

AGREEMENT FOR SALE/SUB-LEASE OF APARTMENT/UNIT AT ESTATE 128 – II

This Agreement for Sale/Sub-Lease (“Agreement”) executed on this _____ day of _____, 20 ____.

By and Between

Max Estates 128 Pvt. Ltd. (formerly Accord Hotels and Resorts Private Limited), (CIN-U55101DL2006PTC151422) a Company incorporated under the provisions of The Companies Act, 1956, having its registered office at Max House, 1, Dr. Jha Marg, Okhla, South Delhi, Delhi, PIN-110020 (hereinafter referred to as the “Promoter” which expression unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and permitted assigns) through its Authorized signatory, Mr. _____ (Aadhar No. _____), vide Board Resolution dated of the Company of the First Part.

[AND]

[If the Allottee is an Individual]

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

[AND]

[If the Allottee is a Co-Allottee]

Mr. / Ms. _____, Aadhaar No. _____ son/daughter/wife of _____, aged about _____ residing at _____ (PAN _____), hereinafter called the “Allottee(s)” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns). “In case of a single Allottee be read as Allottee and in case of more than one Allottee be read as Allottee(s).



Promoter

[AND]

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Allottee(s)

[If the Allottee is a Co-Allottee]

Mr. / Ms. _____, Aadhaar No. _____
son/daughter/wife of _____, aged about _____ residing at
_____ (PAN _____), hereinafter called the
"Allottee(s)" (which expression shall unless repugnant to the context or meaning thereof be
deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and
permitted assigns). "In case of a single Allottee be read as Allottee and in case of more than one
Allottee be read as Allottee(s).

[AND]

[If the Allottee is a Co-Allottee]

Mr. / Ms. _____, Aadhaar No. _____ son/daughter/wife
of _____, aged about _____ residing at
_____ (PAN _____), hereinafter called the
"Allottee(s)" (which expression shall unless repugnant to the context or meaning thereof be
deemed to mean and include his/her heirs, executors, administrators, successors-in-interest, and
permitted assigns). "In case of a single Allottee be read as Allottee and in case of more than one
Allottee be read as Allottee(s).

[AND]

[If the Allottee is a Company]

_____, (CIN No. _____) a Company
incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its
registered office at _____ through its Authorised Signatory
_____ (Aadhaar No. _____) duly authorized vide board 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 its successor-in-interest and permitted
assigns).



[AND]

[If the Allottee is a Partnership Firm]

_____, a partnership firm registered under the Indian partnership Act, 1932 having its principal place of business at _____ (PAN _____), represented by its authorized partner, _____, Aadhaar No. _____ authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the 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).

[AND]

[If the Allottee is a HUF]

Mr. _____, (Aadhaar No. _____) son of _____, aged about _____. For self and as the karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residence at _____ (PAN _____) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[AND]

[If the Allottee is a TRUST/SOCIETY/ANY OTHER]

_____, a trust/society/ any other entity registered under the relevant provisions of law, having its office at, _____ (PAN _____) represented by its authorized representative, _____, (Aadhaar No. _____) authorized vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the trustee or trustees, member or members, person responsible and duly authorised for the time being of the said trust/society/ any other entity registered under the relevant provisions of law, the survivor or survivors of them and their heirs, executors and administrators of the last surviving trustee, member or person responsible and duly authorised and his/her/their assigns).



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

"In case of a single Allottee be read as Allottee and in case of more than one Allottee be read as Allottee(s)".

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

DEFINITIONS :

For the purpose of this Agreement for Sale/Sub-Lease, unless the context otherwise requires, -

- a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- b) "Apartment" whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified.
- c) "Authority" means Uttar Pradesh Real Estate Regulatory Authority.
- d) "Carpet Area" means the net usable floor area of an 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.

Explanation: For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee.



e) "Common Areas" means:

- (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 staircases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings.
- (iii) the common 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 property 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.
- (vi) the water tanks, sumps, motors, fans, compressors, ducts, and all apparatus connected with installations for common use.
- (vii) all community and commercial facilities as provided in the real estate Project.
- (viii) all other portion of the Project necessary or convenient for its maintenance, safety, etc., and in common use.

f) "Government" means the Government of Uttar Pradesh.

g) "Rules" means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended from time to time.

h) "Regulations" mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016.

i) "Section" means a section of the Act.

j) "Unit" means an individual Apartment.

WHEREAS the Leasehold Land situated at Plot No.-TS-02 at Jaypee Greens Wish Town, Sector 128, Noida, Gautam Buddha Nagar, Uttar Pradesh admeasuring 40,468.56 Square Metres (“**Total Land**”) was allotted by Yamuna Expressway Industrial Development Authority (YEIDA) to Jaypee Infratech Limited on Leasehold basis, for 90 Years.

WHEREAS Accord Hotels and Resorts Private Limited thereafter executed and entered into a registered Sub-Lease Deed dated 02.12.2008 with Jaypee Infratech Limited with respect to the said “**Total Land**”. The said Sub-Lease Deed was duly registered in the office of Sub Registrar I, Gautam Buddha Nagar, Uttar Pradesh on 02.12.2008 as document No. 4059, Book No.1, Volume No.1346, Page No. 361 to 406.

WHEREAS Accord Hotels and Resorts Pvt. Ltd. subsequently changed its name on the records of the Registrar of Companies (ROC). It had further applied and received approval from YEIDA, vide its Letter No. YEA/Property/SDZ/7731/2022 Dated-30.12.2022, regarding the name change of the company from Accord Hotels and Resorts Pvt. Ltd. to Max Estates 128 Pvt. Ltd.

