal c) RERA Registration Number _____, validity upto _____ d) State of registration :-	
11.	<b>Whether Applicant is an Employee of Tata Group/ LG</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> (Tick as applicable) If Yes, provide a copy of the I-card/proof of identity	
12.	<b>Consideration of the said Unit</b>	Rs.	
13.	<b>Construction Linked / Any Scheme</b>		
14.	<b>Details of such Scheme (if any)</b>		
15.	<b>Benefit/ Discount provided (if any)</b>		
16.	<b>Date of Possession<sup>##</sup></b>		
17.	<b>Payment Schedule</b>	Schedule D	
18.	<b>Deposit, outgoings and other charges</b>	Schedule D	

PROMOTER

ALLOTTEE(S)

<b>19.</b>	<b>Initial token amount / Application Money</b>	
<b>20.</b>	<b>Details of payment of Initial token amount</b>	
<b>21.</b>	<b>Date of Application Form</b>	
<b>22.</b>	<b>Payments to be made in favour of</b>	
<b>23.</b>	<b>Interest for delayed payments</b>	As per applicable law
<b>24.</b>	<b>Holding Charges of the said Unit</b>	Rs 2/- per square feet of carpet area

\*Area measurement is approximate and subject to variation.

<sup>1</sup>"Carpet Area" means the net usable floor area of a Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit.

<sup>2</sup>"Exclusive Balcony / Verandah Area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Unit, meant for the exclusive use of the Allottee(s).

<sup>3</sup>"Exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of a Unit, meant for the exclusive use of the Allottee(s).

# The Promoter shall not be liable to the Allottee(s) for any incorrect details, information and representations provided by the Real Estate Agent /Broker/ Channel Partner,

##Subject to terms and conditions mentioned in the Application Form/ Agreement.

PROMOTER

ALLOTTEE(S)

**SCHEDULE B**  
**Authenticated floor plan of the Unit**

PROMOTER

ALLOTTEE(S)

**SCHEDULE C  
PAYMENT SCHEDULE AND DEPOSITS AND OTHER CHARGES**

**NOTE :**

- a) Time bound payment shall be payable as per the aforesaid schedule without need of any demand letter and/ or reminder from the Promoter
- b) In the event the Allottee(s) approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest as per applicable law from the date such amounts fall due till realization of payments by the Promoter.
- c) The amounts mentioned in herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to TDS, GST and its effect, Land under construction tax, Local body tax, lease rentals, External development charges, infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the Unit and/or the transaction contemplated herein and/or in respect of the Consideration and/or the other amounts shall be payable by the Allottee(s). The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Applicants/s.
- d) The Allottee(s) shall pay all charges and expenses with respect to formation and assignment of sub lease to the Association and Apex Association (as the case may be), including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, Share Money, Legal Charges, Society formation and consultancy retainer fees etc. at actuals including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of sub lease, as the case may be, at any time on or before the execution and registration of the Agreement for sub lease.
- e) The Allottee(s) shall pay interest/ penalty/ loss that may be incurred by the Promoter on account of the Allottee(s)'s failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
- f) Amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demand by statutory authorities and/ or otherwise, such shortfall shall be paid by the Allottee(s) at actuals.
- g) The charges and deposits towards maintenance mentioned herein above is at an estimated rate and indicative and the actual maintenance charges shall be calculated at the prevalent rates at the time of offer of possession.

PROMOTER

ALLOTTEE(S)

**SCHEDULE D**

**AMENITIES AND SPECIFICATIONS FOR THE SAID UNIT**

	<b>List of Amenities and Specifications</b>	<b>Description**</b>
1.	Flooring in rooms	Vitrified tiles
2.	Flooring in toilets	Antiskid ceramic tiles
3.	Internal paint	Acrylic Distemper paint/OBD
4.	External paint	Weather shield paint
5.	Kitchen	Stainless steel wash basin
6.	Main door	Solid core flush door
7.	Toilets	Provision of geyser
8.	All Rooms	Concealed wiring, branded modular switches
9.	Wiring	TV and telephone point provision in living and bed room
10.	Common areas	DG back up
11.	Smart home features	Standard Features Video Door Phone Gas Leak Detector (Kitchen Area) Lighting Control ON/OFF Motion Sensors in Toilets
12.	Fire detection system	Within the Unit
13.	Intercom	Provided

