

AGREEMENT TO SUB-LEASE

This Agreement to Sub-lease (“**Agreement**”) executed on this _____ day of _____, 20 ____.

By and Between

M/s. West Way Realty LLP having its registered office at Central Market, Plot No. C-01, Near Amarpali Zodiac, Sector-120, Noida, Uttar Pradesh-201301 through its Authorized Signatory, Mr. S/o(Aadhar No. _____) duly authorized vide Resolution of Partners dated _____ hereinafter referred to as the “**Promoter/Company**” (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 company]

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

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____) represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____, hereinafter referred to as the "**Allottee**" (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).

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

Mr..... (Aadhar No. _____) son of _____ aged about _____ for self and as the Karta of

the Hindu Joint Mitakshara Family known as _____ **HUF**, having its place of business/
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).

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

DEFINITIONS:

In this Agreement to Sub-lease and all subsequent documents, capitalized words and expressions shall have the meanings as ascribed to them hereinafter, unless otherwise repugnant or contrary to the subject, context or meaning thereof, and words and expressions that are not specifically defined hereunder shall carry the meanings as the intent of the provision, and context, in which they are used, may ordinarily demand or as otherwise may be consistent, congruent and coherent with the manifest intent, purpose, and meaning of this Agreement to Sub-lease and not otherwise.

1. "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
2. "Agreement to Sub-lease" shall mean and refer to this Agreement and any subsequent written modification entered into between the Promoter and the Allottee.
3. "Allottee" shall mean the person to whom the Apartment has been allotted and whose particulars are set out in this Agreement.
4. "Apartment" shall mean and refer to the Commercial Unit to be allotted and purchased by the Allottee in the Commercial Complex as per

details specified in the Clause 1.2 for the permitted use under applicable laws in accordance with the Terms and Conditions of this Agreement.

5. “Apartment Act” means Uttar Pradesh Apartment (Promotion of Ownership and Maintenance) Act, 2010 and Rules & Regulations made thereunder.
6. “Apartment Owners’ Association” shall mean and refer to an Association of Apartment Owners of the Project recognised by the Promoter in writing.
7. “Application” shall mean and refer to the Application executed by the Allottee including all its annexures as are contained therein and attached thereto for the allotment of an Apartment in the Project with the related obligations/rights of the Parties.
8. “Applicant” shall mean the person(s) applying for allotment of the Apartment whose particulars are set out in this Agreement to Sub-lease and who has appended his/her/their signature in acknowledgement of having agreed to the terms and conditions of this Agreement to Sub-lease.
9. “Applicable Laws” shall mean and refer to all applicable statutes, laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, directions, guidelines, policies, courts, notices, judgement, 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 RERA.
10. “Applicable Interest” shall mean interest at the rate which is equivalent to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% as applicable from time to time, or any other rate of interest as may be prescribed under applicable laws.

11. "Appropriate Government" means the Government of Uttar Pradesh.
12. "Authority" shall mean the Real Estate Regulatory Authority, duly constituted under the RERA Act, and the Rules and Regulations made thereunder.
13. "Carpet Area" means the net usable floor area of the Apartment, excluding the area covered by the External Walls, Areas under services, exclusive Balcony or Verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment.
14. "Car Parking Spaces" shall mean and refer to the Car Parking space(s) in the Project which shall always be owned by the Promoter. The car parking space (s) will be available to the Allottee and its visitors/customers on payment of car parking charges, which shall be charged by the promoter or by its nominated agency.
15. "Common Areas" shall have the same meaning as defined under Clause (d) of Rule 2 (1) of U.P. Real Estate (Regulation & Development) Rules, 2016, as amended from time to time except the Car Parking spaces and stores in basement.
16. "Completion Date" shall be date on which the Promoter contemplates to complete the construction of the Project or any extended date.
17. "Company/Developer/Promoter" means M/s West Way Realty, a Limited Liability Partnership and having its registered office at Central Market, Plot No. C-01, Near Amarpali Zodiac, Sector-120, Noida, Uttar Pradesh-201301.
18. "Sub-Lease Deed 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 of the

Apartment in favour of the Allottee upon clearance of all dues in terms hereof by the Allottee;

19. "Earnest Money/Booking Amount" shall mean 10% of Cost of Apartment and applicable GST thereon as defined under Clause 1.2 of this Agreement;
20. "FEMA" shall mean the Foreign Exchange Management Act, 1999 or any amendment thereof.
21. "*Force Majeure* Event" shall mean war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity over which the Promoter does not have any control affecting the regular development of the Project and any event or circumstance similar or analogous to the foregoing. Ban on construction activities upon the direction/instruction of the Court/Government/Local Authority and litigation/injunction/stay order granted by any authority/court/tribunal/forum etc. in relation to the project or any part thereof will also constitute as Force Majeure event.
22. "Government" means the Government of Uttar Pradesh.
23. "Holding Charges" shall have the meaning ascribed to such term under Clause 7.3 of this Agreement to Sub-lease.
24. "Independent Areas" means those areas which have been declared but not included as common areas for joint use of apartments in the Project like stores in the basement and parking space, and may be sold and/or allowed to use by the Promoter without the interference of other Apartment Owners.
25. "Limited Common Areas and facilities" means those Common Areas and facilities which are designated by the Company, before the allotment, lease or other transfer of any apartment in the Project, as reserved for use of a certain apartment or apartments to the exclusion of the other apartments.