WHEREAS Max Estates 128 Pvt. Ltd. (“**Promoter**”) is developing a project on the said “**Total Land**” in Phases.

WHEREAS the 1st Phase of the project which is named “**Estate 128**” is duly registered with UPRERA vide Registration No. UPRERAPRJ446459 and is presently under construction.

WHEREAS as per the policy, the “**Promoter**” had applied for grant of additional Floor Area Ratio (FAR) to New Okhla Industrial Development Authority (NOIDA). Pursuant to the said FAR application, the Competent Authority (NOIDA) has granted in-principal approval of additional FAR on the above-mentioned “**Total Land**”, vide Letter No. NOIDA/ MW/ 2024/ 4213 dated-02.07.2024.

WHEREAS the 2nd phase of the project is being developed on land area admeasuring 1083.33 Square Metres. (“**Project Land**”) under the name “**Estate 128 - II**” (hereinafter referred to as “**Project**”).

WHEREAS NOIDA has granted the permissions and approvals, more specifically the building plan dated-16.10.2024, to the said “**Promoter**” to carry out the construction on the aforesaid allotted “**Total Land**”.

WHEREAS the “**Project**” has been registered under the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) with UP RERA, vide registration No.- UPRERAPRJ.....



WHEREAS the said **"Project"** comprises a residential Tower having a Basement + Ground Floor + 36 Floors besides other allied amenities as sanctioned by the Competent Authority.

WHEREAS the **"Promoter"** is authorized to develop and market the said **"Project"**, the terms & conditions of the above said Allotment/Lease Deed/Sub-Lease Deed shall be mutatis – mutandis applicable on the Allottee(s).

WHEREAS the execution of the Sub-Lease Deed in favor of the Allottee(s) of the said **"Project"** shall be done by the Promoter for the transfer of Leasehold title of the Apartment/Unit to the Allottee(s), on the prescribed forms and formats of YEIDA, prevailing at the time of registration. The Allottee(s) shall also be bound by the terms and conditions as imposed by NOIDA, while sanctioning the maps for construction of the said **"Project"**.

WHEREAS the **"Promoter"** is fully competent to enter into this Agreement and all legal formalities with respect to the right, title, and interest of the **"Promoter"** regarding the said **"Project Land"** on which **"Project"** is to be constructed have been completed.

The **"Promoter"** has thus obtained the layout plan, sanctioned plan, specifications, and all necessary approvals for the **"Project"** and also for the Apartments/Units, or building being constructed on the said **"Project"**, from NOIDA. The **"Promoter"** agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016, and other laws as applicable.

That the Allottee had applied for an Apartment/Unit in the Project, **"Estate 128 - II"** which is registered with UP RERA under registration no. vide application dated and has been allotted Apartment/Unit No. Tower No. having Carpet Area of Square Metres (..... Square Feet), having Total Area Square Metres (..... Square Feet), on floor in the said **"Project"** along with Car Parking(s) (hereinafter referred to as the **"Apartment/Unit"**) together with undivided proportionate share in the common areas along with undivided and impartible lease-hold rights in the portion of the said **"Total Land"**, in proportion of the ratio of the total area of the said Apartment/Unit to the total area of the both Phases of the project as permissible under the applicable laws (**"Common Areas"**) as defined under clause (d) of Rule 2 (1) of Rules, and deed of declaration submitted before the concerned Authority.



That the Allottee has carried out the inspection and verification of the title documents executed in favour of the Promoter, building plans of said Project/Apartment/Unit and has satisfied him/herself in respect to the final layout plan, sanctioned plan, specifications and Approvals of the "Project" as approved by the Competent Authority and about the status, right, title and interest of the Promoter over "Project Land" on which the Project has been constructed and as to the soundness of construction thereof and conditions and descriptions of all fixtures and fitting installed and/or provided therein and also the common amenities and passages, appurtenant to the said Apartment/Unit and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the both Phases of the project.

That the parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein; that the Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the "Project"; that the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; that in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sub-lease to the Allottee the Apartment/Unit for the unexpired period of 90 years.

That this agreement is subject to the terms and conditions detailed hereinafter and shall prevail over all other terms and conditions given in our brochures, Application Form, and any other sale document. This Agreement, after its execution supersedes all previous documents issued against the allotment of the Apartment/Unit to the Allottee. The Promoter hereby agrees to deliver the possession of the Apartment/Unit to the Allottee upon receipt of Completion Certificate subject to the receipt of the Total Unit Sale Price in terms of the Payment Plan. The Allottee(s) will also observe covenants, terms and conditions as laid down hereunder.

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. That the Parties confirm that they have read and understood the Provisions of Section-14 of the Act.

Promoter



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Allottee(s)

2. That the Total Unit Sale Price for the Apartment/Unit based on the Carpet area is Rs. _____, (_____ only) and same is inclusive of allocated _____ covered Car Parkings and "Other Charges related to the Apartment/Unit" which includes membership of "The Hub" during the tenure of ownership of the Apartment/Unit by the Allottee ("Total Unit Sale Price") (Including applicable taxes, cess, levies, surcharge, etc. The current applicable tax is GST, and the rate of GST is 5% on the Unit Price and 18% on Other Charges related to Apartment/Unit, which have been taken for the purpose of calculation of Total Unit Sale Price).

| APARTMENT/UNIT DETAILS | |
|--|---------------------------------------|
| Tower/ Apartment No. | |
| Type | |
| Floor | |
| Carpet Area |Square Metres (.....Square Feet) |
| Total Area |Square Metres (.....Square Feet) |
| Total Covered Car Parking to be allotted and included in the Total Unit Sale Price as detailed out in this Agreement | |
| Power back up KVA | |
| Total Unit Sale Price (including GST) (in rupees) | |

EXPLANATION

- (i) That the Total Unit Sale Price (including GST) above includes the booking amount paid by the Allottee to the Promoter towards the Apartment/Unit.
- (ii) That the Total Unit Sale Price (including GST) 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 construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment/Unit to the Allottee and the Project to the Association of Allottees or the Competent Authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification:



Promoter

Allottee(s)

The GST above has been charged as per the current tariff, however the GST on future payments shall be charged as per the prevailing tariff at the time of raising Demand.