\*\*Or equivalent. Tiles are susceptible to staining and variations in shade. Whereas all efforts shall be made during laying of tiles, to minimize, perceptible shade variations, the Promoter, shall not be held liable in any manner whatsoever, for the same. Shade and pattern variation is a property of natural stone. Though all efforts shall be made during laying of stone pieces, to minimize perceptible variation in shade and pattern, the Promoter shall not be held liable in any manner whatsoever for the same.

PROMOTER

ALLOTTEE(S)

**SCHEDULE E**

- **PART B – AMENITIES AND FACILITIES IN THE LARGER PROPERTY**  
(to be shared by all phases of the Larger Property)

	<b>List of Amenities and Specifications for the Project</b>	<b>Description/ Location</b>	<b>Stage wise time schedule of completion</b>
1.	Landscape areas	Spread across different location of the project	Same as Possession Date of the Unit
2.	Jogging/ Walking Track	Spread across different location of the project	Same as Possession Date of the Larger Property
3.	Skateboarding/ Multipurpose track in landscape areas	Along landscape features / podium	Same as Possession Date of the Larger Property
4.	Tennis court/ Tennis Centre <sup>1</sup>	Open court	Same as Possession Date of the Larger Property
5.	Badminton court	Open court	Same as Possession Date of the Larger Property
6.	Basketball court	Open court	Same as Possession Date of the Larger Property
7.	Convenient shopping center	Ground floor structure	Same as Possession Date of the Unit
8.	Swimming pool, kid's pool and pool deck area	Open, adjacent to Community Building	Same as Possession Date of the Unit
9.	Multipurpose Party Lawns	Open, adjacent to Community Building	Same as Possession Date of the Unit
10.	Provision for driver rooms and driver toilets	Spread across different location of the project	Same as Possession Date of the Larger Property
11.	Meeting areas and Kids' play area	Open, spread across different location of the project	Same as Possession Date of the Larger Property
12.	Fire Suppression System	Extinguisher in lift lobby Sprinklers in the common areas and in the Unit	Same as Possession Date of the Unit
13.	Power back up (partial) <sup>##</sup>	Specific and maximum load specified for 2BHK (2KV) and 3BHK (3KV)	Same as Possession Date of the Unit
14.	Provision for FTTH	Inside the Larger Property	Same as Possession Date of the Larger Property
15.	Rain water harvesting	Inside the Larger Property	Same as Possession Date of the Larger Property
16.	Solar water heater	(Heated water supply in kitchen only)	Same as Possession Date of the Larger Property
17.	External Solar Lighting at specific places	Inside the Larger Property	Same as Possession Date of the Larger Property
18.	Community Building and Sports Block (Club House)		
	Steam and Sauna Gymnasium	Community Building and Sports Block (Club House)	Same as Possession Date of the Unit
	Audio Visual Room/ Mini Theatre <sup>2</sup>		

PROMOTER

ALLOTTEE(S)



	Library		
	Restaurant and Kitchen <sup>2</sup>		
	Table tennis Room		
	Indoor games room (Cards room etc)		
	Squash Court		
	Pool Room		
	Wellness areas – Spa, yoga and meditation room		
	Multipurpose Hall		
19.	Other Amenities		
	Public Announcement System in specific areas	Inside the Larger Property	Same as Possession Date of the Larger Property
	Boom Barriers at specific places <sup>3</sup>	Inside the Larger Property	Same as Possession Date of the Larger Property
	CCTV for common areas	Inside the Larger Property	Same as Possession Date of the Larger Property
	Sewage Treatment Plant	Inside the Larger Property Mention location	Same as Possession Date of the Larger Property
	WTP	Inside the Larger Property	Same as Possession Date of the Larger Property
	Wi-Fi enabled Gazebos <sup>4</sup>	Open common areas	Same as Possession Date of the Larger Property
20.	<b>Landscape Features</b>		
	Gazebos at selected locations	Inside the Larger Property	Same as Possession Date of the Larger Property
	Solar charging pods at selected locations	Within the Gazebos Inside the Larger Property	Same as Possession Date of the Larger Property

<sup>1</sup>Tennis Centre is as per the Master Plan and Area Chart Sanction of the Sports City Sector 150 dated 17 January, 2017 issued by the Architecture and Town Planning Department, NOIDA and is part of the common sports facility of the Sports City and all the residents and occupants of the Sports City, including the residents of the Phase II Project shall be entitled to use the Tennis Centre.