26. "Maintenance Charges" shall have the meaning ascribed to such term under Clause 11 of this Agreement to Sub-lease.
27. "Maintenance Deposit" or "IFMSD" shall mean the interest-free maintenance security deposit payable by the Allottee under this Agreement to Sub-lease towards security for adjustment of any unpaid Maintenance Charges as may be payable by the Allottee in terms of the Project Maintenance Agreement.
28. "Maintenance Service Agency" or "MSA" shall mean the agency/body/firm/company employed for maintenance and upkeep/security of the Project.
29. "Maintenance Agreement" shall mean an agreement, to be executed between the Allottee and the MSA or its appointed agency or nominee, 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.
30. "Payment Plan" shall mean the payment plan selected by the Allottee for the Apartment as more particularly described in SCHEDULE C of this Agreement to Sub-lease.
31. "PLC" or "Preferential Location Charges" shall mean the charges to be paid by the Allottee in case the Apartment is allotted to the Allottee is preferentially located, as more particularly described in SCHEDULE C of this Agreement to Sub-lease.
32. "Possession Notice" shall have the meaning ascribed to such term under Clause 7.2 of the Agreement to Sub-lease.
33. "Possession Notice Expiry Date" shall mean the date on which the 30 (thirty) days period following the issuance of the Possession Notice, as more particularly described in Clause 7.2 of this Agreement to Sub-lease, shall expire.

34. "Project" shall mean and refer to the project "Central Market" being developed by the Company over the Project Land.
35. "SBI" shall mean the State Bank of India.
36. "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
37. "RERA" shall mean Real Estate (Regulation & Development) Act, 2016 including any Statutory Enactments, Amendments, or modifications thereof and any other Rules, Regulations or Bye-laws framed thereunder.
38. "Real Estate Regulatory Authority" shall mean the Authority duly constituted under Section 20 of the RERA, by the appropriate Government.
39. "Rules" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
40. "Sub-Lease Deed" shall mean a document duly executed and registered before the Sub-Registrar/Registering Authority authorized by the respective State Government for granting registration of the Apartment by the Promoter in favour of the Allottee for the purposes of Transferring (a) all the Lease hold rights, title and interests in the Apartment and (b) the proportionate undivided interest of the Allottee in the common areas to the Allottee.
41. "Statutory Charges" shall mean and include the charges to be paid to any Government Authority, Local Bodies as the case may be and as mentioned in this Agreement to Sub-lease.
42. "Section" means a Section of an Act.
43. "Taxes" shall mean and include all applicable taxes, cesses, levies, duties, including but not limited to goods and services 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/ consideration hereunder including even after the Sub-Lease and handing over the possession of the Apartment, which shall additionally, be payable by the Allottee which are not included in the cost of Apartment and any other charges.

44. "Total Price" shall have the meaning as described in Clause 1.2.

WHEREAS:

- A. Promoter has acquired leasehold rights in the land situated at C-01, Sector - 120, Noida, District- Gautam Budh Nagar, U.P., admeasuring about 5700 square meters ("**Land/Project Land**"), from New Okhla Industrial Development Authority ("**Authority**") vide registered lease deed dated 13.01.2013 ("**Principal Lease Deed**") executed in pursuance of Allotment Letter No. NOIDA/Commercial/2022/2063 dated 22.11.2022. All the terms & conditions as mentioned in the Principal Lease Deed will be applicable on the Allottee and the Allottee will always be bound to comply with the all the terms & conditions mentioned in the Principal Lease Deed.
- B. The Said Land is earmarked for the purpose of building a commercial complex in accordance with the building bye-laws, regulations, guidelines and directions formulated under the provisions of U.P. Industrial Area Development Act, 1976 and plans approved by the competent authority; The said complex will be developed and marketed under the name and style of **Central Market** ("Project"). The Allottee has confirmed that the Unit as detailed under Clause 1.2 shall be used for Commercial Purpose only and for Commercial Gain. The Allottee understands that the Property purchased for Commercial Gain does not qualify the Allottee as "Consumer" under the Consumer Protection Act, 2019 as laid down by the Hon'ble Supreme Court of India.

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The Authority has granted the Map Approval for the Project vide letter dated 28.01.2023 with reference to Application No. 2023/01/07/8244.
- E. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the apartment, plot or building, as the case may be, from the Authority. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in compliance with section 14 of the Act and other laws as applicable, however, the Promoter will be entitled to carry out the changes in elevation features, internal arrangements/partitions of the Apartments as per the advice of Architects, Engineers of the Project;
- F. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Uttar Pradesh on----- under registration No.-----
- G. The Allottee had applied for an Unit in the Project vide application dated -- ----- and has been allotted Unit No. ----- having carpet area of ----- square meters (_____ square feet) on ----- floor, and pro rata share in the common areas ("Common Areas") as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016." (hereinafter referred to as the "Unit/Apartment" more particularly described in SCHEDULE A and the floor plan of the Unit is annexed hereto and marked as SCHEDULE B);
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. Notwithstanding anything contained in this Agreement, it has been unambiguously represented by the Promoter, and accepted and agreed by

the Allottee that the Unit shall be provided in bare-shell condition on ‘*as is where is*’ basis as mentioned in SCHEDULE D of this Agreement to Sub-lease;

- J. 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;
- K. 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;
- L. 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 Lease the Unit as specified in Clause 1.2.

