

**AGREEMENT FOR SALE / SUB-LEASE**

This Agreement for Sale ("Agreement") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

By and Between

**Parth Bultech Private Limited** (CIN No. U45400DL2008PTC184278), a company incorporated under the provisions of the Indian Companies Act-1956, having its registered office at G-83/207 Vijay Chowk, Laxmi Nagar, Delhi-110092 India, and its corporate office at Office No 21, Ground Floor, Logix Infotech Park, D-5 Sector-59, Noida-201301, Gautam Buddha Nagar, Uttar Pradesh, India,. (PAN-AAFCP2755F), represented by its authorized signatory Mr./Mrs./Ms. \_\_\_\_\_S/W/D/o\_\_\_\_\_, Authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in interest, executors, administrators and permitted assignees);

AND

(If the Allottee is Individual)

Mr. /Ms. \_\_\_\_\_ Son/daughter of Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) & (PAN \_\_\_\_\_) aged about \_\_ years, residing at \_\_\_\_\_, 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 assignees).

OR

[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 \_\_\_\_\_ (PAN \_\_\_\_\_), Residential Status \_\_\_\_\_ (Indian/Foreign ) 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 Firm]

\_\_\_\_\_ a Partnership Firm registered under the [Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008, as the case may be], 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 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 a HUF]

Mr. ...., (Aadhar No.....) Son of .....aged ..... as the karta of HUF, known as .....HUF, having its registered office at ....., (PAN.....), herein after refer 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 firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

\*If more than one Allottee then multiple entries of above to be made

**Definitions:**

1. **"Act"** Means the Real Estate (Regulation and Development) Act 2016.
2. **"Agreement"** means this Agreement for Sale / Sub Lease including its schedules, recitals and terms and conditions for the allotment of Apartment in the Project and any amendments from time to time as may be mutually executed by and between the parties hereto in writing.
3. **"Apartment"** means the Commercial Apartments/Shops/Restaurant/Hotel/ Food Court/ Cinema Hall/ Office Space/Studio Apartments as allotted to allottee, details of which have been set out in (Schedule B)
4. **"Apartment Act"** means The Uttar Pradesh Apartment (Promotion of Construction, ownership and Maintenance) Act, 2010 and The Uttar Pradesh Apartment (Promotion of Construction, ownership and Maintenance) Amendment Act, 2016 and rules made thereunder.
5. **"Authority"** means Uttar Pradesh Real Estate Regulation Authority.
6. **"Booking Amount"** means an amount equivalent to 10% (Ten percent) of the total Price payable by the Allottee for the Apartment.
7. **"Building"** shall have the meaning as ascribed to it in (Schedule A) hereof.
8. **"Government"** Means Government of Uttar Pradesh
9. **"Interest"** means MCLR (Marginal Cost of Lending Rate) on Home Loan of State Bank of India + 1%.
10. **"Limited Common Areas and Facilities"** shall have the same meaning as defined in the U.P. Apartment Act and as declared in deed of declaration submitted before the competent authorities.

11. **"Maintenance Agreement"** means the agreement to be executed between the Maintenance Agency and the Allottee for maintenance of the Common Areas and facilities thereof by the Maintenance Agency.
12. **"Maintenance Agency"** shall have the meaning as described to in the **Para 11.3** hereof.
13. **"Party"** unless repugnant to the context, means a signatory to this Agreement and **"Parties"** unless repugnant to the context, means a collective reference to all the signatories to this Agreement.
14. **"Payment Plan"** shall have the meaning as ascribed to in **Para 1.4.**
15. **"Rules"** means the rules for the state under the Real Estate (Regulation and Development) Act 2016.
16. **"Regulations"** means the regulation made under the Real Estate (Regulation and Development) Act 2016.
17. **"Section"** Means section of the Real Estate (Regulation and Development) Act 2016.

**WHEREAS:**

- A. The Promoter is Lessee and in possession of lease hold Commercial plot bearing Plot no. C-7, Sector-12 Greater Noida, District Gautam Buddha Nagar, and Uttar Pradesh (referred to as "Project Land" admeasuring 10400.00 Sq. Mtr, acquired vide Lease deed dated 18.12.2024 executed between Greater Noida Industrial Development Authority and Parth BUILTECH Private Limited and the same was registered before the Sub Registrar Dadri, Gautam Buddha Nagar dated 08.01.2025 in Book No. I, Volume No. 30012 on pages from 301 to 350 as Document No. 925.

That the promoter is the allottee of Greater Noida Industrial Development Authority (GNIDA) vide allotment letter bearing No. GNIDA/COM/CPS-03/2023-24/4894, dated 23.08.2024 and allotted the Plot No. C-7, Sector-12, Greater Noida, District Gautam Buddha Nagar, Uttar Pradesh Area, area admeasuring 10400.00 Sq. Mtr vide allotment No. CPS-03/2023-2400006.

- B. That Promoter is constructing and developing a commercial real estate project on the Project Land by the name and style **"NIRALA GATEWAY"** ("Project") for the purpose of Development of Commercial Activities such as showrooms, retail outlets, restaurants, hotels, offices as such other commercial uses.
- C. That 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. That Greater Noida Industrial Development Authority has granted the Map approval to develop the Project vide approval dated 30-04-2025 bearing no. PLG/BP-SM-10-FEB-2025: 23781.