(iii) That the Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein.

(iv) The Total Unit Sale Price of Apartment/Unit includes recovery of price of Total land, construction of not only the Apartment/Unit but also the Common Areas, Internal Development Charges, External Development Charges, taxes (as currently applicable) on construction, cost of providing electric wiring, electrical connectivity to the Apartment/Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment/Unit and the Project. However, cost of procuring electric/other utility connections as well as their recurring charges is not included in the Total Unit Sale Price.

3. That the Total Unit Sale Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development fee payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time and subject to other terms and conditions stipulated under this Agreement including clause 6 as mentioned hereunder.
4. That the Allottee(s) shall make the payment to the Promoter as per the Payment Plan as set out at Annexure – A of this Agreement (“Payment Plan”).
5. That 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 in respect of the Apartment/Unit without the previous written consent of the Allottee as per the provisions of the Act, provided that the Promoter may make such minor additions or alterations as per the provisions of the Act except any alteration or addition required by any Competent Authorities or due to change in law or such other reasons not attributable to the Promoter. Provided that, the Promoter may make such minor additions as per the provisions of the Act or as per Approvals/instructions/guidelines of the Competent Authorities.



Promoter

Allottee(s)

6. That the Promoter shall confirm to the final carpet area (up to the extent permissible under Applicable Law(s)), that has been allotted to the Allottee after the construction of the building is complete and the completion certificate/occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area. The Total Unit Sale Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area, then the Promoter shall refund the excess money paid by Allottee. If there is any increase in the carpet area which is not more than 3% (Three Percentage) of the Carpet Area of the said Apartment/Unit, allotted to the Allottee, the Promoter will demand that from the Allottee. All these monetary adjustments shall be made on pro rata basis in proportion to the cost of Apartment/Unit in proportion to the rate per Square Metres/Square Feet as can be derived in terms of narration as agreed in this Agreement.

However, it is agreed and understood by and between the Allottee(s) and the Promoter that the Carpet Area taken herein as per the sanctioned plan of the Project is of the bare Apartment/Unit i.e., brick to brick measurement. As per the normal procedures of the construction, the plastering and any other layer of pinning shall be quoted on the bare walls of the Apartment/Unit to give it a final finish.

7. Subject to the other Terms of this Agreement, it is understood that:

- (i) That the Allottee shall have exclusive ownership of the Apartment/Unit.
- (ii) That 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 Association of the Allottees after duly obtaining the completion certificate from the Competent Authority as provided in the Act.
- (iii) The Allottee understands that the Promoter may construct a place as per the approved layout plan and sanctioned maps for community/ recreational activities which may be referred to as 'The Hub' or any other name that the Promoter may deem fit. The Allottee further understands that the said place for community/recreational activities will be constructed for the entire Project and the same shall be used by the Allottees of both the Phases of Estate 128



Project. Allottee/owners of Apartment/Unit at the Project shall be entitled to get membership of The Hub in course of their ownership. The charges for consumption at The Hub will be payable at presentation of bill. Recurring usage charges/annual charges/periodic charges, if any, for usage of The Hub shall be collected along with the monthly maintenance charges. The Allottee shall adhere to the rules, guidelines and policies for the usage of the Hub/recreational facility as may be applicable from time to time.

8. That it is made clear by the Promoter and the Allottee agree that the Apartment/Unit along with Covered Parking(s) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project (including all its phases) is an independent, self-contained Project covering the said Project Land and is not a part of any other Project. It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Allottees of the Project.

The membership of The Hub is for the tenure of ownership of the Apartment/Unit by the Allottee and as and when the Apartment/Unit is sold to any third party by the Allottee, the said membership shall automatically stand transferred to such third party. Members of The Hub will be required to pay usage charges as fixed from time to time. It is further clarified that membership of The Hub is only for the owner of the Apartment/Unit at the Project and cannot be transferred to any person who does not own an Apartment/Unit at the Project.

9. That the Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment/Unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to Competent Authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment/Unit to the Allottees, 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.



10. That the Allottee has paid a sum of Rs. _____ (_____ Rupees only) (inclusive of GST) as booking amount being part payment towards the Total Unit Sale Price of the Apartment/Unit at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining Total Unit Sale Price of the Apartment/Unit as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the Allottee delays in payment towards any amount which is payable, he/she shall be liable to pay interest at the rate equal to MCLR (Marginal Cost of the Fund- Based Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the rules.

11. MODE OF PAYMENT

That 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 hereunder through A/c Payee Cheque/Demand Draft/Bankers Cheque or online payment/RTGS/NEFT/IMPS (as applicable) in favour of "Max Estates 128 Private Limited Collection Account for Estate 128 - II" payable at Gautam Buddha Nagar.