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

1.1.1. 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 Clause 1.2 on Lease hold basis in pursuance of Principal Lease Deed dated 13.01.2023.

1.1.2 Both the parties confirm that they have read and understood the provisions of Section-14 of the Act.

1.2. The Total Price for the [Apartment] based on the carpet area is Rs. _____ (Rupees _____ only) ("Total Price") (Give break up and description):

Apartment No. _____ Type _____ Floor _____ Carpet Area _____ Covered Area	Rate of Apartment Rs. ____ per square meter (Rs. ____ per square foot)*
Total Price (in rupees)	

BREAK UP OF TOTAL PRICE

Particulars	Amount (In Rs.)
Cost of Apartment	Rs. _____/-
GST on Cost of Apartment	Rs. _____/-
Power Backup Charges (.. KVA) @ Rs. ... per KVA	
GST on Power Backup Charges	
Power Backup Meter Charges	
GST on Power Backup Meter Charges	
Electricity Infrastructure Charges	
GST on Infrastructure Charges	
Advance Maintenance Charges (For one year)	
GST on Advance Maintenance Charges	
Government Levies	
Other Applicable Taxes	
Total Price (A)	Rs. _____/-

Interest Free Maintenance Security Deposit (B)	Rs. _____/-
Sinking Fund (C)	Rs. _____/-
Total Consideration (A+B+C)	Rs. _____/-

EXPLANATION

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes mentioned in the abovesaid table which have been levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of offer of possession, of the Apartment to the Allottee, after obtaining the occupancy/completion/temporary occupancy certificate. Provided that if any tax/levies/charge/surcharge including but not limited to any development charges, infrastructure charges and/or any increase in charges/taxes/levies etc., are levied on the Promoter and/or its successors with respect to the Project and/or any taxes/levies/charges becomes retrospectively applicable in relation to the Project and/or the Apartment, and the Promoter is required to pay such taxes to the Authorities, then such taxes, levies, development charges, infrastructure charges, etc., shall constitute a part of the Statutory Charges. The Promoter shall have the right to demand such charges/surcharges/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 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;

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

- (iii) The Allottee shall make payment demanded by the Promoter and/or as specified in SCHEDULE C within the time and in the manner specified therein. There shall be no liability of the Promoter to make a demand every time an instalment becomes due.
- (iv) The Total Price of the 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, high side electrical system, sub-station, electricity infrastructure, transformer, lift, water line and plumbing in common areas, fire detection and fire-fighting equipment in the Common Areas, Maintenance Charges as per Clause 11, etc., and includes cost for providing all other facilities except Parking facility amenities and specifications to be provided within the Apartment and the Project as

specified in this Agreement. However, the Promoter will provide electrical wiring till the common meter board and the electric wiring from the common meter board to the apartment will be installed and connected by the Allottee at its own cost,

(v) subject to following the specifications and electrical wiring route, specified by the Promoter.

The Total Price of the Apartment does not include the amount of Lease Rent which will be payable and paid by the Allottee in the proportionate manner either directly to the NOIDA Authority or through the Promoter, as the case may be in accordance with the terms & conditions of the principal Lease Deed. In case of failure of Allottee to make the due payment of Lease Rent annually in advance, the Promoter/NOIDA Authority may impose interest/penalty charges upon the

(vi) Allottee. In the event the Promoter has made the payment of Lease rent to the NOIDA Authority, the Allottee will be liable to reimburse the same to the Promoter.

The total price does not include any sort of transfer charges, other charges, processing fees, duties payable to the Noida Authority on execution and registration of sub lease deed in respect of the apartment in favour of the Allottee.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of increase in the rate of taxes and/or development fee payable to any Authority and/or any other cost/charges/demand/additional farmer's compensation which may be levied or imposed by any Authority, Court, Tribunal from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee

for increase in development charges, cost/charges/demand/ additional farmer's compensation imposed by the competent authorities, Court, Tribunal, the Promoter shall disclose the said notification/order/rule/regulation/demand/notice in the demand letter being issued to the Allottee.

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

- 1.4 The Allottee(s) shall make the payment as per the Payment Plan set out in SCHEDULE C ("Payment Plan").
 - a. In case the Allottee wishes to finance the purchase of his apartment/unit in the project through loan from a bank/financial institution, the responsibility of getting the loan sanctioned and disbursed, as per the payment schedule will rest exclusively on the Allottee. The Promoter shall only facilitate the process. The Allottee shall be solely responsible to get the loan sanctioned and disbursed in accordance with the agreed payment schedule. The Allottee shall be solely responsible to ensure the disbursement of complete payment to the Promoter within the prescribed time period.
 - b. The Promoter shall not be responsible to the Allottee or towards any third party that might have made payments/remittances to the Promoter on behalf of the Allottee in respect of the Apartment, and the Allottee shall remain solely and absolutely responsible for ensuring and making all

the payments due. No third party shall have any right whatsoever in the Apartment, even if, partial/complete 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 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 compliances with Applicable Laws in this regard.