- E.** That Promoter has obtained the layout plans, sanctioned plans, specifications and all necessary approvals for the Project and also for the Said Unit from the Greater Noida Industrial Development Authority (GNIDA) and/or other competent Authorities. 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.
- F.** That Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow, Uttar Pradesh on \_\_\_\_\_ under Registration No. \_\_\_\_\_
- G.** That Allottee had applied for Apartment No. \_\_\_\_\_ type \_\_\_\_\_ in the Project vide application no. \_\_\_\_\_ & booking no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Apartment no. \_\_\_\_\_ type \_\_\_\_\_ having carpet area of \_\_\_\_ Sq. Mtr. / \_\_\_\_ Sq. Ft. and builtup area of \_\_\_\_ Sq. Mtr. / \_\_\_\_ Sq. Ft. and super area of \_\_\_\_ Sq. Mtr. / \_\_\_\_ Sq. Ft., with \_\_\_\_\_ mechanical covered/ covered car parking on ..... floor in ..... ("Building"). As in case of no Car parking is allotted Car Parking shall be on pay and park basis, Rules and Regulations of the agency maintaining car park will be applicable, as permissible under the applicable law and of pro data share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule B and the floor plan of the Apartment is annexed hereto and marked as Schedule A); Any additional parking Space (s) (open / mechanical covered), if required by the Allottee(s) for exclusive use, would be charged at the then prevalent rate for use of each Parking Space and will be offered subject to availability
- 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.** I. That the layout plan of the project has been sanctioned by GNIDA. The undivided interest in the common areas and facilities of the Apartment/Shop/Commercial Space/Unit owner shall be confined up to the particular project wherein the Apartment/Shop/Commercial Space/Unit is situated. The up keeping and maintenance of the Project will be carried out by the Promoter or its nominee, the Apartment/Shop/ Commercial Space/ Unit owner(s) shall be liable to pay the maintenance charges of the Project.
- II. The project has a sanction plan wherein areas/land has been duly earmarked for particular usage, it is not an obligation towards the company to construct the building over the entire land of sanction plan, the Promoter may allow other developers/promoters to build upon some areas of project for development and construction in accordance with usage defined in sanction plan and development of these areas will depend upon the market viability.
- III. That the Apartment shall be sold as an independent Unit with undivided interest in the common areas and facilities of the project subject to the description mentioned in the deed of declaration submitted under section 12 of The Uttar Pradesh Apartment Act, 2010.

- J. 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;
- 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 sell and the Allottee hereby agrees to purchase the Apartment and Reserved Car parking (if allotted) if opted by the customer.

**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 sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Apartment as specified in "Schedule B".
- 1.1.2 Both the parties confirm that they have read and understood the provisions of section-14 of the Act.

**1.2** The Total Price for the [Apartment/Unit] based on the carpet area is Rs..... (Rupees.....only) ("Total Price") The Breakup of Total Price is duly mentioned in "Schedule C" of this Agreement.

**EXPLANATION:**

- 1.2.1 The Total Price above includes the booking amount paid by the allottee to the Promoter towards the said Apartment;
- 1.2.2 The Total Price 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 offer for handing over the possession of the Apartment to the Allottee after obtaining the occupancy certificate / part occupancy certificate for the Building: Provided that in case there is any change/modification in, or imposition of new, taxes, charges, fees, levies etc., the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification. But if the promoter has not charged GST from the Allottee or has allowed a rebate/discount on account of GST or the same has been accounted for in price calculation, then the decrease, if any, in GST will be first adjusted against such rebate/discount and any surplus still available after such adjustment, shall be passed back to the Allottee.

Provided further that if there is any increase in the taxes, charges, fees, levies etc., after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, for period post the scheduled date of completion, the same shall not be charged from the Allottee save and except in case of delay in completion due to Force Majeure conditions;

- 1.2.3 The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified in the Payment Plan "Schedule C". In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

### **1.3 Escalation Free Price**

- 1.3.1 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charge and any other cost, charges, levies, fee etc., 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. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development fee, cost, charges, levies etc. imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments, and the demand made by the Promoter to the Allottee on proportionate basis with regard to development charges, cost, charges, fees, levies, etc. shall be final and binding on 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, for period post the scheduled date of completion, the same shall not be charged from the Allottee, save and except in case of delay in completion due to Force Majeure conditions.

- 1.3.2 The Allottee agrees that any levies, charges, taxes, fees, duties, house tax, water tax, sewerage tax, electricity charges, municipal tax, wealth tax, service tax or any other taxes or charges, of any nature whatsoever, in respect of the Apartment, demanded by the competent authority, whether retrospectively or prospectively, after the date of offer for taking over possession of the said Apartment has been given by the Promoter to the Allottee, the same shall be paid by the Allottee to competent authority on demand, without any recourse to / liability on the Promoter. However, in the event the Promoter is required to make payment of such levies, charges, taxes, fees, house/property tax, duties etc., to the competent authorities, then the Allottee shall be liable to reimburse the same on proportionate basis (along with Interest) as per demand raised by the Promoter.

- 1.3.3 The Allottee agrees that If the development charges, taxes, cost, charges, fees, levies, etc. /increase thereof is not paid, then the non- payment of such cost, charges, fees, levies etc., shall be treated as unpaid consideration as per this Agreement and the Promoter shall be entitled to levy interest, penalty and/or cancel the allotment and terminate this Agreement.
- 1.3.4 The Allottee also agrees that If deemed necessary by any provision of the existing and future laws, guidelines, directions etc. of any government authority or the competent authorities made applicable to the said Apartment / Project requires provision of new/additional facilities/equipment/devices or their up-gradation etc. including but not limited to providing additional fire safety measures etc., and / or increase in any type of securities to be paid by the Promoter / Allottee, increase in deposits and charges and increase therefor for supply of electrical energy and any other additional charges which may be levied or imposed by any competent authority, court, tribunal etc. from time to time, then the cost of the such additional devices, equipment, facilities or up-gradation, security, deposit, charges etc. shall also be borne and paid by the Allottee on proportionate basis, as and when demanded by the Promoter.
- 1.3.5 The Allottee also agrees that the Promoter may modify, delete, improve any specification and/or facilities as mentioned in this Agreement due to technical reasons or in terms of prevailing law or for any other reasons beyond the control of the Promoter, provided the Promoter will provide specifications and/or facilities of equivalent standard / quality. The Allottee agrees that in case the specifications and/or facilities provided by the Promoter is of superior quality / standard, then the Allottee undertakes to make payment in respect of the same on proportionate basis, as and when demanded by the Promoter.
- 1.4 The Allottee shall make the payment as per the payment plan set out in "Schedule C" ("Payment Plan"). In the event of delay in payment of any installment by the Allottee, the Allottee shall be liable to pay Interest to the Promoter on the unpaid amount 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.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at such rate as may be determined by the Promoter for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

Further, In case project is delayed then in that case while calculating penalty, this advance payment shall be assumed to be received on the date when it was actual due.

