

AGREEMENT FOR SUB- LEASE

This Agreement for Sub-Lease ("**Agreement**") is executed on this _____ at Greater Noida, Gautam Budh Nagar, Uttar Pradesh,

BY AND BETWEEN

M/S. AURA INFRA BIZBIZ LLP (LLPIN: AAV-1372), a limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at A-19, Sector-63, Noida, Gautam Budh Nagar - 201301 (PAN- ABTFA6211H), represented by its authorized signatory _____ (Aadhar no. _____) authorized vide resolution dated _____ (hereinafter referred to as the "**Promoter**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **FIRST PART**.

AND

In case of an individual

MR. / MRS. / MS. (Aadhar no. _____ PAN _____)
S/O / W/O / D/O MR. _____ residing at _____
_____ & **MR. / MRS / MS.** _____
_____ (Aadhar no. _____ PAN _____)
_____ **S/O / W/O MR.** _____
_____ residing at _____
(hereinafter collectively referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

OR

In case of a Company

_____, (CIN: _____ & PAN: _____), a company existing under the provisions of Companies Act, 2013, having its Registered Office at _____ acting through Mr. _____ S / o. Sh. _____, R/o. _____, duly authorized under resolution dated _____ of its Board of Directors (hereinafter referred to as the "**Allottee**" which expression shall unless repugnant to the context hereof mean and include its successors, nominees and assigns) of the **OTHER PART**

OR

In case of a Partnership

_____, a partnership firm [registered under the Indian Partnership Act, 1932], having its principal place of business at _____, (PAN: _____), represented by its authorized partner _____, (Aadhar No. _____) authorized vide authorization letter dated _____, duly issued by all the partners, (hereinafter referred to as the "**Allottee**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his / her / their/its assigns) of the **OTHER PART**.

OR

If in case of an LLP

_____, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having registration no. _____, having its registered office at _____, represented by its authorized partner _____ (Aadhaar No. _____), duly authorized vide resolution dated _____ (hereinafter referred to as the "**Allottee**"), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his / her / their assigns) of the **OTHER PART**.

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

DEFINITIONS:

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

- (a) "**Agreement for Sale/Agreement**" shall mean and refer to this agreement entered into between the Promoter and the Allottee.
- (b) "**Allottee**" shall mean the person(s) to whom the Apartment has been allotted and whose particulars are set out in this Agreement and who has appended his/her/their signature in acknowledgement of having agreed to the terms and conditions of this Agreement
- (c) "**Apartment**" shall mean and refer to the apartment agreed to be purchased by the Allottee in the Project as per details specified in the Clause 1.1 of this Agreement for the permitted use under Applicable Laws in accordance with the terms and conditions of this Agreement;
- (d) "**Apartment Act**" means Uttar Pradesh Apartment (Promotion of Ownership & Maintenance) Act, 2010 as amended from time to time and the rules and regulation made thereunder;
- (e) "**Apartment Owner's Association**" shall mean and refer to an association of apartment owners as defined under Section 3(e) of the Apartment Act with respect to the Project and recognized by the Promoter in writing;
- (f) "**Applicable Laws**" shall mean and refer to all applicable statutes, laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, directions, guidelines, policies, codes, notices, judgments, decrees or any other requirement or official directive of any Authority or any person authorized to act under any Authority from time to time in relation to the Project, Apartment or the transaction between the Parties as contemplated herein, including but not limited to the Apartment Act and the RERA;
- (g) "**Approvals**" shall mean and include any registration, permission, permit, license, clearance, sanction, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or as may be necessary and required to be obtained from the Authorities and/or any third party in relation to construction, development, marketing and sale of the Project/Apartment as per terms hereof;
- (h) "**Authority(ies)**" shall mean and include any government body, statutory body, judicial or quasi-judicial authority, tribunal, Airport Authority of India, fire department, mining department, courts, tax authorities, development authorities like Greater Noida Industrial Development Authority (GNIDA) and/ or any other statutory authority, government/ local bodies, including but not limited to the Reserve Bank of India, any authority under FEMA, state electricity boards, its tribunal, the

Real Estate Regulatory Authority, duly constituted under the RERA, having jurisdiction over the Project/ Said Land;

- (i) "**Booking Amount**" shall mean 10% (ten percent) of the Total Sale Consideration (including Taxes) as per the payment plan agreed under **Schedule C** hereof;
- (j) "**Carpet Area**" means the net usable floor area of the Apartment, 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 Apartment and as more particularly defined under RERA;
- (k) "**Car Parking Space(s)**" shall mean and refer to the car parking space(s) designated for the exclusive use of the Allottee in the Project by the Promoter;
- (l) "**Common Areas**" excluding the Limited Common Areas and Independent Area, shall mean and includes:
 - (i) the entire land for the real estate Project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
 - (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of building;
 - (iii) the basements, terraces, parks, play areas, open parking areas and common storage spaces;
 - (iv) the premises for the lodging of persons employed for the management of the Project including accommodation for watch and ward staffs or for the lodging of community service personnel;
 - (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy, WTP, and STP areas;
 - (vi) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - (vii) all community facilities as provided as per Approvals in the real estate project;
 - (viii) all other portion of the Project necessary or convenient for its maintenance, safety etc., and in common use

It is clarified that Limited Common Areas shall be reserved for use of certain apartment or apartments to the exclusion of other apartments. Further, Independent Area may be used/sold by Promoter without the interference of other apartment owner(s) in the Project.

- (m) "**Completion/Part Completion Certificate**" shall mean the full/ part-completion certificate/ occupation certificate / part occupation certificate issued by the Authority after completing the development and construction of the respective tower/ block/ Project in which the said Apartment is located, according to the provisions of Applicable Laws;
- (n) "**Conveyance Charges**" shall mean the stamp duty and the registration charges as per provisions of the Applicable Laws and all incidental and legal costs and expenses for preparation and execution of the Sub-Lease Deed for the transfer of lease hold rights in the Apartment in favour of the Allottee after obtaining Completion/Part Completion Certificate for the Apartment and clearance of all encumbrances in terms hereof to the Promoter;

- (o) "**FEMA**" shall mean the Foreign Exchange Management Act, 1999 or any amendment thereof;
- (p) "**Government**" means the Government of Uttar Pradesh and/or Indian Government as the case maybe;
- (q) "**Force Majeure**" shall mean war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature and/or any event over which the Promoter does not have any control including but not limited to ban on construction activities upon the direction / instruction of the Authority and litigation / injunction / stay order granted by any Authority/Court/Forum in relation to the Project or any part thereof, affecting the regular development of the Project and any event or circumstance similar or analogous to the foregoing;
- (r) "**IFMSD**" shall mean the interest-free maintenance security deposit payable by the Allottee under this Agreement towards security for adjustment of any unpaid Maintenance Charges as may be payable by the Allottee in terms of the Maintenance Agreement;
- (s) "**Independent Areas**" means those areas which have been declared to be a part of the Project but are not included as Common Areas or Limited Common Areas and may be used/leased/sold by the Promoter without the interference of other apartment owners and/or Apartment Owner's Association in the Project;
- (t) "**Interest**" shall mean interest at the rate which is equivalent to 'State Bank of India's Marginal Cost of Lending Rate (MCLR) on home loan + 1%' as applicable from time to time, or any other rate of interest as may be prescribed under any Applicable Laws;
- (u) "**Limited Common Areas**" shall mean such common areas and facilities in the Project (but not forming part of the Common Areas) that are reserved for use of certain apartment or apartments to the exclusion of other apartments in the Project, and includes all areas detailed as Limited Common Areas . It is clarified that unless otherwise expressly provided for, the Allottee shall not have any right, title or interest in the areas designated as Limited Common Areas in the Project.
- (v) "**Maintenance Service Agency**" or "**MSA**" shall mean the agency/ body/ firm/ company engaged for maintenance and upkeep/ security of the Project;
- (w) "**Maintenance Agreement**" shall mean an agreement to be executed between the Allottee and the MSA or its appointed agency or nominee in the standard format prescribed by the Promoter, which is applicable and binding for all the apartment owners and occupants of the Project, for the maintenance and upkeep of the Project as a whole;
- (x) "**Payment Plan**" shall mean the payment plan selected by the Allottee for payment of Total Sales Consideration of the Apartment as more particularly described in **Schedule-C** of this Agreement;
- (y) "**Project**" shall mean and refer to the project "[●]" being developed by the Promoter over the Said Land;
- (z) "**Promoter**" means M/s. Aura Infrabiz LLP, (LLPIN: AAV-1372), a limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at A-19, Sector-63, Noida, Gautam Budh Nagar - 201301 (PAN- ABTFA621 1H);
- (aa) "**PLC**" or "**Preferential Location Charges**" shall mean the charges to be paid by the Allottee(s) in case the Apartment is allotted to the Allottee(s) is preferentially located.
- (bb) "**Replenishment Fund**" shall mean a fund established by the Promoter from the deposit payable by the Allottee(s) for the purpose of replacing plants & machinery and other facilities and

amenities within the Project including any other capital expenditure to be incurred within the Project / building in the Project in which Apartment is situated, post completion of the Project;

- (cc) “**RERA**” / “**Act**” shall mean Real Estate (Regulation and Development) Act, 2016 including any statutory enactments, amendments or modifications thereof and any other rules, regulations or by-laws framed thereunder;
- (dd) “**Real Estate Regulatory Authority**” shall mean Uttar Pradesh Real Estate Regulatory Authority;
- (ee) “**Said Land**” shall mean land as mentioned in Recital D and is more particularly described in the Schedule hereunder;
- (ff) “**Section**” means a section of the Act;
- (gg) “**Sub-lease Deed**” shall mean a document duly executed and registered with the office of the Sub-Registrar/ Registering Authority by the Promoter in favour of the Allottee for the purposes of transferring: (a) all the rights, and interests in the Apartment; and (b) the proportionate undivided interest of the Allottee in the Common Areas of the Project ;
- (hh) “**Statutory Charges**” shall mean and include the charges to be paid to any Authority and as mentioned in this Agreement; and
- (ii) “**Taxes**” shall mean and include all applicable taxes, cesses, levies, duties, including but not limited to Goods and Service Tax (GST), property tax, fees and other applicable taxes presently and/ or imposed by the Authorities at any time in the future (including with retrospective effect, if any) in respect of the Project/Apartment/Total Sale Consideration hereunder including even after the sale and handing over of possession of the Apartment, which shall additionally be payable by the Allottee which are not included in the Total Sale Consideration and any other charges.