- c. Notwithstanding the source of any payment, the Promoter shall issue the payment receipts only in favour of the Allottee. Under all circumstances, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due even in the case of any Financial Institution 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 cost of the Allottee in terms hereof.
- d. Additionally, 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/company to take the original executed Sub-Lease Deed. The Allottee shall be responsible and liable for making all payments to the persons from whom he 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 person.

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ nil% per annum for the period by which the respective instalment 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.

1.6 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 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 provisions of the Act.

1.7 The Promoter shall also confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy/completion/temporary occupancy certificate is granted by the NOIDA, by furnishing details of the changes, if any, in the carpet area.

The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by

the Allottee. If there is any increase in the carpet area allotted to Allottee, the Allottee shall comply with the revised terms resulting from the increase, including payment of any increase in the Total Consideration of the Apartment, which the Promoter may demand that from the Allottee on the next milestone of the Payment Plan as provided in SCHEDULE C. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in Clause 1.2 of this Agreement to Sub-lease. The Allottee agrees that in future, if due to change in the layout plan/building plan of the said Building/said Apartment:

- a) The said Apartment ceases to be preferentially located then only the amount of PLC, paid by the Allottee shall be refunded without any interest and such refund shall be adjusted in the last instalment as per the payment plan opted by the Allottee.
- b) If the said Apartment subsequently becomes preferentially located, the Allottee shall pay PLC of the apartment to the Promoter as applicable, and as demanded by the Promoter.
- c) If the said Apartment subsequently becomes additionally preferentially located, the Allottee shall pay additional PLC to the Promoter in the manner as demanded by Promoter.

1.8 Subject to Clause 9.3 and 9.4, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- a) The Allottee shall have exclusive Lease hold rights of the Apartment;
- b) 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 Allottees/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 MSA after duly obtaining the occupancy/ completion/ temporary occupancy certificate from the competent authority as provided in the Act;

- c) That the computation of the price of the 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 in the Common Areas, fire detection and firefighting equipment in the Common Areas, maintenance charges as per Clause 11, etc. and includes cost for providing all other facilities except parking facility, amenities and specifications to be provided within the Apartment and the Project;
- d) That the Allottee may obtain the water/sewerage line/connectivity from the Promoter subject to availability and feasibility of providing the line/connectivity to the said Apartment. If such line/connectivity is provided the Allottee will pay one time infrastructure charges and deposits and regular usage and fixed charges as may be decided by the Promoter/MSA from time to time.
- e) That the Allottee will obtain electricity connection as per is requirement from the electricity department and will get the

electricity meter installed at its own cost, however if the Promoter obtains single point bulk electricity supply connection from the electricity department for the whole project, the Allottee will be obligated to make payment of electricity connection charges and electricity meter charges to the Promoter. In such case the Allottee shall execute a Electricity Supply and Power Backup Agreement with the Promoter/MSA simultaneously with execution of Sub-Lease deed in respect of the Apartment. Any refusal or denial to execute the same shall tantamount to a deliberate breach of this Agreement to Sub-lease on the part of Allottee and shall be deemed to be an Event of Default under this Agreement to Sub-lease. The Allottee undertakes to abide by the terms of the Electricity and Power Backup Agreement and to make timely payments of all Electricity and related Charges from time to time, whether or not the Allottee is in physical occupation of the Apartment. The Allottee hereby confirms and agrees to pay all fixed electricity charges and electricity usage charges plus all the applicable Taxes and Duties thereon as per the meter installed for the Apartment, and also pay electricity connection & meter charges as specified in SCHEDULE C. Electricity usage charges and fixed electricity charges would be separately charged by the Promoter/EA at such rate determined by the Promoter/MSA in accordance with the requirements of the relevant discom.

- f) Further, due to any conversion of electricity system from single point to multi point supply due to direction, rules and regulations of the Government, Court, Act etc, the same shall

be carried out by the allottee or by the Association of Allottees at their own cost, initiative and expenses.

- g) The Electricity Agency shall provide for Power backup at the Project for which the Promoter and/or its agents, as the case may be, shall have the sole right to decide the capacity and type of the power back up equipment/plant/machinery as may be considered necessary.
- h) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his apartment.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment does not come with a parking space. The Parking facility developed by the Promoter in the project may be used by the allottee or any visitor/customer on chargeable basis subject to availability of Parking.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, municipal or other local taxes, 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 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.

1.11 The Allottee has paid a sum of Rs._____ (Rupees _____ only) as advance towards booking amount being part payment towards the Total Price 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 price of the Apartment as prescribed in the Payment Plan [SCHEDULE C] 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, in respect of the Apartment in terms hereof, the default payment shall attract interest at Applicable Interest Rate as defined hereinabove from the date when such amounts become due for payment until the date of receipt by the Promoter. Notwithstanding the Applicable Interest Rate, in the event any payment is delayed beyond a period of 60 (sixty) days from its due date, the same shall be deemed to be a breach of the Agreement to Sub-lease. The same will amount to an Event of Default as described hereinafter.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, within the stipulated time as mentioned in the Payment Plan in SCHEDULE C through demand draft/banker's cheque/cheque payable at Delhi/NCR, or through RTGS/NEFT as per details mentioned in SCHEDULE C. No cash payments shall be acceptable.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 If the Allottee is a non-resident/person of Indian origin/overseas citizen of India, he/she/they 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/lease/transfer of immovable properties in India etc. and provide the Promoter with such permissions/approvals/sanctions/documents, etc. which would enable the Promoter to fulfil 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/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they 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 in regard to matter specified in Clause 3.1. above. The Allottee shall keep the Promoter fully indemnified at all times for any damage, loss, cost, harm or injury caused to it for any reason whatsoever 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 applied for herein in any way and the Promoter shall be issued the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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, 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

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 any extension thereof, and towards offering the Apartment for Possession to the Allottee, and the Common Areas to the MSA or the competent authority as the case may be, subject to *Force Majeure* conditions which are beyond the control of Promoter.