<sup>2</sup>To be maintained and operated by third party operators subject to approvals and permissions.

<sup>3</sup>All the residents and occupants of the Sports City shall have free ingress and egress to the Phase 1 Project, with respect to the Tennis Centre.

<sup>4</sup>The usage costs of the Wi-Fi services are to be borne by the Applicant/s as part of maintenance expenses.

<sup>\*\*</sup>2 KVA (Mandatory) power back up for 2BHK and 3KVA (Mandatory) Power Back up for 3BHK. The usage costs of power back up are to be borne by the Applicant/s as part of maintenance expenses.

**ARCHITECTURAL AND DESIGN STANDARDS OF THE PHASE II PROJECT**

1.	The Building is Designed as per the IS code Seismic Zone-IV
2.	The CFL/Light Fixtures Shall be provided in the common areas.
3.	Adequate Lighting shall be provided on internal roads, basements and in landscape areas.
4.	The Towers are designed as framed structure with Columns, Beams and shear wall.

PROMOTER

ALLOTTEE(S)

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

**SIGNED SEALED AND DELIVERED** )  
For and on behalf of the within named )  
**PROMOTER**, through its )  
Constituted attorney )  
Mr \_\_\_\_\_ )

**SIGNED SEALED AND DELIVERED** )  
For and on behalf of the within named )  
ALLOTTEE(S) )  
1. \_\_\_\_\_ )  
2. \_\_\_\_\_ )

**WITNESSES** )  
1. \_\_\_\_\_ )  
 )  
2. \_\_\_\_\_ )

**RECEIPT AND ACKNOWLEDGEMENT**

The Allottee(s) has/ have paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ) on or before execution of these presents and the balance consideration is payable as per the payment plan as agreed between the parties and attached to this Agreement.

**WE SAY RECEIVED**

**for Land Kart Builders Pvt. Ltd.**

**PROMOTER**

\_\_\_\_\_  
*PROMOTER*

\_\_\_\_\_  
*ALLOTTEE(S)*

**LIST OF ANNEXURES**

1.	<b>ANNEXURE 1</b>	A copy of the authenticated approved plan of the said Larger Property delineated in bold boundary line.
2.	<b>ANNEXURE 2</b>	A copy of the authenticated approved plan demarcating the said Building Area within the said Larger Property in hatched lines.
3.	<b>ANNEXURE 3</b>	Details of final plans, specifications and approvals etc. for the Project
4.	<b>ANNEXURE 4</b>	Approval of Building Plans from Noida Authority dated 24 October, 2016
5.	<b>ANNEXURE 5 (Colly)</b>	The authenticated copies of Certificate of Title and the list of encumbrances on the Project and encumbrance
6.	<b>ANNEXURE 6</b>	The authenticated copy of the RERA registration certificate of the Project.
7.	<b>ANNEXURE 7</b>	Declaration cum Affidavit
8.	<b>ANNEXURE 8</b>	Application for membership of Association
9.	<b>ANNEXURE 9</b>	Forwarding Letter to Association
10.	<b>ANNEXURE 10</b>	Declaration
11.	<b>ANNEXURE 11</b>	Membership Form

PROMOTER

ALLOTTEE(S)

**ANNEXURE 1**

**COPY OF THE AUTHENTICATED APPROVED PLAN OF THE SAID LARGER PROPERTY**

*PROMOTER*

*ALLOTTEE(S)*

**ANNEXURE 2**

**COPY OF THE AUTHENTICATED APPROVED PLAN HIGHLIGHTING THE SAID BUILDING AREA WITHIN THE SAID LARGER PROPERTY IN HATCHED LINES.**