WHEREAS:

- (A) That, Greater Noida Industrial Development Authority (“**GNIDA**”) had launched the scheme for allotment of group housing plots under the scheme No. BRS01/2014-15.
- (B) One Grand Realtech Limited and its associate companies (hereinafter collectively referred to as “**Consortium**”) applied to GNIDA for allotment of Plot No. GH-04, Sector-12, Greater Noida (West), District- Gautam Buddh Nagar, Uttar Pradesh, admeasuring approx. 60,000 Square Meters (hereinafter referred to as “**Larger Plot**”), under the said scheme. Pursuant to the application filed by the Consortium, GNIDA allotted the Larger Plot to the Consortium *vide* the allotment letter dated 07.08.2014, bearing No. PROP/BRS-01/2014-15/1587, on the terms and conditions mentioned therein.
- (C) That, vide the letter dated 26/04/2016 bearing No. PROP/BRS-01/2014-15/2016/561, issued by GNIDA, the Larger Plot was sub-divided into Plot No GH-04A and GH- 04B respectively, each admeasuring 30,000 Square Meter each.
- (D) That, Plot No GH-04A, Sector- 12, Greater Noida (West), Gautam Budh Nagar, Uttar Pradesh, admeasuring 30,000 Sq. Mtrs. (hereinafter referred to as “**Said Land**”) was leased by GNIDA, in favour of Lotus SRS Buildtech Private Limited (“**Land Owner**”) *vide* lease deed dated April 28, 2016, bearing document No. 20344, in Book No. 1, Volume No. 10907 on pages 331 to 374, duly registered in the office of Sub Registrar Sadar, Gautam Budh Nagar on April 29, 2016 (“**Lease Deed**”), on the terms and conditions mentioned therein. Pursuant to the Lease Deed, the Land Owner also took possession of the Said Land on May, 20, 2016, vide Possession Letter dated May 20, 2016 20bearing No. Prop/BRS/2016/710. . Pursuant to the said Lease Deed, the Land Owner was seized and possessed of or otherwise well and sufficiently entitled to and had the absolute and

exclusive right to the Said Land, and was in exclusive physical possession, use, occupation and enjoyment of the Said Land

- (E) As per terms of the said scheme and the Lease Deed, the Said Land has been earmarked for the purpose of developing a [residential condominium comprising of residential apartments, club house and shops]. Further the Residential Floor Area Ratio (“**FAR**”) currently available on the Said Land is 3.5 (“**Project FAR**”). The Said Land also has the provision of 5% Green Building FAR, Future FAR & Transit Oriented Development (TOD)/Metro FAR.
- (F) The Land Owner represented to the Promoter except for the Land Owner, no other person has any right or interest in the Said Land in any manner whatsoever and the Land Owner has full power and authority to deal with the Said Plot in the manner as it may deem fit and the Land Owner is in legal, peaceful, vacant and unhindered possession of the Said Land. The Land Owner further represented and warranted to the Promoter that the Said Land is free from all sorts of encumbrances, no third party has any claims, rights, entitlements, title or interest of any kind whatsoever in the Said Land or the development rights pertaining thereto, and the Said Land is not a subject matter of any security against loans taken by the Land Owner or any third parties and the Said Land is fully marketable.
- (G) That based on the representations made by the Land Owner, the Promoter and the Land Owner entered into a Joint Development Agreement dated [●] which was duly registered in the office of Sub-Registrar Sadar Gautam Budh Nagar on [●] vide registration no. [●] (hereinafter called the “**Development Agreement**” / “**JDA**”). By virtue of the JDA, all the development rights in relation to the Said Land including but not limited to the possession and enjoyment of the Said Land, right to construct, develop, market and sell the Project on the Said Land and such other rights as specified in the said JDA has been granted by the Land Owners to the Promoter. These rights include full and exclusive authority to the Promoter to plan, design, and construct residential and/or commercial buildings, infrastructure, and amenities on the Said Land in accordance with approved plans and Applicable Laws. The Promoter is authorized to enter and enjoy the Said Land, undertake construction activities, and perform all necessary actions for the Project's development. Furthermore, the Promoter holds the exclusive right to market and promote the Project, utilizing various channels to attract potential buyers and investors, and to sell and allot apartments within the Project including entering agreements for sale, executing sale deeds/lease deeds, and transferring ownership in compliance with the terms of the JDA and Applicable Laws. The Promoter may engage third-party contractors, consultants, architects, engineers, and professionals as needed for Project development, marketing, and sales activities.
- (H) That in terms of the power and authority granted in favour of the Promoter under the said Development Agreement, the Promoter has decided to undertake construction and development of a residential project under the name and style of ‘[●]’ (“**Larger Project**”) on the Said Land and has absolute right and authority to convey and handover the apartments proposed to be constructed on the Said Land.
- (I) The Promoter intends to construct and develop the Larger Project in phases. The first phase (hereinafter referred to as "**Phase I**") will encompass the development of multiple towers/buildings along with necessary Common Areas and Facilities. Phase I is more particularly delineated in the sanctioned layout as approved by GNIDA, annexed herewith as **Schedule G**. The balance part of the Larger Project, marked as future development/expansion in the sanctioned layout plan approved by GNIDA and annexed herewith as **Schedule G** (hereinafter referred to as "**Future Phases**"), will be developed by the Promoter in the future as per Approvals and Applicable Laws.
- (J) The GNIDA has granted the requisite approvals to the Promoter for the development of the Project vide Sanction Letter dated April 30, 2024 bearing Application no. PLG/BP/SM-25-Sep-2023:19316. The Promoter has also obtained the layout plan, sanctioned plan, specifications and

all necessary approvals for the Project and also for the apartment, or building, as the case may be, from GNIDA. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in compliance with Section 14 of RERA and other Applicable Laws.

- (K) The Promoter has registered the Project under the provisions of RERA with the Real Estate Regulatory Authority on [●] under registration no. UPRERAPRJ[●].
- (L) The Allottee after fully satisfying himself/herself/themselves/itself in respect to the final layout plan, sanctioned plan, future expansion, specifications and approvals for the Project as approved by the Authority and about the status/right/title/interest of the Promoter over the Said Land on which the said Apartment/Project is being developed/constructed had applied for allotment of an apartment/ unit in the Project vide application no. [●] dated [●]. Pursuant to the said application, the Promoter has allotted apartment/unit no[●] having Carpet Area of [●] sq. ft. ([●] square meters) & balcony area of [●] sq. ft, type [●], on [●] floor in [tower/block/building] no. [●] along with [●] Car Parking (as specified in Clause 1.1 hereof) with impartible and undivided proportionate share in the land area underneath the [tower/block/building] in which the Apartment is situated and of pro-rata share in the Common Areas (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan of the Apartment is annexed hereto and marked as **Schedule B**);
- (M) 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 sub-lease and the Allottee hereby agrees to take on Sub-lease the Apartment, as per the terms contained hereunder.
- (N) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- (O) The Agreement detailed below, shall prevail over all other terms and conditions given in the brochures, advertisements, price lists, booking booklets, and other sale documents. This cancels all previous document issued prior to this Agreement. The Allottee shall quote the Apartment no. in all future communication with the Promoter.
- (P) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the prevalent laws, rules, regulations, notifications, etc., applicable to the Project.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to provide to the Allottee and the Allottee hereby agrees to take the Apartment as specified in Recital L on sub-lease hold basis, in pursuance of said Lease Deed. The detail of the said Apartment is as under:

Details of Apartment:

<u>Particulars</u>	<u>Details</u>
Block/Building/Tower No.	
Apartment No.	
Floor	
Type	

Carpet Area in Sq. Ft./Sq. Mt.	
Built-up Area in Sq. Ft./Sq. Mt.	
Balcony Area in Sq. Ft./Sq. Mt.	
Terrace Area in Sq. Ft./Sq. Mt. (if any)	
Super Area in Sq. Ft./Sq. Mt.	

- 1.2 The Total Sale Consideration for the Apartment is **Rs. /- (Rs..... Only)** ("**Total Sale Consideration**"). The break-up and description of the Total Sale Consideration is provided in **Schedule C** annexed hereof:

Explanation:

- (i) The Total Sale Consideration above includes the Booking Amount paid by the Allottee to the Promoter for the Apartment.
- (ii) The Total Sale Consideration above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other Taxes which may be levied, in connection with the Said Land and/or construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the association of Allottees or the competent authority, as the case may be, after obtaining the Completion / Part Completion Certificate;

Provided that in case there is any change/modification/increase in the Taxes (including but not limited to any development charges, infrastructure charges, lease rent and / or any increase in charges / taxes / levies etc., are levied on the Promoter in relation to the Project/Said Land/Apartment and/or the transaction contemplated hereunder) before the expiry of the scheduled date of completion of the Project as per registration with the Real Estate Regulatory Authority, which shall include the extension of registration, if any, granted to the said Project (or any part thereof) by the Real Estate Regulatory Authority, as per the Act, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification.

The Promoter shall provide to the Allottee the details of the Taxes paid or demanded along with the acts / rules / notifications / demand letter / notice together with dates from which such taxes / levies etc. have been imposed or become effective.

The Allottee shall make payments as and when demanded by the Promoter and / or as specified in **Annexure C**, within the time and in the manner specified therein.

Provided further that if there is any increase in the Taxes after the expiry of the scheduled date of completion of the Project as per registration with the Real Estate Regulatory Authority, which shall include the extension of registration, if any, granted to the said Project (or any part thereof) by the Real Estate Regulatory Authority, as per the Act, the same shall not be charged from the Allottee.