That for all payments, the date of clearance of the cheque shall be taken as the date of payment. A cheque which is dishonored for any reason whatsoever will call for an administrative handling charge of Rs. 2500/- exclusive of the bank charges levied on the Promoter which shall be borne and paid by the Allottee(s) for the first instance of default by the Allottee and for second/subsequent instance is Rs. 5,000/- (Rupees Five Thousand Only) per subsequent dishonor. It is to be further clarified that the claiming of administrative handling charge as mentioned above by the Promoter as mentioned hereinabove shall not bar the Promoter from exercising any other rights that may be available to the Promoter under this Agreement or under the law.

12. COMPLIANCE OF LAWS RELATING TO REMITTANCES

That the Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter



Promoter

Allottee(s)

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.

13. That the Promoter accepts no responsibility with regard to matters specified in Para 12 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 subsequent to 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/Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

The Promoter is not privy to any understanding between the Allottee(s) and the third-party making payment on behalf of the Allottee(s) and the Allottee(s) shall be responsible for all compliance with Applicable Law(s) in this regard. Notwithstanding the source of any payment, the Promoter shall issue the payment receipts only in favour of the Allottee(s) 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 Apartment/Unit. Any delay, shortfall in or denial of any payment to the Promoter shall be to the risk and consequences of the Allottee(s) 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(s) and the responsibility of the Promoter under any such tripartite agreement shall, subject to performance of the terms hereof by the Allottee(s), be limited to facilitating the concerned bank/financial institution to take the original executed Sub-Lease Deed. The Allottee(s) 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 by such persons.

14. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

15. TIME IS ESSENCE

That the Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment/Unit to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be. Similarly, the Allottee shall make timely Payments of the installment and other dues Payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Payment Plan.

However, in the case the Project progresses ahead of schedule or is completed before time or the occupancy is handed over to the Allottee(s) before scheduled date, then Allottee(s) too will mandatorily pay his/her/their dues ahead of original schedule, in accordance with the existing stipulations/actual stage wise completion of construction. No penalty/interest/costs shall be payable by the Promoter for such preponement of construction/payment.

16. CONSTRUCTION OF THE PROJECT/APARTMENT

That the Allottee has seen and accepted the layout plan, specifications, amenities and facilities of the Apartment/Unit and accepted the floor plan, payment plan, specifications, amenities and facilities given at the official portal of Uttar Pradesh Real Estate Regulatory Authority (UP RERA) and also as [annexed along with this Agreement as Annexure B] which has been approved by the Competent Authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities, and facilities. The Promoter shall have full discretion in appointment of contractors, sub-contractors, technicians, professionals and in procurement and quality of building materials, required for the completion of construction of the Project. Subject to the terms in this Agreement, the Promoter undertakes

to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by NOIDA/ YEIDA or any other applicable law and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act.

The Allottee(s) had relied on its own judgement and investigation in deciding to apply for the allotment of the said Apartment/Unit and had not relied upon and/or is not influenced by any Architect plan/advertisement / warranties/statements of any nature whatsoever, whether written or oral made by the Promoter or any selling agent/sales organizers/brokers/LiveWell Partner or otherwise including but not limited to any representation relating to the description or physical condition of the Apartment/Unit.

17. POSSESSION OF THE APARTMENT

That the Promoter agrees and understands that timely delivery of possession of the Apartment/ Unit to the Allottee(s) and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment/Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on or before (subject to other terms and conditions of this Agreement), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate Project ("Force Majeure"). 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/Unit:

It is hereby agreed that if the Promoter is unable to construct/continue or complete the construction of the Project or any part thereof, due to any governmental/regulatory authority's action/Court Order, provided the same is not due to the fault of the Promoter, then the Promoter may, at its own discretion, challenge the same by moving the appropriate courts, tribunal(s) and/ or relevant authority. In such a situation, the amounts paid by the Allottee(s) shall continue to remain with the Promoter and without bearing any interest and the Allottee(s) may choose to become a party in such legal proceedings. The decision of the courts, tribunal(s) and/or relevant authority shall be binding on the Allottee(s) as well.



Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract 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.

In case the Project is developed in phases, it will be the duty of the Promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the Association of Allottee(s) once all phases are completed.

In case the possession of the Apartment/Unit is not delivered by the Promoter as mentioned herein above the Promoter shall pay to the allottee(s) a compensation for the period of such delay till the date of the Completion Certificate/Occupancy Certificate. The said compensation shall be paid at the rate equal to MCLR (Marginal Cost of the Fund- Based Lending Rate) on home loan of State Bank of India +1%.

18. PROCEDURE FOR TAKING POSSESSION

That, the Promoter shall obtain the Completion Certificate/Occupancy Certificate (as applicable) from the Competent Authority, thereafter the Promoter shall offer in writing the possession of the Apartment/Unit, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of Completion Certificate/Occupancy Certificate (as applicable). 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(s) agrees and undertakes that he/she shall join Association of Allottees (AOA) as may be formed by and on behalf of the Apartment/Unit holders of the said Project and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose. The Allottee(s), after taking possession, agrees to pay the maintenance charges as determined by the Promoter/its nominated Maintenance Agency/Association of Allottees, as the case may be after issuance of the Completion Certificate/Occupancy Certificate (as applicable) for the Project.

The Allottee(s) shall be liable to pay House Tax, Property Tax or any other Tax, Cess as applicable under the law as and when levied by government, any local body or authority and so long as the Apartment/Unit of the Allottee(s) is not separately assess to such taxes, fees and cess the same

shall be payable by the Allottee(s) in proportion of the Carpet Area of the Apartment/Unit. If the Promoter/AOA have to pay the aforementioned amount on behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter/AOA within 30 days from the date of notice in this regard from Promoter/AOA. All taxes, charges, cesses, levies etc. shall be payable by the Allottee(s) even if such demand is raised by the Authority(ies) retrospectively after the possession and/or Conveyance of the said Apartment/Unit and such demands shall be treated as unpaid consideration of the said Apartment/Unit.