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, will 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.

Similarly, the Allottee shall make timely payments of the instalment 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 SCHEDULE C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed as Schedules along with this Agreement] 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. 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 the NOIDA and shall not make any variation/alteration/ modification in such plans, other than in the manner provided under the Act, and/or as provided in this Agreement, breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

7.1 Schedule for possession of the said Apartment

The Promoter agrees and understands that timely offer of possession of the Apartment to the Allottee(s), and the Common Areas to the

MSA or the competent authority, as the case may be, is the essence of the Agreement. Subject to the terms and conditions of this Agreement to Sub-lease, timely payment by the Allottee(s) of the Consideration, and other charges due and payable according to the Payment Plan. The Promoter assures to provide the offer of possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, ban on construction activity due to pollution norms, any other calamity caused by the nature affecting the regular development of the real estate project or litigation/ injunction/ stay order granted by any authority/court/tribunal/forum etc. in relation to the project or any part thereof ("*Force Majeure*"). If, however, the completion of the Project is delayed due to *Force Majeure* conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for offer of possession of the Apartment.

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 and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from that date. The Promoter shall intimate 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 Association of Allottees once all phases are completed. The promoter shall not charge more than the normal maintenance charges from the allottees.

7.2 **Procedure for taking possession**

1. The Promoter after the construction and development of the structure of Apartment offer the Apartment to the Allottee for carrying out fitouts (“Offer for Fitout of the Apartment”) at the end of the Allottee in order to make the apartment *ready-to-be functional*. After taking over the apartment for fitout purposes, the Allottee will complete the fitout within the prescribed time period as per the fit-out guidelines/manual prescribed by the Promoter and will intimate to the Promoter, provide the requisite stamp papers to execute Sub-Lease Deed, make the balance due payment to the Promoter to enable the Promoter to execute sub lease deed in favour of the Allottee. Until and unless Sub-Lease Deed is executed and registered in the favour of Allottee, the Allottee will not use and/or cause to use the Apartment for any purpose. If the Allottee delays in carrying out the fitout, the Promoter will not be considered to be in default of delay in Offer of Possession to the Allottee.
2. Subject to the Allottee performing all obligations mentioned under this Agreement to Sub-lease, the Promoter, upon obtaining the occupancy/ completion/ temporary occupancy certificate from the NOIDA, shall issue a written notice to the

Allottee, (“Possession Notice”), preferably within a period of 60 days from the date of issuance of the occupancy /completion/temporary occupancy Certificate.

3. Upon receipt of Possession Notice, the Allottee shall comply with the requirements as below mentioned within 30 (thirty) days from the date of Possession Notice.
 - a) Payment of any unpaid amounts as provided herein and as otherwise applicable under Applicable Laws;
 - b) Payment of the entire stamp duty, Sub-Lease Deed execution and registration Charges as per applicable laws and advocate /deed writing charges as demanded by the Promoter;
 - c) Payment of all sorts of transfer charges, other charges, processing fees, duties payable to the Noida Authority on execution and registration of sub lease deed in respect of the apartment in favour of the Allottee.
 - d) Execution of necessary indemnities, undertakings, Project Maintenance Agreement, Electricity Agreement, and the likes as may be required or suggested by the Promoter in respect of the Apartment 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.
 - e) The Allottee, agrees to pay the Maintenance Charges as determined by the Promoter/MSA, as the case may be with effect from the date of Offer for Fitout of the Apartment. The Promoter shall hand over the copy of

occupancy/completion/temporary occupancy certificate of the Project/Phase, to the Allottee at the time of registration of the Sub-Lease Deed of the Apartment.

- f) The Allottee undertakes and acknowledge to make the said Apartment functional within one year from the date of execution of Sub-Lease Deed and submit the sufficient documents to NOIDA in proof thereof. Thereafter, extension charges, as applicable, shall be payable by the Allottee.

7.3 Failure of Allottee to take Possession of Apartment

Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Apartment 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 to the Allottee.

Without prejudice to any other right that may be available to the Promoter under Applicable Laws or otherwise, in the event the Allottee delays or otherwise fails, to take over the physical possession of the Apartment before the Possession Notice Expiry Date, the same shall be an Event of Default under this Agreement to Sub-lease on the part of Allottee. Without prejudice to the right of the Promoter to terminate this Agreement to Sub-lease or any other right/remedy available to it under Applicable Laws, the Allottee shall be liable to pay to the Promoter the holding charges at the rate prescribed by the Promoter from time to time, which shall be payable on monthly basis as per the Carpet Area of the Apartment. Such holding charges shall be applicable from

Possession Notice Expiry Date till the date of taking over of the possession of the Apartment by the Allottee (“Holding Charges”). The aforesaid charges shall be in addition to the applicable Maintenance Charges and interest on delayed payments until the actual taking over of the possession by the Allottee.