In case of booking of unit under subvention/assured rental in that case allottee(s) shall not be entitled for delay possession penalty for any kind of delay in giving possession of apartment/unit by developer.

- 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 in respect of the Apartment or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act or as per approvals/instructions/ guidelines of the competent authorities:  
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 or as per approvals/instructions/ guidelines of the competent authorities.
- 1.7** The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate / part occupancy certificate(as applicable)\* for the Building is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area 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 equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% ("Interest"), from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan [Schedule-C]. Provided that if increase in the Carpet Area of the Apartment is more than three percent of the Carpet Area of the Apartment, then the Allottee may choose to either pay within 30 (thirty) days of the demand notice being issued to the Allottee towards such increase or cancel the allotment. In case of cancellation of allotment under this Para, the Allottee shall be entitled to refund of entire monies paid by the Allottee to the Promoter along with Interest after (i) deducting the taxes paid by the Allottee towards the Apartment and (ii) execution and registration of a Cancellation Deed for cancellation of the allotment. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in Para 1.2 of this Agreement.
- 1.8** Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall, upon execution of the sub-lease deed, have the right to the Apartment as mentioned below:
- (I) The Allottee shall have exclusive ownership of the Apartment;
  - (II) 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. The use of Common Areas and facilities by the Allottee shall be subject to timely payment of Maintenance Charges and the compliance of applicable rules and regulations and upon terms and conditions mentioned in the Maintenance Agreement. The use of Common Areas and facilities shall be subject to such rules and regulations as are prescribed by the Promoter or Association or Association of Project which shall be followed by the Allottee and other occupants of the Apartment. It is clarified that the Promoter shall hand over the Common Areas to the Association or Association of Project or the competent authority as the case may be after duly obtaining the occupancy certificate for the Project from the competent authority as provided in the Act.

- (III) The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring & connectivity to the Apartment, lift, finishing with paint, doors, windows,(As per specification) fire detection and firefighting equipment in the Common Areas, Maintenance Charges as per Para 11 and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment in the Project, as more clearly detailed in Schedule D & E of this agreement.
- (IV) The Promoter has allowed the Allottee for inspection of site and made available the sanction plans, layout plans duly approved by the GNIDA Authority and/or other competent authorities along with standard specifications, ownership documents, rights of the Promoter in the Project Land etc., relating to the Project and the Allottee has understood the same and all limitations and obligations in respect thereof. The Promoter has also informed to the Allottee(s) about the various components / parts of the Project and stages of its development.
- (V) The Allottee acknowledges that the Promoter has provided all information/clarifications as required by him/ her with regards to Project/ Said unit and that the Allottee has decided to purchase the Said unit at his/her freewill, without any coercion or undue influence by the Promoter or its sales personnel or agent.
- (VI) The Allottee understands that the Hotel part of the Building shall have a separate and distinct common areas, amenities and facilities which are designated for the use of the Hotel only and the allottees/owners of the serviced apartments shall not have any right or entitlement in this part of the Building/Project. Similarly, the Serviced Apartment part of the Building shall have separate and distinct common areas, amenities and facilities which are designated for the use of serviced apartment allottees/ occupants only.

- 1.9** It is made clear by the Promoter and the Allottee agrees that the Apartment along with Reserved Car Parking Spaces (if allotted) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained real estate project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities, other than declared as independent areas or Limited Common Areas and Facilities in deed of declaration shall be available only for use and enjoyment of the allottees.
- 1.10** The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to 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 Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11** The Allottee has paid a sum of Rs-----/- (Rupees ----- -- Only) 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 by him under this Agreement, he shall be liable to pay Interest.

**1.12 Exclusion from the scope of this Agreement:**

1.12.1 It is clarified that the Allottee shall not have any ownership right on the areas declared as independent areas or Limited Common Areas and Facilities and the right to use such independent areas and Limited Common Areas and Facilities shall be limited to the allottee(s) who have been specifically authorized to use such independent areas / Limited Common Areas and Facilities. The Promoter shall be entitled to regulate the usage of the independent areas and Limited Common Areas and Facilities and dispose the same as it may deem fit.

1.12.2 The Parties hereby acknowledge and agree that the Project does not include any commercial spaces or commercial facilities as part of

Common Areas & Facilities, and further acknowledge and agree that no garage or parking space is attached with the Unit.

1.12.3 The Allottee further acknowledges and agrees that he/she/it shall not have any right to interfere in / obstruct / hamper (i) the operation and management of Service Apartment/Studio/Hotel etc. as well as of independent areas in the Project, and/ or (ii) in creation of any third party rights by Promoter by way of booking, allotment, sale, transfer, lease, collaboration, joint venture etc. in respect of above or any other mode including transfer to government authority, other authorities, body, any person, entity, institutions, trusts or any local bodies, which the Promoter may deem fit proper.

1.12.4 It is made clear by the Promoter and agreed by the Allottee, that the Promoter is responsible only to undertake the developments within the boundaries/periphery of the Project and shall not be liable for any developments/progress outside the boundaries of the Project. It is also clarified all land(s) earmarked by the Promoter in the lay out plan as public roads, public streets (falling outside the periphery/boundary of the Project) are for use by general public and are clearly outside the scope of this Agreement, and the Allottee shall have no right of any nature whatsoever in such lands.

### **1.13 RESERVED CAR PARKING SPACE (IF ALLOTTED)**

1.13.1 The Allottee shall have right of usage in respect of Reserved Car Parking Space(s) (If allotted). The location of the Reserved Car Parking Space(s) shall be identified and allocated by the Promoter at the time of handover of possession of Apartment to the Allottee, subject to statutory rules and regulations.