That The Allottee(s) agree, if at any time under any law/order or if the Promoter/AOA may think necessary to obtain the insurance policy for the Total Land/Building/Apartment/Unit/Project the charges towards the same shall be paid by the Allottee(s) proportionately as demanded by the Promoter/AOA.

That as per the rules and regulations laid down by the Uttar Pradesh Power Corporation Limited ("UPPCL")/Pashchimanchal Vidyut Vitran Nigam Limited ("PVVNL"), the concerned electricity departments and government undertakings, a multi-point connection is permissible for any Project. However, it shall be the responsibility of the Allottee(s) to apply for the said electricity connection as per the terms and conditions of "UPPCL/PVVNL" (the concerned electricity departments) and pay the required fees/expenses for the same to the said department. It shall also be the responsibility of the Allottee(s) to pay the said department the charges for the usage of its electricity as per bills raised by the department for the respective connection(s). In case the Promoter is required to apply for the electricity connection on behalf of the Allottee(s), the expenses to be incurred on such connection(s) shall be charged from the Allottee(s) in actual/ pro-rated basis) and it shall be the responsibility of the Allottee(s) to pay the same to the Promoter.

It is agreed and understood that in case Power Backup facility is provided by the Promoter in the Project/Apartment/Unit, the Allottee(s) shall be liable to pay the charges for the said facility over and above what is already agreed to be a part of the Total Unit Sale Price and also for the usage of the said Power Backup as per the consumption.

The Promoter/AOA/Maintenance Agency shall raise the Bill for the said Power Backup consumption and other charges in the name of the Allottee(s) and the Allottee(s) shall pay the same within the time period as mentioned in the said Bill.

Promoter



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Allottee(s)

19. FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT

That upon receiving a written intimation from the Promoter as per Para 18, the Allottee(s) shall take possession of the Apartment/Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment/Unit to the Allottee(s) as per terms and condition of the Agreement. In case the Allottee(s) fails to take possession within the time provided in para 18, such Allottee(s) shall be liable to pay to the Promoter holding charges at the rate of Rs. 270/- per Square Metres (Rs. 25/-Per Square Feet) Per Month of Carpet Area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in para 18.

20. POSSESSION BY THE ALLOTTEE

That after obtaining the Completion Certificate/Occupancy Certificate (as applicable) and handing over physical possession of the Apartment/Unit to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association of Allottees or the Competent Authority, as the case may be, as per the Applicable Law.

21. CANCELLATION BY ALLOTTEE

That the Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein shall be entitled to forfeit the booking amount paid for the allotment of the Apartment/Unit (i.e. 10% of the Total Unit Sale Price) along with all/any taxes, duties, cess, brokerage fee etc. deposited by the Promoter to any concerned department/authority in respect of the said Apartment/Unit. The Promoter shall return 50% (fifty percent) of the balance amount of money paid by the Allottee(s) 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/Unit or at the end of one year from the date of cancellation/withdrawal by the Allottee(s), whichever is earlier.



22. COMPENSATION

That the Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the Total 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.

23. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) That the Promoter has clear and marketable title with respect to the said Total Land, the requisite rights to carry out development upon the said Total Land and absolute, actual, physical, possession of the said Total Land for the Project.
- (ii) That the Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project.
- (iii) That the Promoter of the Project has availed Term Loan/Credit Facility(ies) for completion of the Project from Standard Chartered Bank against creation of mortgage on the Total Land and the constructed Apartments/Units thereupon. However, in future, the Promoter might further avail loan/financial facility from banks/financial institutions/NBFCs or repay the loan already availed subject to obtaining a "No Objection Certificate" (i.e. NOC) from the Lender's before the registration of the Sub-Lease Deed in favor of the Allottee(s) and shall register the said Sub-Lease Deed in favor of the Allottee(s) free from all encumbrances.
- (iv) That presently there are no litigations pending before any Court of law or Authority with respect to the said Total Land or the Apartment/Unit.
- (v) That all approvals, licenses, and permits issued by the competent authorities with respect to the Project, said Project Land and Apartment/Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, said Project Land, Building and Apartment/Unit and Common Areas.



Promoter

Allottee(s)

- (vi) That the Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title, and interest of the Allottee(s) created herein, may prejudicially be affected.
- (vii) That the Promoter has not entered into any agreement for sale/lease and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Project Land, including the Project and the said Apartment/Unit which shall, in any manner, affect the rights of Allottee under this Agreement.
- (viii) That the Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) That at the time of execution of the Sub-Lease Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment/Unit to the Allottee(s) and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be.
- (x) That the Project is not the subject matter of any HUF and that no part thereof is owned by a and/or no minor has any right, title and claim over the Schedule Property.
- (xi) That 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 Competent Authorities till the Completion Certificate/Occupancy Certificate (as applicable) has been issued and possession of Apartment/Unit, or building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the Association of Allottees or the Competent Authority, as the case may be;
- (xii) That 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 Total Land.



Promoter

Allottee(s)

24. EVENTS OF DEFAULTS AND CONSEQUENCES

24.1. That subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

(i) That Promoter fails to provide ready to move in possession of the Apartment/Unit to the Allottee(s) within the time period specified in Para 17 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment/Unit 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 Occupation Certificate and completion certificate, as the case may be, has been issued by the Competent Authority.