It is hereby agreed that any tax/levies, labour cess, farmer compensation, lease rent, or any other demands levies including but not limited to any development charges, infrastructure charges etc. are levied on the Promoter and/or its successors with respect to the Project and/or any taxes/levies/development charges/infrastructure charges etc. becomes retrospectively applicable in relation of the Project and/or the Apartment and the Promoter is required to pay such taxes/ development charges/infrastructure charges etc. to the Authorities, then such taxes/ levies, development charges, infrastructure charges, etc. shall constitute a part of the Statutory Charges, and the Promoter shall have the right to demand such charges/taxes/levies/demands from the Allottee for making payment thereof to the

Authorities, by providing a 15 (fifteen) days prior written notice, and the Allottee agrees to make payment of the same. The Allottee hereby agrees that the demand when made for the payment of the said amounts shall constitute an unpaid part of the Total Sale Consideration of the Apartment and the Allottee further agrees that even after the execution of Sub-Lease Deed, for such demands, the Promoter shall have the lien on the Apartment to the extent of the amount not paid by the Allottee.

- (iii) The Promoter shall periodically intimate in writing to the Allottee the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. The Allottee agrees that time is the essence in respect of all payments to be paid by the Allottee including the Total Sale Consideration and all other amounts, charges, dues as mentioned in this Agreement. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Sale Consideration of Apartment includes, recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, etc., more specifically as stated in **Schedule "D"** to this Agreement and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project, including the Limited Common Areas, if any, and excluding the Independent Area.
- (v) The timely payment of the amounts specified in Schedule-C and in various clauses of this Agreement, is an integral pre- requisite under this Agreement. In the event the Allottee defaults in the timely payment of any amounts payable in respect of the Apartment in terms hereof, the Allottee shall be liable to pay Interest from the date when such amounts become due for payment until the date of receipt by the Promoter.
- (vi) The Limited Common Areas do not constitute a part of the offer or the Common Areas of the Project or of the Project as a whole, and the cost of construction and development whereof (proportionate or otherwise) does not form part of the Total Sale Consideration of the Apartment, and the Promoter has the discretion to deal with the Limited Common Areas in the manner as it may deem fit. It is further clarified that the Limited Common Areas are reserved for use of certain apartments to exclusion of other apartments, and which may be allocated to specific apartments at the sole discretion of Promoter. Any right to use the Limited Common Areas by the Allottees or the visitors of the Project or by any third party shall be only after the prior written approval by the Promoter and shall be subject to necessary charges / fees charged by the Promoter either from the Allottees or directly from the users/third parties.
- (vii) The Promoter shall have the sole and exclusive right to allot the Car Parking Space(s) to the Allottee on such terms and conditions as it may consider necessary. The Allottee shall only have the limited right to use the Car Parking Space(s) to park his/her/its vehicle only. The Car Parking Space(s) will be appropriately ground-marked at the time of handing over possession of the Apartment and shall only be used to park vehicles meant for private use of the Allottee and for no other purpose. The Allottee hereby acknowledges that the said conditions with respect to Apartment is permanent in nature and shall not amended/deviated in any manner whatsoever.
- (viii) The right, title and interest of the Allottee (including undivided and proportionate interest in the Common Areas of the Project) as may be specified by the Promoter in the deed of

declaration and the amended declaration (if applicable) to be submitted by the Promoter (in compliance with the Apartment Act) with the concerned development authority under the Apartment Act which shall inter-alia define, limit and govern such right, title and interest of the Allottee and which will be conclusive and binding on the Allottee (“**Declaration**”). The Allottee shall use the Common Areas subject to the terms and conditions which shall be more specifically described by the Promoter in its Declaration and subject to the provisions of Apartment Act and Act.

- (ix) The Allottee understands that the Promoter shall construct a place for community/recreational activities which may be referred to as a ‘club’ or any other name that the Promoter may deem fit. The Allottee shall be entitled to get club membership without payment of any additional charges. However recurring usage charges/annual charges/periodic charges, if any, as applicable may be levied by the Promoter directly to the Allottee or by the entity designated to operate, maintain and manage such club/recreational facility, as the case may be, and the Allottee shall pay such recurring usage charges/annual charges/periodic charges on demand. The Allottee shall adhere to the rules, guidelines and policies for the usage of the club/recreational facility as may be applicable from time to time.
- (x) The Allottee(s) hereby confirms, agrees and acknowledge that the declared Independent Area for the purposes of the Apartment Act, namely [commercial spaces, convenient shops, restaurant, office, or any such space] are at the disposal of the Promoter and notwithstanding anything contained herein and/or otherwise, the Allottee shall not have any right, title and interest in this Independent Area and the Promoter may sell/transfer/assign/encumber/lease the same with or without construction or development, wholly or in part(s), to any intending purchaser and he/she/they shall not raise any objection/interference in any manner in connection therewith, either in person or in form of association. The Promoter reserves the right to modify the layout, design, and usage of the Independent Areas without prior consent from the Allottee, provided that such modifications do not adversely affect the Allottee’s rights over the Apartment and the Common Areas. Any future development or construction in the Independent Areas shall be at the sole discretion of the Promoter. No representation is being made by the Promoter to the Allottee with respect to the development of Independent Areas. The Allottee is fully satisfied and hereby acknowledges the contents of this clause and is informed and agrees that his ownership/title and rights are limited to the specific Apartment, and Common Areas, and it has no claim or interest in the Independent Areas, which the Promoter can manage and dispose of independently.

- 1.3 The Total Sale Consideration is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of in the land premium, lease rent, rate of Taxes (including additional Taxes, and charges), and / or development charges/fee payable to the Authority and/or any other increase in charges and/or any other cost, charges, demand, additional farmer’s compensation, etc. which may be levied or imposed by the Authority (including any Court or Tribunal) from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in such charges by the Authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee.

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

- 1.4 The Allottee(s) shall make the payment of the Total Sale Consideration and other charges as per the payment plan set out in **Schedule C ("Payment Plan")** of this Agreement. The Allottee is hereby agrees that he/she shall pay the Total Sale Consideration of the said Apartment as per the payment plan annexed as **Schedule-C** with this Agreement. The Promoter shall issue the demand on achieving/completing the milestone in the said Apartment as mentioned in the payment plan/schedule to the Allottee of the said Apartment. However, the Promoter may issue the demand on the basis of completion of particular milestone in the said Apartment as mentioned in the payment plan annexed as **Schedule C** for which Allottee has no objection
- 1.5 In case the Allottee wishes to finance the purchase of the Apartment through loan from a bank / financial institution, the responsibility of getting the loan sanctioned and disbursed, as per the Payment Plan will rest exclusively on the Allottee. The Promoter shall help/assist in facilitating the process. Furthermore, the Allottee shall be solely responsible to get the loan sanctioned and disbursed in accordance with the agreed Payment Plan as in consonance with Schedule C and to ensure its complete disbursement to the Promoter within the prescribed timelines. It shall be the responsibility solely of the Allottee to fulfil its payment obligations towards the bank / financial institution in a timely manner (as per the Allottee's agreement with such bank / financial institution) and shall indemnify the Promoter from all consequences accruing on account of having financed the Apartment. If any interest accrues on late payment of the demanded amount by the bank or financial institution, the Allottee shall be responsible and liable for all consequences, including the payment of the accrued interest.

Under all circumstances, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due, with respect to the Total Sale Consideration and/or such other charges as agreed to be paid by the Allottee under this Agreement, even in the cases where the Allottee has executed a separate agreement with a financial institution for financing the payments, for the allotment of the said Apartment. Any delay, shortfall in or denial of any payment to the Promoter shall be to the risk and cost of the Allottee in terms hereof.

Additionally, the Promoter shall not be liable, responsible, or accountable to any bank or financial institution for the refund of any monies advanced on behalf of the Allottee. The Promoter's responsibility towards such bank or financial institution shall be limited to facilitating the concerned bank or financial institution in obtaining the original executed Sub-Lease Deed, provided that the Allottee fulfills the terms of this Agreement. The Allottee shall be solely responsible and liable for making all payments to the bank or financial institution from whom the Allottee has borrowed the money. The Allottee indemnifies and shall keep the Promoter indemnified against all claims made against the Promoter or the Apartment by any such bank or financial institution

- 1.6 The Promoter may allow, in its sole discretion without any right to allottee, a rebate for early payments of installments payable by the Allottee by discounting such early payments ___per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.7 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee of the building or phase as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provision of the Act

- 1.8 The Promoter, after demand from the Allottee, shall confirm to the final Carpet Area that has been allotted to the Allottee after the construction of the Apartment / Building is complete and the Completion Certificate / Part Completion Certificate is granted by the Authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Sale Consideration of the Apartment payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is a reduction in the Carpet Area then the Promoter, on the written request of the Allottee, shall refund the excess money paid by Allottee within 45 (forty-five) days with Interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, which is not more than 3% (three percent) of the Carpet Area of the Apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square foot/square meter as agreed in Clause 1.2 **Schedule C** of this Agreement.
- 1.9 If due to any change in the layout / building plan, the Apartment ceases to be in a preferential location as was otherwise agreed between the Parties in writing, the Promoter shall refund the preferential location charges, if any paid by the Allottee and such refund shall be adjusted in the last instalment payable under the Payment Plan without any interest. However, if the Apartment subsequently becomes preferentially located, the Allottee shall pay additional preferential location charges to the Promoter, in the manner as demanded by the Promoter.
- 1.10 Subject to terms of this Agreement, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive leasehold rights in the Apartment.
 - (ii) The Allottee shall have the exclusive right to use the Car Parking Space only for the purpose of parking its vehicle.
 - (iii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Apartment Owner's Association / MSA after duly obtaining the Completion Certificate / Part Completion Certificate from the Authority as provided in the Act.
 - (iv) The Allottee has the right to visit the Project's site to assess the extent of development of the Project / Apartment with the prior permission of the Project's site in charge and shall be obliged to follow all safety regulations for such visit to the Project's site, as may be advised by the Project's site in charge before undertaking the visit to the Project's site. Any such visit to the Project's site shall be at the sole risk of the Allottee.
- 1.11 It is made clear by the Promoter and the Allottee agrees that the Apartment along with **[●] Car Parking Space** shall be treated as a single indivisible unit for all purposes. The Allottee shall have the exclusive right to use the designated Car Parking Space, however, solely for parking of vehicles and shall not be used by the Allottee for storage, commercial activities, or any other purpose. The Allottee shall be responsible for paying all Maintenance Charges for the Apartment and the Car Parking Space as a single unit. In the event that the Allottee decides to sell, transfer, mortgage or assign the Apartment, such sale, transfer, mortgage or assignment shall include the right to use the said Car Parking Space as a single unit. The Allottee cannot transfer or assign rights to use the Car Parking Space independently of the Apartment.
- 1.12 It is agreed that the Project is an independent, self-contained Project covering the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure

for the benefit of the Allottee. It is clarified that the 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.