1.13.2 The Reserved Car Parking Space(s) (if allotted) forming a part of the Apartment is bundled with and deemed to be part and parcel of the said Apartment and the same shall not be independent or detached from the said Apartment. The Allottee undertakes not to sell/transfer/deal with or part with possession of the reserved parking space independent of the said Apartment and further undertakes that he shall not modify or make any changes or cover the Reserved Car Parking Space(s) or divert the usage of the said Reserved Car Parking Space(s) in any manner whatsoever at any point of time. The Allottee undertakes to park his vehicle in the Reserved Car Parking Space(s) and not anywhere else in the Project. The Allottee agrees and confirms that in the event of cancellation or resumption of the said Apartment under any of the provisions of this Agreement, the Reserved Car Parking Space(s) along with additionally allotted parking space(s), if any, to him shall automatically be cancelled or resumed as the case may be. No separate proceedings for cancellation or resumption of Reserved Car Parking Space(s) shall be initiated or followed by the Promoter independently in respect of the said Apartment in any manner whatsoever.

- 1.13.3 The Allottee understands and acknowledges that the service areas in the basement of the said Building, the Project and/or anywhere else in the Project which are reserved/earmarked by the Promoter for services, use by maintenance staff earmarked by the Promoter to house services including but not limited to electric sub-station, transformer, DG set rooms, STP, ETP, Garbage Room, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc., shall not be used by the Allottee for parking or any other purpose, of any nature whatsoever. All clauses pertaining to allotment, use, possession, forfeiture, cancellation etc., of the said Apartment shall apply mutatis mutandis to the Reserved Car Parking Space(s). The liability to pay for the Maintenance Charges as may be levied from time to time by the Maintenance Agency/ Promoter on such Reserved Car Parking Space(s) shall be the responsibility of and payable by the Allottee. Any violation of this condition shall be a breach of this Agreement by the Allottee.
- 1.13.4 The Allottee may apply for additional parking space(s) in addition to the Reserved Parking Space(s) and the same may be provided by the Promoter, subject to the availability of additional parking space(s), on the prevailing rates and the Allottee undertakes to pay charges for such additional parking space(s) as per demand raised by the Promoter.
- 1.13.5 The Parties have understood that the entire parking areas of the Project shall be used for parking of two/ four-wheeler vehicles and transport/ goods vehicles etc. upon payment of charges to the Promoter/Promotor nominated Agency. The Parties have mutually agreed that neither garage/ parking spaces have been sold to the Allottee nor any free-of-cost right to parking is attached with the Unit. The Allottee (including its tenants/ lessees/ licensees, owners, management, users, staff, occupiers, personnel, goods vehicles and customers etc.) shall be required to make payment of parking charges to the Promoter/ Promotor nominated Agency. Charges for parking shall be decided by the Promoter and revised/ amended from time to time. Parking of vehicles upon payment of charges shall only be possible with prior permission of the Promoter and the Parking Policy of the promoter as revised/amended from time to time shall be binding on all such users. All parking spaces shall be Independent Areas and not form part of Common Areas & Facilities. The Promoter (or any third party identified by the Promoter) shall have the sole, exclusive and irrevocable right to collect any charges/ revenue from all parking spaces of the Project despite handing over of any Common Areas & Facilities to the Association of Allottees. The Allottee undertakes that they shall abide by and shall not challenge or dispute any decision taken by the Promoter relating to the above terms as a fundamental condition of this Agreement/ allotment/ sublease contract for the Unit. The Allottee hereby waives all rights relating to the above terms in favour of the Promoter.

**1.14** The Allottee agrees and confirms that in the event allotment of the said Apartment is cancelled, for any reason whatsoever, then the Promoter shall be entitled to re-book, allot, sell, lease, sub-lease, transfer, deal with and / or dispose off the said Apartment, without any interference or objection from the Allottee, irrespective of the fact that whether the Allottee has executed a cancellation deed and other cancellation documents or not, and the Allottee undertakes to provide requisite assistance and co-operation including signing of all document, agreements, etc., as may be required by the Promoter in this regard. The Allottee undertakes to keep the Promoter indemnified and harmless in this regard.

## **2. MODE OF PAYMENT**

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule-C] through A/c Payee cheque/demand draft/bankers cheque/through banking channel in favour of **"PBPL-COLLECTION ACCOUNT FOR NIRALA GATEWAY"** payable at Noida.
- 2.2 For all payments through A/c Payee cheque / demand draft / bankers cheque the date of clearance of such A/c Payee cheque / demand draft / bankers cheque shall be taken as the date of payment. For online payment the date of intimation by the Allottee to the Promoter regarding debit from his bank account shall be credit taken as the date of payment, and credit for the payment made will be given on actual credit of the amount from the bank and credit for such payments will be given to the Allottee on the next working day of such intimation by the Allottee post actual credit of the amount in the bank account of the Promoter. In case of outstation cheque / demand draft or wire transfer, any charges including collection charges debited by bank, shall be borne by the Allottee and will be debited to the Allottee's account. Further, the Promoter is not and shall not be liable for any currency exchange rate given by the bank (in case of foreign remittance). Promoter will credit Allottee's account with the amount credited in Promoter's account.
- 2.3 All the payments to be made by the Allottee shall be subject to realization of Cheque/ Demand draft etc. In case of dishonor of any Cheque / Demand draft due to any reason whatsoever, the same shall amount to non-payment and shall constitute a default under this Agreement. In such an eventuality, without prejudice to the right and remedies available to the Promoter, the Promoter shall be entitled to and the Allottee shall be liable to pay the equivalent cheque amount along with the delayed interest and applicable bank charges to the Promoter. In case of first time of cheque being dishonored, a sum of Rs.500/- (Rupees Five Hundred Only) would be debited to the Allottee account in addition to the bank charges. In the event of subsequent dishonor, a sum of Rs.1000/- (Rupees One Thousand Only) would be debited to the Allottee's account in addition to the bank charges. This

is without prejudice to the right of the Promoter to terminate this Agreement as a breach on the part of the Allottee.