(ii) That discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

24.2. That in case of Default by Promoter under the conditions listed above a non-defaulting Allottee is entitled to the following:

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

(ii) That the Allottee(s) shall have the option of terminating the 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/Unit, along with interest at the rate equal to MCLR (Marginal Cost of the Fund- Based Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules within forty-five days of receiving the termination notice: Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed above for every month of delay till the handing over of the possession of the [Apartment/Unit], which shall be paid by the Promoter to the Allottee(s) within forty-five days of it becoming due.



Promoter

Allottee(s)

24.3. That the Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) That in case the Allottee(s) fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of the Fund- Based Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the rules.
- (ii) That in case of Default by Allottee(s) under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the Apartment/Unit in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.

25. CONVEYANCE OF THE SAID APARTMENT/UNIT

That on receipt of Total Unit Sale Price of the Apartment/Unit as per Agreement from the Allottee(s) the Promoter shall execute the Sub-Lease Deed as per the prevailing laws at the time of registration and convey the title of the Apartment/Unit together with proportionate indivisible share in the Common Areas. However, in case the Allottee(s) fails to deposit the stamp duty, registration charges, legal documentation charges and/or other applicable charges within the period mentioned in the notice, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty, registration charges, legal documentation charges and/or other applicable charges to the Promoter is made by the Allottee(s).

The Allottee(s) hereby agree that until a Sale Deed/Conveyance Deed/Sub-Lease Deed is executed and registered, the Promoter shall continue to be the owner of said Apartment/Unit and also the construction thereon and the allotment of the Apartment/Unit shall not give to the Allottee(s) any rights or title or interests therein even though all payments have been received by the Promoter.

The Promoter/financial institution/Bank shall have the first lien and charge on the said Apartment/Unit (including on any income/ rent there from) for all its dues and other sums as are and/or that may become due and payable.



Promoter

Allottee(s)

26. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT

That the Allottee(s) at the time of signing of the Sub-Lease Deed of the Allotted Apartment/Unit shall also be required to sign a separate Maintenance Agreement towards the allotted Apartment/Unit. The Promoter/its nominated Maintenance Agency shall be responsible to Provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottees upon the issuance of the Completion Certificate of the Project. The cost of such maintenance shall be paid by the Allottee(s) in advance for the next 1 (one) year from the date of Completion Certificate. However, if the Association of Allottees is not formed within 1 year of the issuance of completion certificate the Promoter/its nominated Maintenance Agency will be entitled to collect from the Allottees the maintenance amount as decided/fixed from time to time by Promoter/its nominated Maintenance Agency and the same shall be payable by the Allottee(s) to the Promoter/its nominated Maintenance Agency.

It is hereby agreed and understood by and between the Promoter and the Allottee(s) that the Allottee(s) at the time of the offer of possession shall pay to the Promoter an amount of Rs. _____ towards the Interest Free Maintenance Security (IFMS) plus applicable taxes, if any.

The Promoter/Its nominated Maintenance Agency shall be entitled to recover the Maintenance charges if not paid by the Allottee(s) from the IFMS amount plus applicable taxes, if any deposited by the Allottee(s). The Promoter shall also be entitled to utilize said IFMS amount plus applicable taxes, if any in case of any major breakdown or the replacement of any capital item, till the time the Project is handed over to the Association of Allottees (AOA)/Competent Authority, however the balance remaining in the account of IFMS plus applicable taxes, if any at the time of the handover of the Project to the AOA or any other Competent Authority shall also be transferred.

27. DEFECT LIABILITY

That 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 the Agreement for Sale/Sub-Lease relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s) from the date of handing over possession or the date of obligation of the Promoter to give the possession to the Allottee(s), whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge.



Promoter

Allottee(s)

Any bought out items provided to the Allottee(s) within the Apartment/Unit as per the agreement, as has been purchased from various manufacturing companies/third parties, therefore the defect liability of such items shall be on back-to-back basis and would be limited to the period as offered by the manufacturing companies/third parties. The warranty for capital items such as Generators, Escalators, Elevators etc. shall also be on a back-to-back basis as given by the manufacturer. However, in case any damage to the Apartment/Unit is caused by the Allottee(s) and/or by any reasonable wear and tear and/or by improper maintenance and undue negligence on part of the Allottee(s)/AOA and/or any damage caused due to force majeure shall not be covered under defect liability period.

28. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

That the Promoter/Maintenance Agency/Association of Allottees shall have right of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of Allottees and/or maintenance agency to enter into the Apartment/Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

29. USAGE

The Allottee(s) shall use the Apartment/Unit exclusively for the residential purpose only and for no other use/mixed use whatsoever. The Allottee(s) will not carry on, or permit to be carried on, in the Apartment/Unit any trade or business whatsoever or use the same or permit the same to be used for any purpose other than residential or to do or suffer to be done there in any act or thing whatsoever which may cause nuisance, annoyance or disturbance to the other allottee(s) in the Project.

That services areas in the Project shall be earmarked 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 etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas & basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering services/maintenance.



30. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

The Allottee(s) shall, after taking possession, be solely responsible to carry out maintenance of the said Apartment/Unit and fixtures and fittings installed therein including painting, polishing of interior, electrical fittings and maintenance, plumbing, sewer drainage, cleaning, and maintenance of the said Apartment/Unit at its own costs to keep the said Apartment/Unit in good condition, without affecting and disturbing the other Apartment/Unit holders. Allottee(s) shall not do or suffer to be done anything in or to the Building, or the Apartment/Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any Authority or change or alter or make additions to the Apartment/Unit and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

That The Allottee(s) shall not subdivide the Apartment/Unit in any manner, demolish, make, or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature to the said Apartment/Unit or any part thereof, and shall not chisel/drill or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. or other structural support. Further, no damage to the building would be caused in any manner and all consideration of safety, firefighting systems will have to be observed/maintained.