- 1.13 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to Authorities, banks and financial institutions, which are related to the Project until the date of issuance of the Possession Notice). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.14 The Allottee has paid a sum of **Rs./- (Rs. Only)** as Booking Amount being part payment towards the Total Sale Consideration of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining Total Sale Consideration of the Apartment as prescribed in the Payment Plan (**Schedule C**) and other charges agreed to be paid hereunder as may be demanded by the Promoter within the time and in the manner specified therein:
- 1.15 Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay Interest from the due date until the date of receipt of such due amount by the Promoter.
- 1.16 The Allottee(s) cannot transfer the allotment and/or its rights, interests and obligations under this Agreement in favour of a third party without the prior written permission from the Promoter. It is however clarified that the permission to transfer the allotment and/or Allottee's rights, interests and obligations under this Agreement may be granted by the Promoter subject to completion of (i) [●] months from the date of execution of this Agreement; and (ii) payment of [●]% ([●] percent) of the Total Sale Consideration. The Promoter may at its sole discretion permit the same subject to payment of administrative charges by the Allottee to Promoter as may be decided by Promoter from time to time and subject to Applicable Laws and notifications / directions / charges / fees of any concerned authority subject to such terms and conditions as the Promoter may impose and following the terms & conditions as mentioned in the Lease Deed. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment. Any such transfer or assignment shall be subject to rectification of any breach of this Agreement by the Allottee, payment of all dues payable to the Promoter in terms hereof until the date of transfer along with payment of Statutory Charges for the transfer, as applicable, and execution of necessary documentation by the Allottee and the other party in the standard format(s) approved by the Promoter. In case the Allottee has secured any finance/ loan against the Apartment from any financial institution/bank, a 'no objection certificate' of the financial institution/ bank will be a prerequisite for such transfer/assignment of Apartment. The Promoter shall always have a first right to buy back the said Apartment at the declared sale value. The sale consideration and the terms and conditions for the above said transfer between the Allottee and the transferee shall be settled between them. The Promoter shall act as a facilitator not being financially benefitted and as such not liable for any consequences of such transfer. The Promoter shall not be involved in determining or negotiating the sale consideration and shall not derive any financial benefit from such transfer.

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated

time as mentioned in the Payment Plan in **Schedule C** through A/c Payee cheque/demand draft/bankers' cheque or through RTGS / NEFT (as applicable) payable at par. The bank details for the same are as follows:

Name of Account Holder: _____
Bank Account Number: _____
Bank Name: _____
Branch Location: _____
City: _____
IFSC: _____

2.2 The Allottee hereby agrees that it shall make no cash payments towards any component of the Total Sale Consideration of the Apartment and/or any other charges agreed to be paid by the Allottee to the Promoter or its officers/employees, Broker and Agent etc. as per terms hereof.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India being non-resident/person of Indian origin/overseas citizen of India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility regarding matters specified in Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee after the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application / allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

3.3 The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and the Allottee shall remain solely and responsible for ensuring and making all the payments due. Such third party shall not have any right whatsoever in the said apartment even if any payment has been made by such third party. The Allottee shall remain solely, absolutely and directly responsible for any third-party payment that the Promoter may receive against the said Apartment. The Promoter is not privy to any understanding between the Allottee and the third-party making payment on behalf of the Allottee and the Allottee shall be responsible for all compliance with Applicable Laws in this regard. Notwithstanding the source of any payment, the Promoter shall issue the payment receipts only in favour of the Allottee even in the case of any bank/financial institution or company with whom a tripartite agreement has been separately executed for financing any payment for the said Apartment. Any delay, shortfall in or denial of any payment to the Promoter shall be to the risk and consequences of the Allottee in terms hereof. In addition, the Promoter shall not be liable, responsible or accountable to any bank,

financial institution for the refund of any monies advanced on behalf of the Allottee and the responsibility of the Promoter under any such tripartite agreement shall, subject to performance of the terms hereof by the Allottee, be limited to facilitating the concerned bank/financial institution to take the original executed Sub-Lease Deed. The Allottee shall be responsible and liable for making all payments to the persons whom he/she/they has/have borrowed the money and shall indemnify and keep indemnified against all claims made against the Promoter or the Apartment by such persons.

3.4 The Allottee acknowledges and agrees to comply with all Applicable Laws and regulations pertaining to the prevention of money laundering and the prohibition of benami transactions. The Allottee expressly agree that:

- (a) The Allottee is acquiring the Apartment for his own benefit and not as a benami, as defined under the Benami Transactions (Prohibition) Act, 1988 and any subsequent amendments thereto (hereinafter referred to as the "**Benami Act**"). The funds utilized for the purchase of the Apartment are derived from legitimate sources and are not in violation of the Benami Act or any other applicable laws. The Allottee agrees to disclose the true and lawful ownership of the Unit and to provide any additional information or documentation as may be required by the Promoter or any government authority to comply with the provisions of the Benami Act.
- (b) The Allottee shall adhere to the provisions of the Prevention of Money Laundering Act, 2002 ("**PMLA**"), including but not limited to, maintaining proper records, providing necessary disclosures, and cooperating with relevant authorities in case of any investigation or inquiry under the PMLA.
- (c) In the event that the Allottee is found to have engaged in benami transactions or money laundering activities, such actions shall constitute a material breach of this Agreement. The Promoter reserves the right to terminate this Agreement immediately and seek appropriate legal remedies, including indemnification for any losses, damages, or penalties incurred due to such violations.
- (d) The Allottee agrees to indemnify and hold harmless the Promoter from and against any and all losses, liabilities, claims, damages, costs, and expenses (including legal fees and disbursements) that may arise due to any misrepresentation or breach of the warranties and representations made by the Allottee under this clause.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

5.1 The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Real Estate Regulatory Authority and any extension thereof, and towards offering the possession of the Apartment to the Allottee and the Common Areas to the Apartment Owner's Association or the competent authority, as the case may be, subject to Force Majeure circumstances and provided the Allottee has complied with all its obligations as stipulated hereunder without any delay. Notwithstanding anything contained in this Agreement, if the Promoter completes the construction of the particular stage and / or offers the possession of the Apartment before its due date, the Allottee shall be liable to make all due payments as per the stage of construction achieved and / or the demand raised by the Promoter and the Allottee will

not be able to take the plea that he is only liable to make due payment as per the due date mentioned previously by the Promoter under the Payment Plan.

- 5.2 Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Payment Plan.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

- 6.1 The Allottee acknowledges that it has seen the sanctioned layout plan, future expansion of Project, specifications, amenities and facilities of the Apartment and accepted the floor plan, Payment Plan and the specifications, amenities and facilities (annexed along with this Agreement under **Schedule D** and **Schedule E**) which has been approved by the Authority, as represented by the Promoter.
- 6.2 The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities as approved by the Authority.
- 6.3 Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Apartment Act and shall not have an option to make any variation/alteration/modification in such plans, specifications, fittings, fixtures other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.
- 6.4 The Allottee acknowledges and agrees that the Promoter reserves the right to develop future phases of the Larger Project. The development of future phases will be undertaken by the Promoter in compliance with all Applicable Laws, rules, and regulations. The Allottee shall not raise any objections or claims with respect to the Promoter's right to develop future Phases or any activities related to its planning, sanctioning, marketing, selling and construction.

7. POSSESSION OF THE APARTMENT:

- 7.1 **Schedule for possession of the said Apartment-**The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Apartment Owner's Association or the Authority, as the case may be, is the essence of the Agreement. The Allottee understands and undertakes that, subject to the terms and conditions of this Agreement, timely payment of the Total Sale Consideration as per the Payment Plan mentioned in the **Schedule C**, and other charges due and payable are essential for the Promoter to offer the physical possession of the Apartment. The Promoter assures to offer the handover of possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities as specified by the Authority, required for offer of possession of the Apartment in place on or before [●] or such extended period as granted by the Real Estate Regularity Authority unless there is delay or failure due to Force Majeure conditions. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for this Agreement to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 (one hundred and twenty) days from that date. The Promoter shall inform the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she

shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

In case the project is developed in phases, it will be 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 Apartment Owner's Association in phases or once all phases are completed as the case may be, the Promoter shall have the right to charge maintenance charges from the Allottees.