- 2.4 The Allottee shall be issued a receipt by the Promoter against the delivery of every demand draft / cheque/online payment issued by the Allottee subject to the clearance of the payment. The receipt of the payment shall be issued by the Promoter in the name of the Allottee, irrespective of the fact that payment is being made by any other person or from any other account.
- 2.5 The Allottee shall make the payment to the Promoter after deducting Tax Deduction at Source ("TDS") as may be applicable and at the rate specified by the concerned governmental body or appropriate authority from time to time. At present TDS of 1% of sale consideration and cost of construction shall be paid by the Allottee as per the provision of Section 194 IA of the Income Tax Act. The Allottee shall issue a certificate of deduction of tax in the prescribed form to the Promoter within 15 (fifteen) days from the date of deduction. The amount shall be credited to the account of the Allottee on submission of proof of payment/deposition of "TDS on purchase of property" to the govt. account and TDS certificate in Form-16 B. The payment/s made by the Allottee shall be deemed to be made after due compliance of all TDS/GST and/or any other taxes as may be applicable and the Promoter shall not be under any liability/obligation to ensure the compliance of the same by the Allottee
- 2.6 The Allottee(s) hereby confirm that Allottee(s) has/have not made any payment in cash to any broker and/or sales person and/or promoter against the purchaser of this apartment. Promoter has made allottee(s) clear that i will not accept any cash payments at any point in time against the purchase this unit and all payment shall be made through cheque/demand draft/online transaction in the name of Parth Builtech Private Limited collection account of "**PBPL-COLLECTION ACCOUNT FOR NIRALA GATEWAY**" against receipts. Allottes(s) will be sole responsible if allottee(s) will pay any amount other then through banking channel

### **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 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 with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and

Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee 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 issuing 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 name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. The Promoter will be entitled to adjust and appropriate the amount paid by the Allottee first towards interest on overdue payments and thereafter towards any overdue payments or any outstanding demand and finally, the balance if any, shall be adjusted towards the principal amount of current dues for which the payment is tendered and the Allottee agrees to accept such appropriation which shall be binding upon him.

**5. TIME IS ESSENCE:**

- 5.1 The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the Association of Project or the competent authority, as the case may be.
- 5.2 Similarly, the Allottee agrees shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in 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 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 GNIDA and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act or as per approvals / instructions / guidelines of the competent authorities, and 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 delivery of possession of the Apartment to the Allottee and the Common Areas to the Association of Project or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to make an offer for hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on or before 29.04.2030, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature and / or orders by any Court or other competent authorities, tribunal, commission, board, NGT, CAQM etc., Government policy, guidelines, bye laws, decisions, etc. or for any unforeseen reason beyond the control of the Promoter, 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:

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 excluding taxes paid by the Promoter from the allotment within one hundred and twenty (120) days from that date or such other extended period as may be provided in the Rules, subject to execution and registration of Cancellation Deed and other documents as may be required by the Promoter for cancellation of this Agreement. 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. The Allottee agrees that he/she/it/they shall not have or make any claim against the Promoter or otherwise except for refund of money paid by the Allottee. It will be the duty of the Promoter to

maintain all the Common Areas and facilities of the Project. The Promoter shall not charge more than the normal Maintenance Charges as defined in Para 11 from the Allottee.

#### **7.2 Procedure for taking possession:-**

The Promoter, upon obtaining the occupancy certificate of the Building from the competent authority, shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement within 2 (two) months from the date of issue of such occupancy certificate .

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 certificate or making full and final payment by the allottee, whichever is later.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, agrees to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the occupancy certificate for the Project. The Promoter shall make available the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of sub-lease deed of the same.

The taking over of the possession by the Allottee shall be an acceptance by the Allottee that the Apartment has been completed as per the agreed specifications and to the satisfaction of the Allottee, and the Allottee shall not have any claim or dispute against the Promoter or its nominee for any item of the work/specifications etc.

#### **7.3 Failure of Allottee to take possession of Apartment/Plot:-**

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings, Maintenance Agreement and such other documentation as prescribed in this Agreement and by making all the payments to the Promoter of all charges, Interest, dues etc., as specified in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such Allottee shall be liable to pay to the promoter holding charges at the rate of Rs.12/- per month per sq.ft. of Carpet Area of the Apartment for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Para 7.2.

#### **7.4 Possession by Allottee:-**

After obtaining the occupancy certificate for the Building the Promoter shall hand over the physical possession of the Apartment to the Allottees, as per Para 7.2. Further, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including those relating to the Common

Areas, to the Association / Association of Project or the competent authority, as the case may be, as per the Applicable Law, after obtaining the completion certificate for the Project.

#### **7.5 Cancellation by Allottee:-**

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to cancel the allotment of the said Apartment, terminate this Agreement in respect of the said Apartment and forfeit the (i) Booking Amount paid for the allotment, (ii) interest liabilities on delayed payment payable by the Allottee and (iii) and interest / costs paid by the Promoter in respect of brokerage paid/payable by the Promoter and statutory payments namely, GST, Service Tax, etc. paid by the Allottee. The promoter shall return 50% (fifty percent) of the balance amount of money paid by the Allottee within 45 (forty five) days of such cancellation/withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Apartment or at the end of 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 and also display this information on the official website of UP RERA on the date of re-allotment.

That upon the cancellation of allotment as per this agreement to sale either by promoter or allottee, the allottee shall submit all the original documents i.e. Agreement to sale, payment receipts, Letters/demand letters and any other documents related to apartment along with Bank Account Details for refund with each allottees consent. If allottee fail to submit the above-mentioned documents, this delay shall not be considered on the part of promoter and the allottee undertakes that he/she shall not be entitle to claim any interest or compensation for said period from the promoter.