If the Allottee(s) fail(s) to come forward to take possession of the Apartment for a period of six (6) months from the Possession Notice Expiry Date, then the Allotment shall be construed to be cancelled by the Allottee in terms of Clause 7.5 of this Agreement.

7.4 Possession by the Allottee

After obtaining the occupancy/completion/temporary occupancy 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 MSA or the competent authority, as the case may be, as per the Applicable Law:

Provided that, in the absence of any Applicable Law, the Promoter shall handover the necessary documents and plans, including Common Areas, to the MSA or the competent authority, as the case may be, within thirty days after obtaining the occupancy/ completion/ temporary occupancy certificate.

That the Allottee (s) agrees and undertakes that after obtaining the possession of the Apartment, he will not raise any sort of objection, make any complaint to the Promoter/ MSA/ any Authority/ Court/ Tribunal complaining about disturbance being caused to him due to ongoing construction/finishing of other Apartments/ Blocks/ 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 at its own behest, the Promoter herein is entitled to forfeit the booking amount paid for the Allotment, interest on delayed payment, amount towards taxes, Commission/ Brokerage paid and Holding Charges. 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/plot or at the end of one year from the date of cancellation/withdrawal by the allottee, whichever is earlier. The promoter shall inform the previous allottee the date of re-allotment of the said apartment/plot and also display this information on the official website of UP RERA on the date of re-allotment.

7.6 **Compensation**

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 developer on account of suspension or revocation of the registration under the Act; or (iii) 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 at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of its becoming due.

Provided however, if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Apartment or date of obtaining of Occupation/Completion Certificate (whichever is earlier), 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 days from the actual date of possession of the said Apartment or within 45 days from the date of obtaining of Occupation Certificate/Completion Certificate, whichever is earlier. Notwithstanding anything herein above, the Allottee will be entitled to compensation due to any defect in title of the land which will be payable by the NOIDA Authority as per the terms and conditions of the Principal Lease Deed as the Promoter has obtained the plot on leasehold basis from the NOIDA Authority.

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 competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities 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 Law in relation to the Project, said Land, Building and Apartment and Common Areas;
- (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) The Promoter has not entered into any agreement to Sell/ lease 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 shall, 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 selling 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 MSA or the competent authority, as the case may be;
- (x) The Schedule Property 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 Schedule Property;
- (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 competent Authorities till the completion certificate/ occupancy/ temporary occupancy certificate has been issued and possession of Apartment and building along with Common Areas has been offered to the Allottee and the 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.

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

- (i) The Allottee shall comply with all legal requirements for purchase of the Apartment after execution of this Agreement to Sub-lease and shall sign all requisite applications, consents, declaration, NOCs, deeds, forms, affidavits, undertakings, etc., as may be required for the purpose by the Promoter/Association/MSA/EA and/or as may be required by the Authority and under Applicable Laws.
- (ii) 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 sums payable by the Allottee to the Promoter pursuant to this Agreement to Sub-lease. Until the Sub-Lease Deed is executed and registered in favour of the Allottee in terms hereof, this Agreement to Sub-lease shall not confer any right of title/ownership upon the Allottee in respect of the Apartment.
- (iii) 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 and/or un-allotted areas, other developments in the Project Independent Areas limited common areas and facilities etc. and to receive any consideration in respect of the same, in accordance with Applicable Laws.
- (iv) The Promoter has named the Project as "*Central Market*" and which name can be changed at the sole discretion and decision of the Promoter. The Promoter shall have a right to display its

name at conspicuous places as the developer of the Project at all times. The trade mark on the word/style “Central Market” shall always remain with the Promoter.

- (v) The Allottee shall become a member of the Association which will be formed by the apartment owners 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 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, regulations of the Association that may be specified under the bye laws of such Association.
- (vi) 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/levy/charge/surcharge in respect of the Project Land/the Project/Apartment, as the case may be, in proportion to the Carpet Area of the Apartment.
- (vii) 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 Authority and seek changes in the Approvals as per Applicable Laws for such development, in accordance with the procedures laid down in Clause 1.10 of this Agreement to Sub-lease. The Allottee further agrees and confirms that the Promoter shall be entitled to raise more floors as per the necessary approvals obtained from the authority.

(viii) In the event of death of the Allottee/Co-Allottee, the person on whom the rights of the deceased devolve by law of succession shall, within 90 days of devolution give notice of such devolution to the Promoter. The person(s) on whom the rights of the deceased 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, maintenance and other amounts due to the Electricity Agency, Maintenance Agency or any other Government Agency.