*PROMOTER*

*ALLOTTEE(S)*

**ANNEXURE 3**  
**LIST OF PERMISSIONS AND APPROVALS**

Sr. No.	List of approvals	Date
1.	Approval of Building Plans from Noida	24 October, 2016
2.	NOC for height clearance from Airport Authority of India	20 January, 2017
3.	Details and sanction for supply of#	
	a) civic and infrastructure facilities such as, electricity	To be applied for as per development plan
	b) Sewer and sanitation	Approval received from State Level Environment Impact Assessment Authority, Uttar Pradesh bearing ref. 1233/ Parya/ SEAC/ 2901/ 2014/ AD(H) dated 28 October, 2015
	c) municipal water,	Approval received from NOIDA bearing memo NOIDA/ PO/ water tax/136/ 2015 dated 25 June 2015
	d) fire-fighting facilities,	Approval of Fire Fighting Scheme from Commissioner, Municipal Corporation Noida dated 25 October, 2016
	e) Renewable energy	Indian Green Building Council ( IGBC) Registration application vide letter dated 8, August, 2016
	f) external access roads of the Project	NOIDA
4.	RERA Registration Number and all RERA details	Registration no. [****] validity upto [****]  Web link: <a href="http://www.up-rera.in">http://www.up-rera.in</a>

\*The Promoter has clarified to the Allottee(s) that the Phase II Project may not have the necessary civic and infrastructure facilities in place as on the date of booking or at handing over of possession of the said Unit, as the same is to be provided by the concerned government or local authority or body. The Allottee(s) agrees that since this is beyond the control and scope of the Promoter, they shall not hold the Promoter responsible for the delay/ non-provision of civic and infrastructure facilities by any authority.

PROMOTER

ALLOTTEE(S)

**ANNEXURE 4**  
**COPY OF APPROVAL OF BUILDING PLANS FROM NOIDA AUTHORITY DATED 24 OCTOBER,**  
**2016**

PROMOTER

ALLOTTEE(S)

**ANNEXURE 5 (colly)**  
**COPY OF THE TITLE CERTIFICATE**

PROMOTER

ALLOTTEE(S)