That the Allottee(s) shall carry out day to day maintenance of the said Apartment/Unit and fixtures and fittings installed therein including painting, polishing of interior, electrical fittings and maintenance, plumbing, sewer drainage, cleaning, and maintenance of the said Apartment/Unit at its own costs without affecting and disturbing the other unit holders.

That the Allottee(s) further undertakes, assures, and guarantees that he/she would not put any fixtures and fittings including but not limited to Air conditioners/coolers etc. sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas except in the way/size in which he/she is permitted by the Promoter. The Allottee(s) shall also maintain the standards and uniformity in this regard. 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/Unit or place any material in the common passages or staircase of the building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment/Unit.



The Allottee(s) hereby agrees and confirms to indemnify the Promoter against any penal action and liability, damage, loss, claim, demand etc. due to misuse of the said Apartment/Unit for which the Allottee(s) of the Apartment/Unit shall be solely liable and responsible, without any recourse to the Promoter.

The Allottee(s) shall not use or permit use of the said Apartment/Unit for any purpose other than as stated herein or otherwise for any illegal or unlawful purpose.

That the Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or maintenance agency appointed by Association of Allottees. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

31. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

That the Parties are entering into this Agreement for the allotment of an Apartment/Unit with the full knowledge of all laws, rules, regulations, and notifications applicable to the Project.

32. ADDITIONAL CONSTRUCTION

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

33. LOAN FACILITY

That in case the Allottee(s) wants to avail loan facility from any Financial Institution/Bank to facilitate the purchase of the Apartment/Unit applied for, the Promoter shall facilitate the process subject to the following.

- (i) Any financing/loan agreement between the Financial Institution/Bank and the Allottee(s) shall be entered into by the Allottee(s) at his/their sole cost, expense, liability, risk, and consequences.



Promoter

Allottee(s)

(ii) The terms and conditions of the financial institution/bank shall exclusively be binding and applicable only to the Allottee(s).

(iii) The responsibility of the disbursement of the sanctioned loan, as per the payment plan, shall rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or disbursement getting delayed the payment to the Promoter as per the schedule shall be the responsibility of the Allottee(s) failing which the Allottee(s) shall be governed by the provisions contained in clause no. – 24.3 of this agreement.

(iv) The payment plan opted by the Allottee(s) is final and no change is normally allowed in the same. In case the Allottee(s) desire any change, Allottee(s) shall make a request in writing which the Promoter may consider without any obligation. However, if the Promoter decides to make any change as per the request of the Allottee(s) then the Allottee(s) shall be liable to make payments as decided by the Promoter.

(v) In case of default in repayment of dues of the Financial Institution/Bank by the Allottee(s), Allottee(s) authorize the Promoter to cancel the allotment of the said Apartment/Unit and repay the amount after deduction of the booking amount (i.e., 10% of the Total Unit Sale Price), Interest on delayed payments, other charges, and taxes, directly to the Financial Institution/Bank, on receipt of such request from Financial Institution/Bank, without any reference to the Allottee(s).

34. That after the Promoter executes this Agreement it shall not mortgage or create a charge on the Apartment/Unit and if any such mortgage or charge is made or created to raise finance from any Bank/Financial Institution/Corporate Bodies and for this purpose if any Equitable Mortgage on construction or on the proposed built-up area is created in favor of one or more Financial Institutions, the Allottee(s) shall have no objection to it however notwithstanding the foregoing the Promoter shall ensure to have any such charge created, vacated on completion of the Project before transfer/conveyance to the title of the Apartment/Unit to the Allottee(s), however notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/Unit.



Promoter

Allottee(s)

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

That the Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter is making compliance of various laws/regulations as applicable in the state of Uttar Pradesh.

36. BINDING EFFECT

That forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly the Allottee(s) appears for the registration of the same before the Sub – Registrar for the execution of this “Agreement for Sale/Sub-Lease”. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s), then the Promoter shall serve a notice to the Allottee(s) for rectifying this default in case even after the service of the said notice the Allottee(s) does not deliver the executed agreement to the Promoter the Promoter shall have the right to cancel the said allotment and refund the amount (if any) after deducting 10% booking amount from the amount deposited by the Allottee(s).

37. ENTIRE AGREEMENT

That this Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any,

38. RIGHT TO AMEND

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


Promoter

39. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES

That 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/ Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment/Unit in case of a transfer, as the said obligations go along with the Apartment/Unit for all intents and purposes.

40. WAIVER NOT A LIMITATION TO ENFORCE

That 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 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.

That 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.

41. SEVERABILITY

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

42. METHOD OF CALCULATION OF PROPORTIONATE SHARE

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



Promoter

43. FURTHER ASSURANCES

That 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.

44. PLACE OF EXECUTION

That the execution of this Agreement shall be complete only upon its execution by the Promoter and the Promoter through their authorized signatory at the Promoter's Office.

45. NOTICES

That all notices to be served on the Allottee(s) and the Promoter, as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post at their respective addresses specified below:

Name of Allottee - _____

Address of Allottee - _____

Email ID - _____

Name of Promoter- Max Estates 128 Pvt. Ltd.