7.2 Procedure for taking possession-The Promoter, upon obtaining the Completion Certificate / Part Completion Certificate from the Authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of Completion Certificate / Part Completion Certificate ("**Possession Notice**"), requiring the Allottee to complete the requirement as mentioned in the said Possession Notice (which may include but not be limited to (a) payment of any unpaid amounts of the Total Sale Consideration (if any), as provided herein under the Payment Schedule, or as otherwise applicable under Applicable Laws; (b) effect the execution of the sub-lease deed; (c) payment of all sorts of transfer charges, other charges, processing fees, duties payable to the Authority on execution and registration of the Sub Lease Deed in respect of the Apartment in favour of the Allottee; (d) payment of the registration charges as per Applicable Laws, lease rent (as calculated and notified by the Promoter at the time of payment) and advocate / deed writing charges for the execution and registration of the Sub-Lease Deed of the Apartment, as intimated by the Promoter; (e) payment of maintenance charges, IFMSD, etc.; and (f) execution of necessary indemnities, undertakings, Maintenance Agreement and the likes as may be required or suggested by the Promoter in respect of the Unit and to get the same stamped and registered as required under Applicable Laws with the jurisdictional Sub-Registrar upon payment of applicable stamp duty and other applicable charges directly by the Allottee) within 30 (thirty) days of the date of such Possession Notice ("**Possession Notice Expiry Date**") and complete such other documentary requirements as may be necessary and the Promoter shall after execution of all such documentation and receipt of all outstanding payments from the Allottee including all dues payable under this Agreement permit the Allottee to assume possession of the Apartment. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession or after Possession Notice Expiry Date, whichever is earlier, agree(s) to pay the maintenance charges as per clause 11.3 as determined by the Promoter/Association of Allottees/maintenance agency, as the case may be. The Promoter shall hand over the occupancy/completion certificate of the apartment, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Apartment-Upon receiving Possession Notice, the Allottee shall take possession of the Apartment from the Promoter by complying with all the conditions as listed in the said Possession Notice and/or this Agreement, and subject to the fulfillment of such conditions to the complete satisfaction of the Promoter, it shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession until the Possession Notice Expiry Date, such Allottee shall be liable to pay to the Promoter, **holding charges per month**, as may be determined by the Promoter, (in addition to the Maintenance Charges) from the Possession Notice Expiry Date till actual date of taking over the possession of the Apartment by the Allottee. If the Allottee fails to come forward to take possession of the Apartment for a period of 6 (six) months from the Possession Expiry Date, then the Promoter shall be entitled to cancel the allotment of the Apartment and refund all monies paid by the Allottee, after deducting the Booking Amount along with the interest on delayed payments, brokerage, other charges, holding charges, maintenance charges, and Taxes, if any, incurred by the Promoter.

7.4 Possession by the Allottee - After obtaining the Completion Certificate / Part Completion Certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including

Common Areas, to the Apartment Owner's Association or the Authority, as the case may be, as per the Applicable laws.

The Allottee agrees and undertakes that after obtaining the possession of the Apartment, he / she will not raise any sort of objection, make any complaint to the Promoter / nominated MSA / any Authority / Court / Tribunal complaining about disturbance being caused to him / her due to ongoing construction / finishing of other units / blocks / future phases in the said Project.

7.5 Cancellation by Allottee-The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount, Interest paid on delayed payments, Taxes, commission / brokerage paid for the allotment, and holding charges, and maintenance charges (if any). The Promoter shall return 50% (fifty percent) of the balance amount of money paid by the Allottee within 45 (forty-five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Apartment or at the end of 1 (one) year from the date of cancellation/withdrawal by the Allottee, whichever is earlier. The Promoter shall inform the Allottee the date of re-allotment of the said Apartment and also display this information on the official website of UP RERA on the date of re-allotment.

Upon cancellation/withdrawal, all rights, interests, and claims of the Allottee in relation to the Project shall be null and void. The Allottee shall have no further claim against the Promoter and the Promoter shall be free to deal with the Apartment at its sole discretion.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a Promoter/developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with Interest including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due, subject to deduction of the amount alongwith interest (if any) financed by a bank/ financial institution to the Allottee for the purchase of the said Apartment.

Provided however, if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee, Interest for every month of delay, till the offer of the possession of the Apartment, which shall be adjusted by the Promoter against the final payment to be received from the Allottee(s) by the Promoter and if any balance amount remains payable after adjustment towards final payment, then in such case, the Promoter will return / refund the balance payable amount within 45 (forty-five) days from the actual date of possession of the said Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project;

- (ii) The Promoter has lawful rights and requisite Approvals from the Authorities to carry out development of the Project;
- (iii) That the Project is free from encumbrances of any kind, other than those as may be declared on the Real Estate Regulatory Authority's website.
- (iv) There are no litigations pending before any court of law or Authority with respect to the Said Land, Project or the Apartment; except as declared on the Real Estate Regulatory Authority's website.
- (v) All Approvals issued by the Authorities (and/or any third party) with respect to the Project, Said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, Said Land, Apartment and the Common Areas therein;
- (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 created herein, may prejudicially be affected;
- (vii) Except for the Development Agreement, the Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from providing the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the sub-lease deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Apartment Owner's Association or the competent Authority, as the case may be;
- (x) The Said Land, Project or the Apartment 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, Project or the Apartment;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Authorities till the date of Notice of Possession has been issued post receipt of Completion / Part Completion Certificate has been issued and till possession of the Apartment along with Common Areas (equipped with all the specifications, amenities and facilities) has been offered to the Allottee and the Apartment Owner's Association, MSA or the competent Authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- (xiii) The Promoter shall ensure that the development of future Phases does not materially interfere with or adversely affect the use and enjoyment of the Apartment and Common Areas and Facilities in Phase I. The Promoter will take all reasonable steps to minimize

disruption to the residents of Phase I during the construction and development of future Phases.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Real Estate Regulatory Authority. For the purpose of this Clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which Completion Certificate/ Part Completion Certificate, as the case may be, has been issued by the Authority; or
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by Promoter under the conditions listed in Clause 9.1 above, a non-defaulting Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with Interest, within 45 (forty-five) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, the Interest, for every month of delay till the date of offer of possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

- (i) In case the Allottee fails to pay the amounts specified in **Schedule C** and in various clauses of this Agreement, as may be due and payable to the Promoter in respect of the Apartment; or
- (ii) In case the Allottee fails to execute the Maintenance Agreement in terms thereof; or
- (iii) In case Allottee fails to replenish any shortfall in the IFMSD, or fails to pay the increased Maintenance Charges and / or increase in the amount of the IFMSD; or
- (iv) In case the Allottee fails to take the possession of the Apartment or to execute the Sub-Lease Deed due to any reason or comply with other terms and conditions as stipulated herein; or

- (v) In case of breach of any other representations, warranties, undertakings and covenants as set forth in this Agreement or any failure to perform, comply and observe any of them.

9.4 Upon the occurrence of any event of default by the Allottee, the Promoter may, at its sole discretion, and without prejudice to any other right / remedy available under Applicable Laws, call upon the Allottee by way of a written notice to rectify / cure the event of default within a time period of 30 (thirty) days. In case of default by the Allottee under the conditions listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter, without prejudice to any other right or remedy available to Promoter under Applicable Laws or as otherwise envisaged in terms hereof, may cancel the allotment of the Apartment and refund the money paid to him by the Allottee by deducting the Booking Amount, Interest, Taxes, commission & brokerage, holding charges, maintenance charges, if any, and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit. The Promoter thereafter shall be free to resell and/or deal with the Apartment in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the Booking Amount, Interest, Taxes, commission & brokerage, holding charges, maintenance charges, if any, would be refunded to the Allottee(s) by the Promoter only after realizing such amounts on resale but without any interest or compensation of whatsoever nature.

Provided that the Promoter shall inform the Allottee about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

10.1 The Promoter, upon issuance of the Completion / Part Completion Certificate by the Authority and on receipt of Total Sale Consideration of the Apartment and other charges including but not limited to stamp duty and registration charges as agreed to be paid by the Allottee under this Agreement from the Allottee, shall execute a Sub-Lease Deed and convey the leasehold rights and interest in the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the Completion / Part Completion Certificate by the Authority. However, where the Allottee fails to fulfill all and any obligations under this Agreement (including but not limited to failure to pay the Total Sale Consideration, failure to deposit the stamp duty and/or registration charges within the period mentioned in the notice, etc.), the Allottee authorizes the Promoter to withhold registration of the Sub-Lease Deed in his/her favour till such defect is cured by the Allottee to the complete satisfaction of the Promoter.

10.2 The Allottee agrees that in case the Allottee opts for a loan arrangement with any financial institutions/banks, for the purchase of the Said Apartment, the Sub-Lease Deed of the Apartment in favour of the Allottee shall be executed and registered only upon the Promoter receiving "No Objection Certificate" from such financial institutions/banks in writing.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

11.1 The Promoter, either by itself or through a maintenance service agency ("**MSA**") appointed by the Promoter, shall be responsible to provide and maintain essential services in the Project (including but not limited to proper functioning, safety, cleanliness, and aesthetic upkeep of the Common Areas and facilities within the Project) till the taking over of the maintenance of the Project by the Apartment Owner's Association upon the issuance of the Completion / Part Completion Certificate of the Project. The cost of such maintenance for 1 (one) year from the date of taking possession or Possession Notice Expiry Date whichever is earlier, is as mentioned in 11.3 below shall be paid by the Allottee to the Promoter / MSA in advance at the time of taking over the possession of the Apartment. However, if the Association of Allottees is not formed and/or the possession of the Common Areas and the obligation for maintenance of the Common Areas and facilities of the Project is not taken over by the Apartment Owner's Association, for any reason whatsoever, within 1 (one) year from the date of issuance of the Completion / Part Completion

Certificate of the Project, the Promoter / MSA shall be entitled to collect from the Allottees, amount equal to the amount of maintenance disclosed in Clause 11.3 + [●]% in lieu of price escalation for the purpose of the maintenance for next 1 (one) year and so on. The Promoter shall handover the balance amount paid by the Allottee towards maintenance charges available with it (including IFMSD) to the Apartment Owner's Association once it is formed and agree to take over the obligation for maintenance of the Common Areas and facilities of the Project.