**ANNEXURE 5**

**LIST OF ENCUMBRANCES ON THE SAID PHASE II PROJECT AS ON DATE OF  
REGISTRATION UNDER RERA**

**A. Encumbrance:**

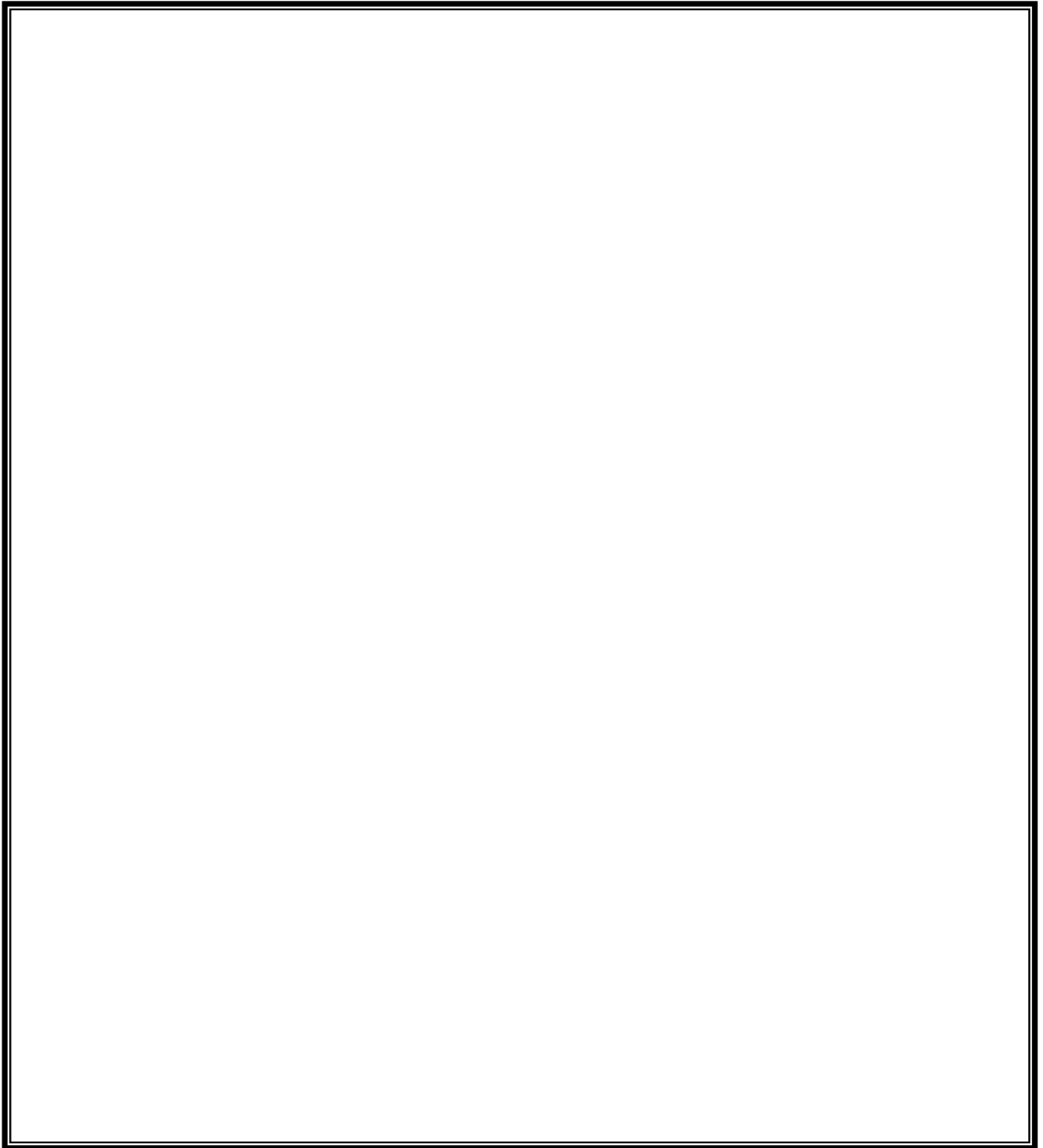
- The Noida Authority, being the Owner of the Group Housing Plot has the first charge over the Group Housing Plot for recovery of any unpaid and outstanding dues in favour of NOIDA Authority. The Project Land admeasuring 83,970 sq. meters situated at Plot No.SC -02/A1, Sector 150, Noida has been mortgaged in favour of Aditya Birla Finance Limited through its trustee Axis Trustee Services Limited for project finance.

**B. Litigations** – No litigation on Land and/or on project as on date of registration under RERA.

PROMOTER

ALLOTTEE(S)

**ANNEXURE 6**  
**THE AUTHENTICATED COPY OF THE REGISTRATION CERTIFICATE OF THE PHASE II PROJECT**  
**UNDER THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT 2016.**



PROMOTER

ALLOTTEE(S)

**ANNEXURE - 7**

**DECLARATION**

I/ We, Mr./ Mrs./Ms. \_\_\_\_\_  
R/o \_\_\_\_\_

OR M/s. \_\_\_\_\_  
having its registered office at \_\_\_\_\_  
through its Authorised Signatory \_\_\_\_\_

Do hereby declare that we are the Allottee(s) Unit No. \_\_\_\_\_ at Floor \_\_\_\_\_ in Block \_\_\_\_\_, "Eureka Park", constructed at Plot No. SC-02/A1 Sector 150, NOIDA, District Gautam Budh Nagar, Uttar Pradesh and that we shall abide by the terms and conditions of this Agreement. We further undertake to comply with the decisions of the Association (as and when formed) taken from time to time. We also undertake to pay monthly subscription/ common expenses or other fund or deposit in accordance with the decisions of the General Body/ Board of Managers of the Association.

Date ..... Signature .....