#### **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 Para 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 for any other reason; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received (Excluding Taxes) by him in respect of the Apartment, with Interest including compensation in the manner as provided under the Act within forty-five days of it becoming due: Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee Interest for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due. It is clarified that, notwithstanding anything contained herein, in case of abandonment of the Project by the Promoter, the Allottee shall not be entitled to continue in the Project, and the Promoter will refund the amount received

by him in respect of the Apartment, with Interest after deducting the taxes paid by the Allottee towards the Apartment in the manner as provided under the Act within forty five days of it becoming due.

**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 of the Project and is in absolute, actual, physical and legal possession of the land on which he Project is being undertaken;
- (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 litigation 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 for sale/lease and/or development agreement or any other agreement/arrangement with any person or any 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. The Common Areas will be handed over to the Association of Project or the competent authority, as the case may be, after completion of the Project and issuance of completion certificate for the Project;
- (X) The said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment;
- (XI) The Promoter has duly paid and shall continue to pay and discharge all

governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the occupancy certificate for the Building has been issued and offer of possession of Apartment The Common Areas (equipped with all the specifications, amenities and facilities) shall be handed over to the Association or the Association of Project or the competent authority as the case may be after issuance of occupancy certificate for the Project;

(XII) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## **8.2 THE ALLOTTEE HEREBY REPRESENTS AND WARRANTS TO THE PROMOTER AS FOLLOWS:-**

The Allottee has the power to execute, deliver and perform his obligations under this Agreement and all necessary approvals including any Governmental, regulatory or third party approval and other actions have been validly obtained to authorize such execution, delivery and performance.

This Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms on the Allottee.

The execution, delivery and performance by the Allottee of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both), and the consummation by the Allottee of the transactions contemplated hereby or thereby will not conflict with, result in a breach of, or constitute a default under, any applicable law applicable to the Allottee or any contract or agreement to which the Allottee is a party or by which the Allottee may be bound, any agreement or commitment that prohibits the execution and delivery of this Agreement by the Allottee or the consummation of the transaction contemplated hereby.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition 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 / part occupancy certificate, as the case may be, for the Building has been issued by the competent authority;

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 further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee shall be required to make the next 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 towards the purchase of the apartment, along with Interest (i.e. 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, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due. It is clarified that, notwithstanding anything contained herein, in case of abandonment of the Project by the Promoter, the Allottee shall not be entitled to continue in the Project, and the Promoter will refund the amount received by him in respect of the Apartment, with Interest after deducting the taxes paid by the Allottee towards the Apartment in the manner as provided under the Act 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 make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount 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. The Promoter must not be in default to take this benefit;
- ii) In case of Default by Allottee 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 allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the (i) Booking Amount, (ii) interest liabilities on delayed payment payable by the Allottee and (iii) and interest / costs paid by the Promoter in respect of brokerage paid / payable by the Promoter and statutory payments namely, GST etc. paid by the Allottee and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit:

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

#### **10. SUB LEASE DEED OF THE SAID APARTMENT:**

- 10.1 The Allottee agrees that on receipt of Total Price of the Apartment as per Para 1.2 along with other charges, costs, payments, interest, deposits, securities, etc. under the Agreement and subject to Para 7.2, the Promoter shall execute a sub-lease deed to the Allottee and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within (i) 3 months from the date of issuance of the occupancy certificate / part occupancy certificate, as the case may be, for the Building, or (ii) such other time as may be prescribed under applicable laws, or (iii) as per timelines agreed herein in preceding paras, whichever is later. Until a sub-lease deed is executed and registered in favour of the Allottee, the Promoter shall continue to be owner of the Apartment.
- 10.2 The Allottee shall be liable to pay all fees, duties, taxes, expenses, other costs, etc. including stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the sub-lease deed of the said Apartment. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 and the Registration Act, 1908.
- 10.3 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 completion certificate/occupancy certificate (as applicable). However, in case the Allottee fails to deposit the 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 APARTMENT**

- 11.1 The Promoter 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 / Association of Project upon the issuance of the occupancy certificate of the Project. The cost of such maintenance for 1 (one) year from the date of offer for handing over the possession of the Apartment to the Allottee has been included in the Total Price of the Apartment.
- 11.2 However, if the Association is not formed within 1 year of issuance of occupancy / part occupancy certificate, as the case may be, the promoter will be entitled to collect from the Allottee amount equal to the amount of maintenance disclosed in Para 1.2 +10% (Ten Percent) 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 him against the maintenance charge to Association of Project once it is formed. It is clarified that in the event the Association is formed within the said 1 year period, but the Association fails to take handover of the Common Areas from the Promoter, for any reason whatsoever, then in such cases also, the Promoter

will be entitled to collect from the Allottees the above mentioned maintenance charges and other charges as set out in the Maintenance Agreement.

- 11.3 Till the time the Association / Association of Project take handover of the said Common Areas as envisaged in the Agreement or prevalent laws governing the same, the Promoter shall have a right to appoint any agency for undertaking the maintenance services in the Project ("Maintenance Agency") as it may deem fit, and the Promoter or the Maintenance Agency appointed by it has right to recover applicable maintenance charges (as per Para 11.2 above) and other charges as set out in the Maintenance Agreement.
- 11.4 The Allottee undertakes to join the Association and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Promoter for this purpose. The Allottee also undertakes to join the Association of Project if and when formed by the Promoter or its nominee(s) for a part or whole of the Project. The Allottee undertakes not to join/form any other association of allottees or resident welfare association etc., by itself or in conjunction with other allottees of the said Project.
- 11.5 The terms and conditions relating to maintenance services, use of Common Areas and facilities, payment of Interest Free Maintenance Security Deposit, sinking fund, Maintenance Charges, etc. shall be as set out in the Maintenance Agreement.

## **12. DEFECT LIABILITY:**

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to development of the Project, excluding defect/s caused by normal wear and tear and/or by the negligent use of the Apartment by the Allottee /occupants, use without proper maintenance / AMC, act of god, vagaries of nature, superficial cracks, etc., is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the promoter to given possession to the Allottee, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 180 (one hundred and eighty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- 12.2 The Allottee acknowledges that there are several products /equipment /services to be provided by third party (for example lifts, AC, fans, lights, transformer , D.G. unit , Pumps , Motors , Electrical Panels , Hardware) and the warranty and guarantee provided by the respective third party in respect of such products, equipment and services, will be available to the Allottee as per the products/equipment /services specifications, and the Allottee can approach such third parties directly for such warranty or guarantee claims. The Promoter shall not be responsible for warranty or guarantee for any

products/ equipment / services provided in the Apartment and/or Project by any third party.