9. Event of Default and Consequences

9.1 Subject to the *Force Majeure* clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide offer for 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 Authority including any extension thereof. For the purpose of this Clause the offer of possession shall be given when the Apartment is complete in all respects including all specifications, amenities and facilities, as agreed to between the parties in SCHEDULE D and SCHEDULE E, and/or for which the Promoter has made an application to NOIDA for issuance of Occupancy Certificate/ completion/ temporary occupancy certificate after obtaining requisite NOC's from the concerned Departments or the issue of Occupancy/

Completion/ Temporary Occupancy Certificate by NOIDA whichever is earlier;

- (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 above a non-defaulting Allottee is entitled to the following:

- (i) Stop making final payment to Promoter as demanded by the Promoter. If the Allottee stops making payment, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the final payment without any interest; or
- (ii) The Allottee 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 (except towards applicable taxes) towards the purchase of the apartment, along with interest at the rate equal to MCLR (Marginal Cost of 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 does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the offer of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 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 to Sub-lease, as may be due and payable to the Promoter/EA/MSA/Association in respect of the Apartment; or
- (ii) In case the Allottee fails to execute the Maintenance Agreement or Electricity 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 to Sub-lease 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. On the failure of the Allottee to do so, and without prejudice to any other right or remedy available to the Promoter under Applicable Laws or as otherwise envisaged in terms hereof, the Promoter shall have the right to cancel the allotment under notice to the Allottee. The

Apartment shall vest with the Promoter absolutely and the Promoter shall refund the monies in terms of Clause 7.5. The Promoter shall after cancellation be free to resell and/or deal with the Apartment in any manner whatsoever at its sole discretion.

10. EXECUTION OF SUB-LEASE DEED OF THE SAID APARTMENT

The Promoter, on receipt of Total Consideration of the Apartment as per Clause 1.2 and SCHEDULE C under the Agreement from the Allottee, shall execute a Sub-Lease deed and convey the title of the Apartment together with pro rata, undivided and indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy/ completion/ temporary occupancy certificate to the Allottee:

Provided that, in the absence of Applicable Law, the Sub-Lease deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy/ completion/ temporary occupancy certificate.

However, in case the Allottee fails to submit the requisite stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Sub-Lease deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID APARTMENT/PROJECT

11.1 The Promoter, or a Maintenance Service Agency ("MSA") appointed by the Promoter, shall be responsible for the maintenance and upkeep of the Common Areas in the Project till the taking over of the maintenance of the Project by the Association of Allottees or

any Authority, as the case may be. The cost of such maintenance for 1 (one) year from the date of completion certificate has been included in the Total Price of the Apartment. It is hereby clarified that the responsibility of up keep of the Apartment shall be the responsibility of the Allottee.

However, after 1 year of issuance of completion certificate, the Promoter will be entitled to collect from the allottees amount equal to the amount of maintenance charges disclosed in Clause 1.2 + 10% in lieu of price escalation for the purpose of the maintenance for next 1 year and so on. The Promoter will pay the balance amount available with it against the maintenance charges to the MSA, once it is nominated.

- 11.2 The Allottee shall execute a Project Maintenance Agreement with the Promoter/MSA simultaneous to the issuance of the Possession Notice by the Promoter in respect of the Apartment and any refusal or denial to execute the same shall tantamount to a deliberate breach of this Agreement to Sub-lease and shall be deemed to be an Event of Default under this Agreement to Sub-lease. The Allottee undertakes to abide by the terms of the Project Maintenance Agreement and to make timely payments of all Maintenance Charges from time to time, whether or not the Allottee is in physical occupation of the Apartment.
- 11.3 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 requisite Interest-Free Maintenance Security Deposit (“IFMSD”) (including any further contributions to the IFMSD, when necessary). The Allottee shall deposit and shall always keep deposited/ maintain

deposit with the Promoter/MSA the IFMSD as specified in SCHEDULE C.

11.4 The Promoter/MSA reserves the right to increase the IFMSD from time to time to maintain equilibrium with the increase in the cost of maintenance services and the Allottee(s) agrees to pay such increases within fifteen (15) days of the receipt of a prior written notice from the Promoter/its nominee (including MSA).

11.5 The Promoter/MSA may obtain the insurance coverage to meet the risk and liability arising due to fire, flood, earthquake, other natural calamity, structural defects in the project and will charge the insurance premium payable to the insurance company from all the Allottees in proportionate manner. However, the Allottee will be exclusively obligatory to obtain insurance coverage for the Apartment and goods lying inside the Apartment at its own cost and initiative.

12. DEFECT LIABILITY

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/Lessee as per this deed relating to such development is brought to the notice of the Promoter/Lessee within a period of five years by the Sub-Lessee(s) from the date of handing over possession, the same shall be rectified by the Promoter/Lessee at its own costs. Provided that –

- i. In case the damage to the Apartment or the Project is caused by the Allottee(s) / Association of Allottees 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) / Association Of Allottees and/or any damage caused due to Force Majeure; the Promoter shall not be liable to rectify such defects / damage.

- 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 unit or in the materials used therein.
- iii. The Allottee(s) 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, pervious 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 rain water 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(s) are 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(s) shall raise all / any claims

regarding such items directly to the respective manufacturers / suppliers, keeping the Promoter indemnified.

- v. The Allottee(s) 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.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

13.1 The Promoter/MSA shall have rights of unrestricted access to all Common Areas, parking spaces for providing necessary maintenance services.

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/Association of Allottees, even after handing over the possession and maintenance of the Project to the MSA.

14. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces, Apartments and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's

etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, and the same shall be reserved for use by the Promoter/MSA. However, the Parking Areas will always be under the control of Promoter or its nominated Agency and it may allow the Occupants of the apartment and their Customers/Visitors to use the parking facility in the Project on payment basis and the Allottee and their Association will not have any objection in the same.