Place ..... Full Name .....  
(In Block Letters)

**AFFIDAVIT**

I/We \_\_\_\_\_  
R/o \_\_\_\_\_ or  
M/s. \_\_\_\_\_ having its  
registered office at \_\_\_\_\_  
through its Authorised Signatory \_\_\_\_\_ do  
hereby affirm and declare as under:

1. That I/ we have purchased a flat No. \_\_\_\_\_, on \_\_\_\_\_ floor, in \_\_\_\_\_ Block, having a carpet area of \_\_\_\_\_ sq. mtrs / \_\_\_\_\_ sq. ft. in "Eureka Park Phase-i", constructed at Plot No. SC-02/A1 Sector 150, NOIDA, District Gautambudh Nagar, Uttar Pradesh (hereinafter referred to as "the Unit) from M/s., **Land Kart Builders Pvt. Ltd.** (herein referred to as '**Promoter**').
2. That the Promoter has offered to install requisite equipment in order to make available power backup in the Project.
3. That I/ we accept the above offer on the broad terms as envisaged herein below.
4. That I/ we hereby agree to avail power backup services at the Unit, to be provided by the nominated Maintenance Agency of the Promoter (hereinafter referred to as the 'Maintenance Agency').
5. That I/ we do hereby affirm and declare that I/ we shall use the power backup services in conformity with the conditions, rules, regulations, circulars, instructions, notices and

\_\_\_\_\_  
*PROMOTER*

\_\_\_\_\_  
*ALLOTTEE(S)*

- information as may be provided by the Promoter / Maintenance Agency.
6. That I/ we do hereby agree, affirm and declare that I/ we shall regularly pay the proportionate consumption charges calculated on per unit metered reading basis, that may installed by the Promoter / Maintenance Agency from the Electrical supply Promoter (ESC) and / or any alternative source of energy.
  7. That I/ we do hereby agree and affirm that I/ we shall be billed by the Promoter / nominated Maintenance Agency based on metered reading and that I/ we undertake to pay the same within 7 days of receipt of the said bill.
  8. That I/ we agree that in the event the Promoter installs a separate electric meter for such purpose, I/ we shall have no objection to the same.
  9. That I/ we understand that in the event a separate electric meter is installed by the Promoter / Maintenance Agency from the Electrical supply Promoter (ESC) and / or any alternative source of energy, the cost of such installation / repairs / replacement shall be borne by me / us.
  10. That I/ we hereby agree and affirm that in the event of non-payment of the aforesaid bills within due date, the Promoter / Maintenance Agency shall be at liberty to disconnect the said Power Backup services and demand payment of interest on the delayed payment at such interest rates at par with long term deposit along with other surcharges at applicable rates which I/ we shall be obliged to pay. Further any reconnection of the same shall be done only after payment of all the dues, including interest, cost, damages, etc. I/ we agree that the cost of reconnection shall be borne by me / us.
  11. That I/ we shall pay all the aforesaid charges billed to me / us and I/ we shall not hold or delay the payment of bill of any difference / dispute as to the accuracy or otherwise. I/ We further agree and affirm that in the event of any difference/dispute, I/ we shall first pay the required bill and thereafter seek to resolve the dispute within seven days of the due date as stated in the bill.
  12. That I/ we do hereby agree and affirm that all installations including but not limited to electrical wiring inside the Unit shall be done in conformity with the specifications and standards provided by the Promoter / Maintenance Agency at costs to me / us. I/ we shall be solely responsible for any accident, injury, damage to the Unit /Building and shall not hold the Promoter / Maintenance Agency responsible for any default or non-compliance in this regard.
  13. That in the event the Unit is Leased / Licensed to any other person or entity, I/We shall indemnify the Promoter / Maintenance Agency towards timely and adequate payment of bills towards the aforesaid power backup services.
  14. That in event the Unit is Leased / Licensed to any other person or entity, I/We shall indemnify the Promoter / Maintenance Agency against any theft, misuse, nuisance, delay or default in payment of consumption and other charges due and payable by such person or entity.
  15. I/ we agree that in case of non-use of power backup services for a period of one month or more, I/ we shall pay the minimum per KWH of my/our connected load as per the circular / guidelines issued by the Promoter / Maintenance Agency from time to time, provided prior intimation thereof has been given to the Promoter / Maintenance Agency.
  16. That I/We agree and affirm that I/We shall always comply with the applicable laws for the time being in force including but not limited to electricity laws and shall throughout indemnify the Promoter / Maintenance Agency against non-compliance of the same on my / our part.