- 12.3 The Allottee also agrees that for several products, equipment's, machines etc., provided in the Project including but not limited to DG Sets, lifts, etc., require proper preventive periodical maintenance. The Promoter shall also not be liable in case there is any default in the proper maintenance of these products, equipment's, machines etc.

**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

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

**14. USAGE:**

- 14.1 The use of the said Apartment by the Allottee shall be subject to strict compliance of the rules/code of conduct as may be formulated and determined by the Promoter/Maintenance Agency for such occupation/usage. Further, the Promoter/ Maintenance Agency reserve the right to modify/amend the rules/code of conduct and such modifications/changes shall be binding on the Allottee along with other occupants in the Building and Project.
- 14.2 The Allottee hereby confirms to have read and understood the terms and conditions of the Principal sub-Lease Deed dated 18.12.2024 executed with GNIDA, and to observe the terms and conditions of the as applicable to the Allottee/Apartment. The Allottee also undertakes not commit any act or omission and/or use the Apartment in any manner, which may result in breach of any terms or condition of the Principal Lease Deed.
- 14.3 The Apartment shall be used for commercial purpose. The Allottee undertakes not to (i) use the said Apartment or permit the same to be used for any purpose which is e restricted / prohibited., or (ii) use the for any illegal or immoral purposes, and / or (iii) do or cause to be done any act/omission which may cause nuisance, damage, annoyance or inconvenience to the occupiers of adjoining Apartments/areas such as raw meat, liquor/wine/Bear (except service in restaurant), dump or stock of cement, Iron, steel, any type of building material, floor mill, diesel, petrol, gases, kerosene, chemicals and pesticides etc. Any change in the specified usage of the Apartment, which is not in consonance with the usage as specified in this Agreement, rules prescribed by the Maintenance Agency or is detrimental to the public interest shall be the breach of terms and conditions of this Agreement.
- 14.4 The Allottee shall not use the Apartment in a manner that may cause noise pollution, nuisance or annoyance to other apartment owners; or to do or permit anything to be done in or around the Apartment which tends to cause

damage to any flooring or ceiling or services of any apartment over, below, adjacent to the Apartment or interference to any adjacent building(s) or in any manner interfere with the use of spaces, passages, corridors, roads or amenities available for common use.

14.5 The Promoter/Maintenance Agency shall not be liable for theft, pilferage or misplacement of any material, fixtures, fittings or equipment kept/installed by the Allottee at the said Apartment and/or any accident or injury caused or occasioned to the Allottee, its visitors or any employee or the workers engaged by the Allottee.

14.6 The Allottee shall be solely responsible in respect of any penal action, damages or loss in this regard and the Allottee shall indemnify and keep the Promoter /Maintenance Agency harmless in respect breach of its obligations contained under this Agreement including this Para 14.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

15.1 Subject to Para 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 staircase, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee have understood that the entire surfaces/ signage of specified size and areas/ designated open spaces/ roofs and terraces of the Project shall be used for displays/ signages/ kiosks/ pop-ups/ temporary stalls/ open seating/ equipment/ commercial uses etc. upon payment of charges to the Promoter. The Parties have mutually agreed that neither surfaces/ signage areas/ designated open spaces/ roofs and terraces have been sold to the Allottee nor any free-of-cost right to install displays/ signages/ kiosks/ pop-ups/ temporary stalls/ open seating/ equipment/ commercial uses is attached with the Unit. The Allottee (including its tenants/ lessees/ licensees etc.) shall be required to make payment of charges to the Promoter for displays/ signages/ kiosks/ pop-ups/ temporary stalls/ open seating/ equipment/ commercial uses. Such charges shall be decided by the Promoter and revised/ amended from time to time. Installation of displays/ signages/ kiosks/ pop-ups/ temporary stalls/ open seating/ equipment/ commercial uses upon payment of charges shall only be possible with prior permission of the Promoter and the Displays and Promotion Policy of the Promoter as revised/ amended from time to time shall be binding on all such parties. Entire surfaces/ signage areas/ designated open spaces/ roofs and terraces shall be Independent Areas and not form part of Common Areas & Facilities. The Promoter (or any third party identified by the Promoter) shall have the sole, exclusive and irrevocable right to collect any charges/ revenue from entire surfaces/ signage areas/ designated open spaces/ roofs and terraces of

the Project despite handing over of any Common Areas & Facilities to the Association of Allottees. The Allottee shall be permitted to install only one signboard on the designated space allocated by the Promoter free-of-cost as per the permitted size, design, colour scheme and materials approved by the Promoter. The Promoter shall have the right to remove any displays/signages/ kiosks/ pop-ups/ temporary stalls/open seating/equipment/commercial uses which do not conform with the display and Promotion Policy of the Promoter. The Allottee undertakes that they shall abide by and shall not challenge or dispute any decision taken by the Promoter relating to the above terms as a fundamental condition of this Agreement/ allotment/ sublease contract for the Unit. The Allottee hereby waives all rights relating to the above terms in favour of the Promoter.

The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including 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 and thereafter the Association / Association of Project and/or Maintenance Agency appointed by Association / Association of Project. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4 Upon handing over Apartment, the Allottee shall not make any structural alterations to the Apartment and/or effect any change to the plan or elevation. The Allottee shall not demolish the said Apartment or any part thereof nor will at any time make or cause to be made any construction/additions/alterations of whatever nature to the said Apartment or any part thereof.