- 11.2** Simultaneously with the taking over the possession of the Apartment, the Allottee shall pay IFMSD to the Promoter or the designated Maintenance Agency. This IFMSD is intended to secure the Allottee's obligations regarding the maintenance and upkeep of the Common Areas and facilities of the Project. The IFMSD shall be utilized for covering any unpaid Maintenance Charges, damages to Common Areas or facilities caused by the Allottee, or any other obligations of the Allottee under this Agreement and/or the Maintenance Agreement. The IFMSD is a security deposit and shall not bear any interest. The IFMSD, or any remaining balance thereof after deductions, shall be refunded to the Allottee without interest upon the termination of this Agreement or upon transfer of ownership of the said Apartment to a new allottee, subject to the condition that the Allottee has no outstanding dues or liabilities towards the Promoter or the Maintenance Agency and the new allottee assumes all responsibilities related to the IFMSD. In the event that the Allottee fails to pay any Maintenance Charges or causes any damage to the Common Areas or facilities, the Promoter or Maintenance Agency shall have the right to deduct the outstanding amounts or repair costs from the IFMSD. The Allottee shall replenish the IFMSD to its original amount within [●] days of receiving a notice for such replenishment
- 11.3** The Allottees agrees to enter into a Maintenance Agreement with the Promoter, or the Maintenance Service Agency appointed by the Promoter for maintenance and upkeep of the Project (including Common Areas & facilities) and undertakes to pay the Maintenance Charges thereof. The Allottee agree(s) to pay the Maintenance Charges as determined by the Promoter/MSA. The Allottee shall always maintain the amount of IFMSD at all times by paying the maintenance and other dues in time.
- 11.4** The Allottee agree(s) to pay the maintenance charges of **Rs. [●] /- per Sq. ft.** per month ("**Maintenance Charges**") from the from the date of taking possession or Possession Notice Expiry Date whichever is earlier. The Maintenance Charges are inclusive of insurance but excluding Taxes and shall be charged proportionately to all the allottees of the Project on the basis of the Carpet Area of the apartment as per the Maintenance Agreement. The Allottee accepts that the provision of such maintenance services shall at all times be subject to the timely payment of the Maintenance Charges, including but not limited to the IFMSD (including any further contributions to the IFMSD, when necessary).
- 11.5** The Maintenance Charges have been fixed in the context of the prices prevailing as on [●]. The enhancement/variation in the Maintenance Charges shall be subject to the increase in the cost of materials/services used for providing the maintenance services in the Project and the said enhancement/variation would be directly in proportion to the increase in such input cost from time to time.
- 11.6** Maintenance Charges and applicable price escalation
- i.** Existing Maintenance charges: Current Maintenance charges as on [●] are **Rs. [●]** per sq. ft. of carpet area per month plus taxes as applicable.
 - ii.** Price variation (Increase / decrease) in maintenance charges due to variation in Labour and Petrol/Oil/Lubricants (POL)
 - 1.** Adjustment for variation in wages of Labour:

If during the currency of maintenance period, the minimum wages of labour are increased by the competent authority under the Minimum Wages Act, the maintenance charges shall be revised (increase/decrease) accordingly on quarterly basis.

Variation for labour wages shall be worked out as under.

$$VL = M \times (Y / 100) \times ((Li - Lio) / Lio)$$

Where VL is Variation due to labour wages (i.e. increase or decrease in the amount in Rupees to be paid or recovered)

M: - 100% value of Maintenance charges

Y: - Labour component i.e. 75 % (Seventy five percent) of Maintenance Charge

Li: - Revised minimum wages of un-skilled adult male labour, fixed under any law, statutory rule or order, or applicable in the state where the project is located as applicable on the last date of the quarter previous to the one under consideration.

Lio:- Minimum wages of un-skilled adult male labour, fixed under any law, statutory rule or order, or applicable in the state where the project is located as applicable on

2. Adjustment for variation in POL:

$$VF = M \times (Z / 100) \times ((Fi - Fio) / Fio)$$

Where VF is Variation due to cost of Fuel, Oil & Lubricant (i.e. increase or decrease in the amount in Rupees to be paid or recovered)

M: 25 % value of Maintenance charges

Z: Component of Fuel, Oil & Lubricant in percent of the Maintenance Charges (i.e. 25 %)

Fi: All India whole sale price index for Fuel, Oil & Lubricant for the period under consideration as published by Economic Advisor to Govt. of India Ministry of Industry and Commerce, New Delhi as applicable on the last date of the quarter previous to the one under consideration.

Fio: All India whole sale price index for Fuel, Oil & Lubricant valid on

11.7 All common electricity, power back up, water and sewer charges and power backup charges for running all the Common Area, Limited Common Area, if any, services and facilities shall be paid by Allottee(s) on proportionate basis in addition to the charges mentioned above.

11.8 The total running and maintenance costs of all other power back up systems shall be borne by the Allottee(s) as per their usage over and above the general maintenance charges.

11.9 The maintenance of the Apartment including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the Allottee(s) from the date of offer of possession. Further, the Allottee(s) will neither himself do nor it shall permit anything to be done in the Apartment which damages any part of the building, the staircases,

shafts, common passages, adjacent unit/s or any part of the Project or violates any Applicable Laws.

- 11.10** Each Allottee shall contribute to the Replenishment Fund on a proportionate basis. The initial contribution amount as mentioned in the Payment Plan shall be payable at the time of taking over the possession of the Apartment. Thereafter, contributions shall be made annually or as determined by the Promoter/Apartment Owners' Association/MSA to ensure that adequate financial resources are available for major repairs, replacements, and upgrades of Common Areas, Limited Common Area if any, facilities, and equipment in the Project. The said Replenishment Fund will be used for long-term maintenance needs, capital improvements, and unforeseen expenditures. As and when any plant & machinery within the Project including but not limited to D.G sets, lifts, firefighting arrangements, electric, sub-station, pumps, or any other plant/equipment of capital nature etc. require replacement and up gradation, the cost thereof shall be met out of the said Replenishment Fund. In case the funds available in the said Replenishment Fund may not be sufficient to meet the requirement of the occasion for any such replacement, the Promoter or the MSA shall have the sole authority to decide the necessity of such replacement, up gradation, addition etc. including its timing or cost thereof and the Allottee agrees to abide by the same and pay such additional cost. A separate account of sinking fund shall be kept and rendered/ displayed on the notice board. The unutilized balance amount of Replenishment Fund shall be refunded to the Apartment Owner's Association at that time of handing over of maintenance of the Project to the Apartment Owner's Association.
- 11.11** Security arrangement is proposed to be provided in the Project. Accordingly, the Promoter/MSA shall have a free hand to restrict the entry of outside persons into the Project. The Allottee/s shall cooperate with the security agency at the entrance by avoiding forcible entry of any person/ vehicle etc. The security staff shall be allowed to carry out necessary checks at the entrance and exits without any exceptions. The provision of such security would not create liability of any kind on the MSA for any mishap, theft, acts of omission/commission etc., resulting at the hands of any miscreants or any other person. The security measures are implemented to enhance safety but do not guarantee complete prevention of incidents. The right of admission to the Project is reserved by the Promoter/MSA. The Promoter/MSA has the authority to deny entry to any person deemed suspicious or unauthorized, in the interest of the safety and security of the residents and the Project.
- 11.12** The Allottee agrees that the Promoter may obtain single point or multi point, as the case may be, electric connection for the entire Project from the Authorities and shall be legally entitled to supply power in the said. The Allottee shall enter into a separate agreement for supply of electricity and the same shall be provided with a prepaid electric meter. The Allottee further agrees that this arrangement of being supplied the power to individual Allottee shall be provided by the Promoter or its agent only through a separate energy distribution agreement, directly or through the Promoter's agent. It is further agreed by the Allottee that the Promoter shall have sole right to select the site for installations, determine the capacity and type of power generating and supply equipment, after taking diversity factor into consideration, as may be deemed necessary by the Promoter. It is also understood that the said equipment may be located anywhere in the complex. Till such time the necessary power connection is transferred to the respective society/ association of apartment owners, the distribution of power/power back up/ energy system shall continue to vest with the Promoter. For any reason whatsoever, if any malfunctioning in these installations is observed, the Promoter shall be responsible to get the same set right within a reasonable time but shall not under any circumstances or in any manner be responsible for it, nor shall be liable for any civil or criminal liability in this regard.
- 11.13** In case there is requirement of multipoint electric connection for the Project, the Allottee agrees to pay infrastructure cost which shall be decided by the Promoter at the time of possession. Further, the Allottee shall be solely responsible for applying, obtaining, and maintaining the said connection directly from the relevant electricity supply authority and the Promoter will provide all necessary support as may be required by the Allottee in this regard. The Promoter shall not be

held liable for any issues, disputes, or interruptions in the electricity supply to the Unit due to the Allottee's individual electricity connection. The Allottee shall address and resolve all such matters directly with the relevant electricity supply authority. The Allottee shall coordinate with the relevant electricity supply authority for the installation of the electricity meter and connection within the Unit. The Allottee shall ensure that the installation and maintenance of the electricity connection and meter comply with the safety standards and regulations prescribed by the relevant authorities. In the event the Allottee wishes to switch to a bulk supply of electricity provided by the Promoter in the future, the Allottee shall notify the Promoter in writing and comply with any procedures and requirements specified by the Promoter for such a switch and bear any costs or charges associated with the transition from an individual connection to the bulk supply of electricity.

- 11.14** The Allottee agrees and confirms that he/she/they shall pay the amount based on electricity tariff to the Promoter or its subsidiaries/affiliates directly or through the MSA/Apartment Owner's Association for consuming the power so supplied in the Apartment but shall have no ownership right, title or interest in the equipment so installed by the Promoter. The Allottee confirms and understands that the Promoter may provide power back-up systems/ generators in the Project as a back-up for power supply. Such power generating or supplying equipment may, during its operation, cause inconvenience to the Allottee and the Allottee shall have no objection to the same. The Allottee shall be liable to pay the consumption charges through a prepaid electric meter, which shall always remain under the control of the Promoter or its agency. The Allottee shall not have the right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever during the period, Allottee continues to be the owner of the said apartment. The clause shall survive the conveyance of the apartment or any subsequent sale/re-sale or conveyancing thereof.
- 11.15** The transformer, DG Sets, electrical panels and any other installations shall be located within the Complex. It shall be the endeavour of the Promoter that they are located in the best interests of the Allottee(s) and as such the location of the same shall be final and binding.
- 11.16** The Promoter agrees and acknowledges that after the formation of the Association, the provisions of maintenance services by the Promoter/MSA shall be subject to the consent of the Association and if the Association chooses to terminate the provisions of maintenance services by the Promoter/MSA, the Allottee shall execute a fresh Maintenance Agreement with the maintenance agency appointed by the Association.
- 11.17** The Promoter/MSA reserves the right to increase the IFMSD from time to time in keeping with the increase in the cost of maintenance services and the Allottee agrees to pay such increases within fifteen (15) days of the receipt of a prior written notice from the Promoter/its nominees (including MSA).