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 Building, or the Apartment, 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 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. That the said Project is not air conditioned and the Allottee may install its own air conditioner unit only at the place designated by the Promoter, Subject to not creating any disturbance for other Allottee(s) and/or MSA for the said Project.

15.2 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 or anywhere on the exterior of the Project, buildings therein or Common Areas, except with the permission of Promoter in writing. The Allottee will be entitled to place his sign board/name-plate only at the face/front of the said Apartment subject to following the specifications in this regard provided by the Promoter and/or MSA. However, if any taxes or duties are attracted due to fixation of such sign board/name plate etc., the same will be borne and paid by the Allottee/Occupant of the said Apartment. 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 material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including, but not limited to, the outer and load bearing wall of the Apartment.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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:

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 and/or this Agreement.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

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

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the applicable provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Allottee understands that Commercial Complexes/ Shopping Malls, such as the present Project, are not covered under the definition of Apartment as provided in the Apartment Act.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter 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 Booking. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of Booking

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 in terms of Clause 7.5.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND

This Agreement shall only be amended in writing executed by both the Parties. Unless any amendment is required pursuant to an Order of the Court or direction of the Government, in which case the Promoter shall have the right to amend the Terms of Agreement without executing the same in writing.

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, the Allottee and 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 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 maybe. 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.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION

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, in NOIDA. All the expenses related to execution/registration of the Sub-Lease Deed shall be borne by the Allottee.

29. NOTICES

29.1 Any notice, demand or other communication to be served under this Agreement to Sub-lease may be served upon the Allottee or the Promoter by registered post with acknowledgement due or Speed Post or courier service or through email at the addresses provided below or at such other address as may be notified in writing to the other party.

29.2 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 at their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee Address)

_____ (Allottee email)

M/s _____ Promoter name

_____ (Promoter Address)

_____ (Promoter email)

It shall be the duty of the Allottee and the Promoter to inform each other by a Speed Post letter or by electronic mail of any change in address, email and phone no. subsequent to the execution of this Agreement, failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case maybe. All e-mails sent by the Allottee to the Promoter on any matter, so as to be binding on the Promoter are required to be confirmed by a duly signed hard copy, sent by Speed Post separately.

30. JOINT ALLOTTEES

That 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 consider 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, prior to the execution and registration of this Agreement to Sub-lease for such apartment, shall not be

construed to limit the rights and interests of the Allottee under the Agreement to Sub-lease or under the Act or the Rules or the Regulations made thereunder.

32. GOVERNING LAW:

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

33. 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 to Sub-lease 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.

34. TRANSFER/NOMINATION OF ALLOTMENT BY THE ALLOTTEE

Transfer of allotment may be permissible subject to approval by Promoter who may at its sole discretion permit the same on payment of transfer charges as applicable from time to time and subject to Applicable Laws and notifications/ directions/ charges/ fees of any Authority subject to such terms and conditions as the Promoter may impose and following the terms & conditions as mentioned in the Principal Lease Deed. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/nominations. Any such transfer/ nomination shall be subject to rectification of any breach of this Agreement to Sub-lease 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. 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.

35. 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 resolved through arbitration, which shall be the mode of resolution of disputes, as aforesaid under the Arbitration and Conciliation Act, 1996 or any other statutory amendments, modifications, for the time being in force. The arbitration proceedings shall be conducted by a Sole Arbitrator who shall be appointed mutually by the Parties. Once a dispute is notified by the aggrieved party, the Promoter shall forward a list of 5 (five) independent and impartial arbitrators to the Allottee. The Allottee may select any one of such arbitrator from the list sent by the Promoter to be appointed as the Sole

Arbitrator, within a period of 30 days from the receipt of such communication. In the event of failure by the Allottee to select the Sole Arbitrator within the stipulated time, the Allottee shall forgo the right of selection, and the Promoter may select any one from the list to be appointed as the Arbitrator. The seat of Arbitration shall be at New Delhi. The Parties shall bear the Arbitration expenses equally. The Award passed by the Arbitrator shall be final and binding upon both the Parties.

36. JURISDICTION

The Courts at Delhi shall, to the specific exclusion of all other courts, have the jurisdiction in all matters arising out of or concerning this Agreement to Sub-lease, regardless of place of execution or subject matter of this Agreement to Sub-lease.

37. DECLARATION:

The Allottee has entered into this Agreement to Sub-lease 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 and the Project. The Allottee has have satisfied itself/themselves and has/have 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, 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, that the Allottee is making this Agreement to Sub-lease.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement to Sub-lease on _____ at _____ in the presence of attesting witness, signing as such on the day firstabove written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1)	Signature _____ Name _____ Address _____	Please affix and sign across the photograph
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(2)	Signature _____ Name _____ Address _____	Please affix and sign across the photograph
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SIGNED AND DELIVERED BY

Promoter: M/s. West Way Realty LLP

(1)	Signature (Authorized Signatory) _____ Name _____ Address _____	Please affix 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
SCHEDULE 'B' -	FLOOR PLAN OF THE APARTMENT
SCHEDULE 'C' -	PAYMENT PLAN
SCHEDULE 'D' -	SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)
SCHEDULE 'E' -	SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)
[The 'Schedules' to this Agreement to Sub-lease shall be as agreed to between the Parties and read as part and parcel of this Agreement]	