CIN No.- U55101DL2006PTC151422

Corporate Address of Promoter- Level-20, Max Towers, Plot No. C-001/A/1, Sector-16B, NOIDA, Gautam Buddha Nagar, Uttar Pradesh, PIN-201301

Email ID- crm@maxestates.in

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

Promoter



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Allottee(s)

46. JOINT ALLOTTEES

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

All electronic communications including but not limited to emails, SMS, WhatsApp messages made by the Promoter to the email address/mobile number provided by the Allottee(s) shall be deemed to be received by the Allottee(s).

47. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S)

The Allottee(s) may transfer or assign the rights acquired under this Agreement in favour of any third party subject to the condition that such third party shall be an eligible Individual and/or such third party acquires such rights for use and occupation of the Apartment/Unit by the Eligible Individual. The transfer or assignment shall be allowed at the sole discretion of the Promoter, upon payment of transfer/ administrative charges at the rate of Rs. 1,800/- (Rupees One Thousand Eight Hundred only) per square metre (i.e. Rs. 167.2/- per square feet) along with taxes on the carpet area of the allotted Apartment/Unit to the Allottee and all other dues payable by the Allottee(s) to the Promoter till that date and stamp duty charges, registration charges, legal documentation charges and/or other applicable charges as applicable. The Promoter shall have the right to revise the transfer/administrative charges from time to time and the Allottee(s) agree to pay such charges as applicable on the date of such transfer. The Allottee(s) understand that the Promoter may grant or refuse permission which shall be subject to the conditions/compliances as may be required to be fulfilled by the Allottee(s) as a pre-condition for such permission.

There shall be no transfer charges payable if the transfer/assignment is proposed to be made in favour of a blood relative of the Allottee(s) including spouse fulfilling the eligibility criteria as prescribed by the Promoter, provided the Allottee(s) submit documentary proof as may be required by the Promoter. However, there shall be an administrative charge payable @ Rs. 10,000/- (Rupees Ten Thousand only) in case of such transfer. Any transfer or assignment by the Allottee(s) shall always be subject to the Applicable Law, notifications/governmental directions and the sole discretion of the Promoter.

Promoter



Allottee(s)

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/Unit in the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the Apartment/Unit, in case of a transfer, as the said obligations go along with the Apartment/ Unit for all intents and purposes.

48. GOVERNING LAWS

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

49. DISPUTE RESOLUTION

That 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.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale/Sub-Lease at Noida in the presence of attesting witness, signing as such on the day first above written.



SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (if the Allottee is an Individual)

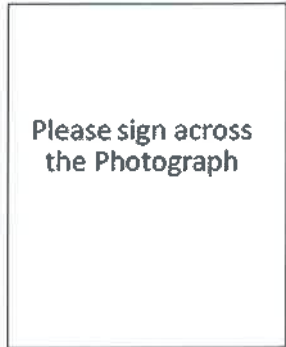
Signature: _____

Name: _____

Address: _____

Phone/Mobile: _____

E-Mail: _____



SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (if the Allottee is a Co-Allottee)

Signature: _____

Name: _____

Address: _____

Phone/Mobile: _____

E-Mail: _____



Signature: _____

Name: _____

Address: _____

Phone/Mobile: _____

E-Mail: _____



SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (if the Allottee is a Company)

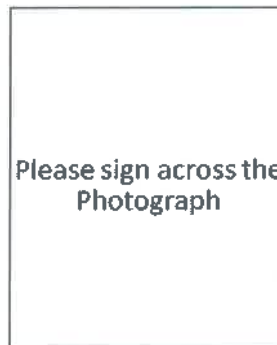
Signature: _____

Name: _____

Address: _____

Phone/Mobile: _____

E-Mail: _____



SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (if the Allottee is a Partnership Firm)

Signature: _____

Name: _____

Address: _____

Phone/Mobile: _____

E-Mail: _____



SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (if the Allottee is a HUF)

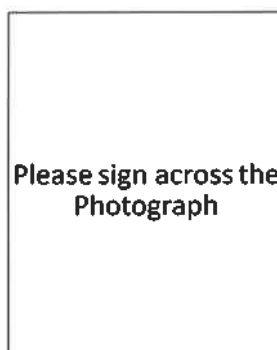
Signature: _____

Name: _____

Address: _____

Phone/Mobile: _____

E-Mail: _____



SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (if the Allottee is a Trust/Society/Any Other)

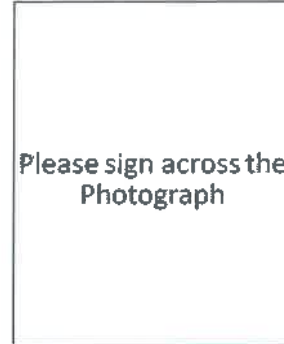
Signature: _____

Name: _____

Address: _____

Phone/Mobile: _____

E-Mail: _____



Max Estates Gurgaon Limited – “Developer” (CIN No. - _____)

Signature (Authorised Signatory)

Name: _____

Address: _____

At _____ on _____ in the presence of :

WITNESS :

Signature : _____

Name : _____

Address : _____

Signature : _____

Name : _____

Address : _____



PAYMENT PLAN
(ANNEXURE - A)



Promoter

Allottee(s)

LAYOUT PLAN OF APARTMENT / UNIT TO BE PASTED

(As per Carpet Area)



SPECIFICATIONS OF THE APARTMENT / UNIT TO BE PASTED

Note: - Any bought-out items provided to the Allottee within the apartment as per this agreement, as has been purchased from the manufacturing companies / third parties, therefore the defect liability of such items shall be on back-to-back basis and would be limited to the period as offered by its manufacturing Company/third party.

Promoter



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Allottee(s)