12. DEFECT LIABILITY:

- 12.1** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of offer of possession or the date of receipt of the Completion Certificate / Part Completion Certificate, whichever is earlier,, it shall be the duty of the Promoter to rectify such defects at its own costs, provided that:
- (i)** In case the damage to the Apartment or the Project is caused by the Allottee(s) / Apartment Owner's Association / MSA and / or is a result of any misuse / wear and tear and / or improper maintenance and undue negligence on the part of the Allottee(s) / Apartment Owner's Association / MSA and / or any damage caused due to Force Majeure; the Promoter shall not be liable to rectify such defects / damage. The Allottee acknowledges

that normal wear and tear and routine maintenance are the responsibility of the Allottee, and any issues arising from such wear and tear, or maintenance shall not be considered defects for which the Promoter is liable.

- (ii) The Promoter shall not be in any way liable to repair or provide compensation for structural defects where the Allottee(s) has made any structural changes in the Apartment or in the materials used therein.
- (iii) The Allottee understands and agrees that the building construction, in general, is heterogeneous in nature and any shortcomings inherent to such nature including but not limited to unequal contraction or expansion due to temperature variations, nature of joints between concrete and masonry, previous nature of concrete and plastered masonry etc. that may result in development of minor cracks, leakage or seepage of water shall not be termed as defects / damages or structural defects or defects in workmanship or quality of construction. Since plastered masonry and concrete are not waterproof in nature, as a result of which, there might be a chance of leakage / seepage through them if exposed to rainwater or any wet conditions. This will not be termed as defect / damage and no compensation shall be given to the Allottee(s) for all such happenings or any other type in any circumstances. The cost of any specialized treatment for repairing of cracks, waterproofing or stopping such resulting leakage and seepage will be borne and paid by the Allottee(s) separately.
- (iv) The Allottee is aware that the Promoter is not the manufacturer of the electrical systems, plumbing and sanitary fittings, other fixtures and accessories etc. including all / any proprietary items used or installed in the said unit / project. The Promoter does not warrant or guarantee the use, performance or otherwise of all / any such items. The Parties hereto agree that the Promoter is not and shall not be responsible for any defect or the performance / non-performance or otherwise of these items and that the Promoter shall not be liable to rectify / replace them. The Allottee shall raise all / any claims regarding such items directly to the respective manufacturers / suppliers, keeping the Promoter indemnified.
- (v) The Allottee understands that all machinery / equipment's / systems such as lifts, electrical equipment's, transformers, firefighting systems, DG sets etc. have been provided by third party manufacturers / service providers and any accidents / mishaps caused or attributable to all such equipment's and / or any other electromechanical machinery shall not be the liability of the Promoter.
- (vi) The Promoter shall not be responsible or liable for any indirect, consequential, or incidental damages, including but not limited to loss of profits, loss of revenue, loss of use, or loss of goodwill, arising out of or relating to any defects, whether structural or otherwise. In the event that any defect is found to be due to the actions or omissions of the Promoter, the liability of the Promoter shall be limited to the cost of rectifying such defect, and the Promoter shall not be liable for any additional costs or damages incurred by the Allottee.
- (vii) The Allottee shall promptly notify the Promoter of any defects in writing, providing detailed information and evidence of the defect. The Promoter shall have a reasonable period of time to inspect and rectify the defect.
- (viii) The Promoter's obligation to rectify defects shall not extend to any items that are covered under warranties or guarantees provided by third-party manufacturers or suppliers. The Allottee shall make claims directly against such third parties and not the Promoter.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

13.1 The Promoter/MSA/Apartment Owner's Association shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Apartment Owner's Association and/or MSA to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

13.2 The Promoter shall always have an unfettered right of access, ingress and egress to all terraces, common areas, lobbies, staircases, corridors, stilt, basements and all areas, described as Common Areas, Parking Area, without any objection from any of the allottees / Apartment Owner's Association, even after handing over the possession and maintenance of the Project to the nominated MSA / Apartment Owner's Association.

14. USAGE:

14.1 Use of Apartment: The Allottee shall use the said Apartment exclusively for residential use only and for no other purpose whatsoever. The Allottee shall not carry on, or permit to be carried on, in the said Apartment or use the said Apartment or permit the same to be used for any purpose other than residential purposes. The Allottee shall not do or suffer to be done anything that may cause nuisance, annoyance, or disturbance to the other Allottee(s) in the Project.

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project, or the Apartment, or the Common Areas which may be in violation of any Applicable Laws or rules of any Authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 Upon assuming possession of the Apartment, the Allottee may carry out interior works in the Apartment as per their requirements and use; provided no structural alterations or modifications are made to the Apartment. This includes not breaking existing walls or constructing new walls or permanent structures that change the internal layout plan of the Apartment. Before commencing any interior work, the Allottee shall obtain prior written consent from the Promoter /MSA/Apartment Owner's Association and adhere to their specified directions and requirements. No alteration work shall be carried out by the Allottee without obtaining prior written permission from the Promoter /MSA/ Apartment Owner's Association. The Allottee shall ensure that no work carried out by them will in any manner affect the apartments of other owners or Common Areas and Facilities or any other party of the Project in any manner. In the event any damage is caused to other apartments or Common Areas and Facilities and /or any other part of the Project, the Allottee shall be solely responsible for making good such damage at their own risk and cost and shall indemnify the Promoter /MSA/ Apartment Owner's Association at all times. Any internal works carried out in the Apartment shall not cause damage to the Apartment, electrical systems,

plumbing, and fire-fighting systems. The operating electrical load of all appliances installed inside the Apartment (e.g., ovens, air conditioners, coolers, water heaters, convectors, microwave ovens, refrigerators, televisions, lighting, and other fixtures and fittings) shall not exceed the electrical load provided for the Apartment and shall not pose any risk or hazard of fire. Any damage caused to other apartments or the Common Areas and Facilities due to such internal works shall be made good at the cost of the Allottee.

15.3 The Allottee shall abide by the following:

- (a) The balconies shall not be covered in any manner;
- (b) The Allottee will not install any window shades, awnings, window grills, air conditioning/heating units, or any other equipment in the Apartment (except at designated places as may be specified by the Promoter) without notifying the Promoter /MSA/ Apartment Owner's Association;
- (c) Vehicles shall be parked only at designated Car Parking Spaces;
- (d) The Allottee shall neither encroach upon any of the Common Areas and Facilities, passages, and corridors nor obstruct any amenities/services available for common use, nor store any articles in such areas or block them in any manner whatsoever; and
- (e) The Allottee shall not do anything that alters or changes the external façade, color scheme, and texture of the Apartment and shall not put up any structure (temporary or permanent) to cover any open areas common and shared with other occupants.

15.4 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the building in which its Apartment is located or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the Common Areas. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

15.5 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Apartment Owner's Association and/or the MSA. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.6 The Allottee agrees that the Promoter shall be entitled to sell, let, sublet, lease, give on leave and license or under any arrangement to persons of its choice or to use, in such manner as it may deem fit any of the unsold areas, Independent Areas. Limited Common Areas etc. and to receive any consideration in respect of the same, in accordance with Applicable Laws.

15.7 The Promoter has named the Project as "[●]" - and the name can be changed at any time and only at the sole discretion of the Promoter. Further at all times the word "[●]" - should be used as a part of the name of the Project. The Promoter shall have a right to display his name at a conspicuous place as the developer of the Project at all times including but not limited to signage at the entrance, on buildings, Common Areas, and any other strategic locations within the Project. The trademark on the word/style "[●]" and any associated logos, styles, or marks shall always remain with the Promoter. The Allottee acknowledges that all intellectual property rights, including trademarks, logos, and branding related to the Project name "[●]", are owned solely by the Promoter. The Allottee agrees not to use the Project name "[●]" or any similar mark in any manner that infringes upon the Promoter's trademark rights.

- 15.8** The Allottee shall become a member of the Apartment Owner's Association which will be formed by the owners of the apartments in the Project. The Allottee shall from time to time, in accordance with Applicable Laws, be required to pay the periodic membership / subscription charges as per demands raised by the Apartment Owner's Association, and sign and execute any application for membership and other papers, instruments and documents in this regard. The Allottee shall observe and perform all the rules, and regulations of the Apartment Owner's Association that may be specified under the bye laws of such Apartment Owner's Association.
- 15.9** The Allottee shall comply with all legal requirements for purchase of the Apartment after execution of this Agreement and shall sign all requisite applications, consents, declaration, NOCs, deeds, forms, affidavits, undertakings, etc., as may be required by the Promoter / Apartment Owner's Association / MSA and / or as may be required by the Authority under any Applicable Laws.
- 15.10** The Promoter shall have a first lien and charge on the Apartment in respect of compliance of all the covenants, undertakings and obligations of the Allottee and payment of all amount payable by the Allottee to the Promoter pursuant to this Agreement. Until the Sub-Lease Deed is executed and registered in favour of the Allottee in terms hereof, this Agreement shall not confer any right or interest upon the Allottee in respect of the said Apartment.
- 15.11** In the event of death of the Allottee, the person on whom the rights of the deceased devolve by law of succession shall, within 90 (ninety) days of devolution give notice of such devolution to the Promoter. The person(s) on whom the rights of the deceased Allottee shall devolve will be liable to provide to the Promoter the requisite documents showing such devolution as required under the Applicable Law and also liable for payment of outstanding dues to the Promoter, Maintenance Agency, any Authority and/or any third party, as the case may be.
- 15.12** The Allottee shall abide by all laws, rules and regulations of the Authority, Government of Uttar Pradesh, including GNIDA and comply with all the mandatory requirements and compliances of the Ministry of Environmental Impact Assessment (EIA) norms, Uttar Pradesh Pollution Control Board / Water Commission and MSA / Apartment Owner's Association and shall be responsible for all deviations, violations or breach of any of the conditions of law / bye laws or rules and regulations after the completion of the Project.
- 15.13** The Allottee understands and acknowledges that the Apartment shall be sub-leased upon the execution of the Sub-Lease Deed as an independent unit. Except the Apartment, the Allottee shall have no claim or right of any nature or kind whatsoever in respect of any other unit, whether allotted or not, unsold unit, open spaces, lobbies, staircases, lifts, terraces, roofs, green areas, basements, parking spaces or any other space not allotted to the Allottee, which shall all remain the property of the Promoter for all times unless the Promoter decides to dispose them off.
- 15.14** The Allottee understands and acknowledges that if there is any change in policy of the Government, by way of circular, notification, legislation, etc., resulting in enhancement of 'Floor Area Ratio' of the Project, the Promoter shall have the right to suitably amend the building plans and related Approvals of the Project accordingly and in compliance with Applicable Laws. The Allottee agrees that he/she shall have no objection to such enhancement / revision in the Floor Area Ratio and the consequential amendment in the building plans and related approvals.
- 15.15** From the date of the Possession Notice and till the time each apartment in the Project is not separately assessed, the Allottee agrees to pay on demand all applicable Taxes and other charge in respect of the Said Land / the Project / Apartment, as the case may be, in proportion to the Carpet Area of the Apartment.