**DEPONENT**

**VERIFICATION**

Verified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ that the contents of Paras 1 to 16 of the Affidavit are true and correct to my own knowledge and that nothing material has been concealed therefrom.

PROMOTER

ALLOTTEE(S)

DEPONENT

ANNEXURE - 8

**Application for Membership of Association** (To be filled by ALLOTTEE(S))

From:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To,

The Secretary,

**"Eureka Park Apartment Owners' Association**

Plot No. SC-02/A1 Sector 150, NOIDA,

District Gautambudh Nagar,

Uttar Pradesh

Sir,

I/We have entered into an agreement with **Land Kart Builders Pvt. Ltd.** to purchase the Unit bearing unit No. \_\_\_\_\_, at \_\_\_\_\_ floor in \_\_\_\_\_ Block in the Complex "Eureka Park Phase -I".

Please enroll me as a member of the **"Eureka Park Apartment Owners' Association"**, and I/We herewith remit a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) towards entrance fees of the said Association.

Kindly keep me/us informed of the activities of the Association from time to time.

Thanking you,

Yours faithfully

*INSERT Re 1  
REVENUE STAMP*

(\_\_\_\_\_)

Allottee(s)/Member

Date :

\_\_\_\_\_  
*PROMOTER*

\_\_\_\_\_  
*ALLOTTEE(S)*

**ANNEXURE 9**

**SUB: FORMATION OF EUREKA PARK APARTMENT OWNERS' ASSOCIATION**

Dear Sirs,

Enclosed herewith is a duly filled Membership Form and Declaration for enrolment as Member of "**Eureka Park Apartment Owners' Association**".

I/We also authorize M/s \_\_\_\_\_ and / or its officers to process the documents / papers for formation of the Association and take all appropriate steps / action in this regard.

Thanking you,

Yours sincerely,

\_\_\_\_\_  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Encls: As above.

PROMOTER

ALLOTTEE(S)

**ANNEXURE 10**

**DECLARATION**

I/ We \_\_\_\_\_  
R/o \_\_\_\_\_  
or M/s. \_\_\_\_\_ having its  
registered office at \_\_\_\_\_  
\_\_\_\_\_ through its Authorised Signatory \_\_\_\_\_ do  
hereby declare that we are the ALLOTTEE(S) / owner(s) of Unit No. \_\_\_\_\_ at Floor \_\_\_\_\_ in  
Building \_\_\_\_\_, "Eureka Park Apartment Owners' Association" and that we shall  
abide by the provisions of the regulations applicable rules made thereunder and the Bye-laws of  
the Association. We further undertake to comply with the decisions of the Eureka Park  
Apartment Owners' Association taken by it from time to time. We also undertake to pay monthly  
subscription / common expenses or other fund or deposit in accordance with the decisions of  
the General Body / Board of Managers of the Association.

INSERT Re 1  
REVENUE  
STAMP

Date:.....

Signature.....

Place:.....

Full Name.....  
(In Block Letters)

PROMOTER

ALLOTTEE(S)

**ANNEXURE 11  
EUREKA PARK APARTMENT OWNERS' ASSOCIATION**

Unit No. \_\_\_\_\_  
Block / Tower \_\_\_\_\_,

**MEMBERSHIP FORM**

**Detail of Property**

Residential Apartment No.: \_\_\_\_\_ , Building: \_\_\_\_\_ carpet area:  
\_\_\_\_\_ sq. ft.

**Details of ALLOTTEE(S) / Owner:**

1. Name of Allottee /Owner:
2. Son / Daughter / Wife of:
3. Resident of:
4. Permanent Address:
5. Office Address:
6. Telephone:
  - a. Residence:
  - b. Office:
  - c. Mobile:
7. E-mail:

**PARTICULARS OF NOMINEE IF ANY:**

1. Name:
2. Son / Daughter / Wife of:
3. Resident of:
4. Permanent Address:
5. Office Address:
6. Telephone:
  - a. Residence:
  - b. Office:
  - c. Mobile:
7. E-mail :

PROMOTER

ALLOTTEE(S)