15.16 The Allottee agrees and confirms that the Promoter shall at all times be entitled to develop, as part of the Project, any additional contiguous land parcels as per necessary approvals that may be obtained from the concerned authorities and seek changes in the approvals as per Applicable Laws for such development, in accordance with the procedures laid down in this Agreement. The Allottee further agrees and confirms that the Promoter shall be entitled to raise more floors as per the necessary Approvals obtained from the Authorities.

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

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

17.1 The Allottee acknowledges and agrees that the Promoter reserves the right to develop future Phases of the Larger Project. The development of future Phases will be undertaken by the Promoter in compliance with all Applicable Laws, rules, and regulations. The Allottee shall not raise any objections or claims with respect to the Promoter's right to develop future Phases or any activities related to its planning, sanctioning, marketing, selling and construction.

17.2 The Allottee acknowledges that the Promoter may require access through certain parts of Phase I for the construction and development of future phases. The Promoter shall have the right to use, lay, install, and maintain necessary utilities, infrastructure, and access routes through Phase I for the benefit of future phases, provided that such activities do not materially interfere with the use and enjoyment of the units and Common Areas and Facilities in Phase I.

17.3 The Promoter will integrate Common Areas and Facilities of Phase I with those of future phases. The Allottee agrees that such integration may occur, and the Common Areas and Facilities of Phase I will be used in conjunction with those of future phases. The Promoter shall ensure that the integration of such Common Areas and Facilities is carried out in a manner that provides for the efficient use and enjoyment of both Phase I and future phases by the respective occupants.

17.4 The Promoter reserves the right to modify, alter, or revise the plans, layout, design, and specifications of future phases at its sole discretion, subject to compliance with Applicable Laws. The Allottee acknowledges that such modifications or alterations may be necessary for the successful development and completion of future phases.

17.5 The Promoter reserves the right to make future amendments to the layout, plans, and specifications of future phases to comply with new regulations, market demands, or other relevant factors. The Allottee agrees that such amendments may be made without seeking their prior consent, provided such amendments are in compliance with Applicable Laws.

17.6 The Allottee agrees that no claims for compensation, damages, or any other relief shall be made against the Promoter in relation to the development of future phases. The Allottee waives any rights to object to or interfere with the planning, sanctioning, and construction activities of future Phases.

17.7 The Promoter shall have the exclusive right to utilize and avail of any available FAR on the Said Land (either forming part of the Project or otherwise) for future phases of the Project subject to applicable laws and regulations.

17.8 The Promoter retains the absolute right to market, sell, and transfer units in future phases to prospective buyers without any interference or objection from the Allottee. The Allottee shall not interfere with or hinder the Promoter's efforts to sell or lease units in future phases.

- 17.9 The Promoter shall have the right to undertake construction activities, including but not limited to excavation, piling, foundation laying, superstructure work, interior and exterior finishing, and installation of utilities, in future phases. The Allottee agrees to accommodate such construction activities and shall not obstruct or impede the Promoter's work.
- 17.10 The Promoter reserves the right to use certain Common Areas and Facilities of Phase I temporarily during the construction of future phases for storage of materials, machinery, and temporary office spaces, provided that such use does not materially affect the enjoyment of the units and Common Areas and Facilities in Phase I by the Allottee.
- 17.11 The Allottee agrees that their ownership of a unit in Phase I does not grant them any rights or claims over future phases or restrict the Promoter in any manner from developing, selling, or transferring future phases.
- 17.12 The provisions regarding the future development of future phases shall be binding on the Allottee, their successors, heirs, assigns, and anyone claiming under them and even if Allottee is part of any association. The Allottee agrees to cooperate with the Promoter and any other purchasers or occupants of the Larger Project in the development and completion of future phases.
- 17.13 The Allottee confirms that they have been informed about the phased development plan of the Larger Project and have reviewed the sanctioned layout plan annexed as **Schedule G**. By executing this Agreement, the Allottee acknowledges their acceptance of the phased development plan, including the future development of phases by the Promoter.
- 17.14 It is further clarified that the proposed Future Phases to be developed by the Promoter in the future will be registered by the Promoter with the Authority as a separate phase of the Project under the provisions of RERA.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

The Allottee hereby authorize(s) and permits the Promoter to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables of his/ their Apartment including mortgage of Said Land, subject to the Apartment being free of any encumbrances at the time of execution of Sub-Lease deed/Possession.

19. UTTAR PRADESH APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP & MAINTENANCE ACT, 2010:

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and rules and regulations made thereunder. The Promoter shall comply with various Applicable Laws applicable to the Project in the State of Uttar Pradesh.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. 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, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the Booking Amount shall be forfeited upon such cancellation, the Allottee will have no rights or interests in the Apartment, the Project, or any claims against the Promoter.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, application forms, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/Project, as the case may be.

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan (**Schedule- C**) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project. It is further agreed that the Allottee shall be required to pay a sum equivalent to the incidence of such tax/levy/charge applicable to the Apartment, in case such levy/tax/charge is levied directly on the basis of Carpet Area of the Apartment and/or on the basis of the total cost of the Apartment.

It is clarified that any Statutory charges payable by the Promoter to the Authorities directly or indirectly in relation to Project / Apartment, including electricity, disposal of garbage, water, sewer, road, and other facilities in the Project and/or Apartment shall be proportionately paid by the Allottee(s) separately as per the demand raised by the Promoter.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter’s office or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee. This Agreement shall be deemed to have been executed at the place last signed by the Promoter. All the expenses related to execution / registration of this Agreement and/or the sub-lease deed shall be borne by the Allottee.

29. NOTICES:

29.1 That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post with acknowledgement due or Speed Post or courier service or through email at their respective addresses specified below:

PROMOTER	ALLOTTEE
Name: Aura Infrabiz LLP	Name: [●]
Address: Plot No. A – 19, Sector – 63, Noida – 201301 (U.P)	Address: [●]
Phone: [●]	Phone: [●]
Email: [●]	Email: [●]

29.2 All letters, receipts and or notices etc. issued by the Promoter and dispatched to the address of the Allottee as mentioned above or any address later notified by the Allottee, shall be a sufficient proof of receipt of the same by all the Allottee and shall fully and effectively discharge the Promoter of its obligations in this regard.

29.3 All emails sent by the Allottee(s) must be confirmed by a separate hard copy duly signed by the Allottee. This signed hard copy should be sent to the Promoter's designated address within [7 days] of sending the email. The communication will be considered valid and binding only upon receipt of the signed hard copy by the Promoter.

29.4 It shall be the responsibility of the Allottee to inform the Promoter by a Registered A.D. letter or by electronic mail about all subsequent changes, if any, in his/her/their address, email and phone no. failing which all communications and letters posted at the first address will be deemed to have been received by him/her/them.

30. JOINT ALLOTTEES:

In case there are joint allottees, all communications, demand notices, etc., 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 be considered as properly served on all the allottees and no separate communication shall be sent to the other named allottee(s).

31. SAVINGS:

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

32. INDEMNITY:

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

33. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act including other Applicable Laws in force.

34. DISPUTE RESOLUTION:

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

35. JURISDICTION:

The High Court of Allahabad and courts subordinate to it at Gautam Budh Nagar shall have jurisdiction in all matters arising out or concerning this Agreement, regardless of place of execution or subject matter of this Agreement.

36. DECLARATION:

The Allottee has entered into this Agreement after being satisfied with the Project. The Promoter has given access to the Allottee to all the documents, including the Approvals, to satisfy the Allottee with respect to the various queries made by the Allottee in relation to the Apartment / Project / Said Land. The Allottee has satisfied itself and has understood the obligations and limitations in respect thereof. The Allottee has conducted its own diligence and investigation in respect of the Apartment and the Project / Said Land, and has *inter-alia* reviewed the information pertaining to the Project available on the website of the Real Estate Regulatory Authority and it is only after the conduct of its own due diligence and investigation in respect of the Apartment and the Project / Said Land, that the Allottee has executed this Agreement and agreed to comply with the obligations stipulated hereunder.

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name
Address **R/O**

Please affix
photograph and sign
across the
photograph

(2) Signature _____
Name
Address **R/O**

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1)Signature(Authorised
Signatory)
Name
.....

Please affix photograph and sign across
the photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____
2. Signature _____
Name _____
Address _____

SCHEDULE 'A'-PLEASE INSERT DESCRIPTION OF THE APARTMENT AND COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B'-FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C'- DETAILS OF THE TOTAL SALE CONSIDERATION AND THE PAYMENT PLAN

SCHEDULE 'D'-SPECIFICATIONS OF THE APARTMENT/UNIT

SCHEDULE 'E'-SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

SCHEDULE 'F'-DETAILS OF CONSTRUCTION FINANCE ON THE PROJECT

SCHEDULE 'G' – LAYOUT PLAN OF THE PROJECT (INCLUDING PHASE I AND FUTURE PHASES)

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]