15.5 The Allottee shall not:

Sub-divide the said Apartment, sink any bore-well or dig any well in the Project and shall keep the surrounding areas of the Apartment neat and clean;

construct, place or maintain any matter or thing upon, over or under the Common Areas nor throw/stack trash, garbage, excess materials of any kind on or about the Common Areas;

Fix/install the air-conditioners/coolers at any place (other than the space(s) provided and confirmed by the promoter) including but not limited to open spaces, passage, Common Areas, or in the staircase and shall ensure that no water drips from any cooler/air conditioner;

Block the common areas/parts of the Building in any manner whatsoever;

Create any encroachment on the Common Areas, limited common area or any part thereof; or

Keep battery, invertors/petrol, kerosene, generators, flowers, vessels, air conditioners, coolers etc. in the stairs or entrance or road or parking places.

- 15.6 The Allottee agrees and confirms that any non-observance of the provisions of this Para shall entitle the Promoter and/or the Maintenance Agency, to enter the Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.7 The Allottee hereby agrees that allotment of Apartment is subject to the terms and conditions of the sanctioned plans, License etc., and he shall comply with sanctioned building plans, License, bye laws, byelaws, guidelines, rules and regulations of the government authorities as may be applicable to the said Apartment and carry out, from time to time, after offer of possession of the Apartment, all the requirements, requisitions and demands that have been notified from time to time by the municipal authority/government authority or any other competent authority in respect of the Apartment. The Allottee further undertakes to be responsible and liable for any personal/individual action which would be in violation/deviation of the sanctioned plan, layout, building byelaws, guidelines etc. of the government authority as may be applicable to the said Apartment. The Allottee(s) shall keep the Promoter indemnified, secured and harmless against all such costs and consequences and all damages suffered arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- 15.8 The structure of the Building may be insured against fire, earthquake etc. by the Promoter or the maintenance agency and the cost thereof shall be payable by Allottee(s) as the part of the Maintenance Charges. The contents inside the said Apartment shall be insured by the Allottee at his/her/its own cost and expense. The Allottee(s) shall not do or permit to be done any act or thing which may (a) render void or voidable the insurance taken by the Promoter or (b) cause increase in premium payable in respect thereof
- 15.9 The cost of insurance for the structure of the Building till offer for handover of possession is given to the Allottee is included in the Total Price of the Apartment. Thereafter the cost of the Insurance for the structure of the Building would be payable by the Allottee on proportionate basis in addition to the Maintenance Charges. The Allottee shall be liable and responsible to take appropriate all risk insurance policy for all fixtures, fitting, assets, equipment's etc., inside the said Apartment.
- 15.10 The Allottee agrees that after handover of Apartment to the Allottee, the Allottee shall ensure that it is not in breach of any terms / conditions stipulated in the permissions and approvals granted in respect of the Project and Project including without limitation License, sanctioned plans, FIRE NOC / permission, green building permission, environment and pollution permission etc.

**16. COMPLIANCE OF LAW, NOTIFICATION ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of the 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.

**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/Building 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/Building. Notwithstanding the above the Promoter shall have the right to raise loan/finance from any banks/financial institutions or any other lending parties and for this purpose create mortgage of the said Land and/or receivables from the Project in favour of one or more such lending parties. The Allottee shall have no right to object if any action/step is taken by the Promoter to raise finance. However, the Apartment shall be released of all such mortgages and encumbrances created by the Promoter before the execution and registration of sub lease deed in favour of the Allottee(s).

**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 provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, Greater Noida as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the

Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any Interest or compensation whatsoever.

**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/ Building, as the case may be.

**22. RIGHT TO AMEND:**

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

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

23.1 The Allottee may transfer/assign/endorse this Agreement or any interest in this Agreement and nominate any other person/ body corporate in its place in respect of the said Apartment, as may be permitted by the Promoter subject to:

Receipt of written request from the Allottee by the Promoter;

Clearing of all dues, payments, charges, deposits, etc., accrued interest on delayed payments, other costs and charges, taxes and duties accrued as on the date of the transfer;

Payment of the administrative charges / transfer charges by the Allottee as prescribed by the Promoter and competent authorities, which may be revised from time to time along with the applicable taxes, if any;

Signing/execution by the Allottee of such documents/applications as may be required by the Promoter;

The Allottee obtaining no objection certificate / letter from the Promoter, Maintenance Agency and other competent authorities, as the case may be;

The assignee / transferee agreeing to comply with all formalities in this regard and executing such other documents as may be required by the Promoter; and

In case the transferor has secured any finance/loan against the Apartment from any financial institution/bank, a 'No Objection Certificate' from the financial institution/bank.

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

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

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

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

**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

**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 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 ASSURANCE:**

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

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office which may be mutually agreed between the Promoter and the Allottee, in 7 days after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Greater Noida , District Gautam Buddh Nagar Hence this Agreement shall be deemed to have been executed at Gautam Buddh Nagar.

**29. NOTICE:**

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:

Allottee:-

Promoter:-

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

**30. JOINT ALLOTTEES:**

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

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment or Building, as the case may be, prior to the execution and registration of this Agreement for Sale/Lease for such Apartment or Building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale/Lease or under the Act or the Rules or the Regulations made there under.

**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. DISPUTE RESOLUTION:**

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

### **34. RAISING OF FINANCE BY ALLOTTEE(S)**

- 34.1 The Allottee may obtain finance from any financial institution / bank but the Allottee's obligation to pay Total Price and other charges etc., for the Apartment pursuant to this Agreement, shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound by the terms of this Agreement, whether or not he has been able to obtain financing for the purchase of the Apartment. It is clarified that the liability and responsibility towards such financial institutions, banks etc., shall be the solely on the account of the Allottee.
- 34.2 Any loan facility from banks / financial institutions availed by the Allottee in respect of the said Apartment shall be subject to the terms and conditions as imposed by the Promoter and / or bank / financial institution, and the Allottee shall be solely liable and responsible for repayment of loan facility and satisfaction of charge.
- 34.3 The Allottee understands and agrees that the Promoter shall always have the first lien / charge on the said Apartment for all unpaid dues and outstanding amounts payable by the Allottee, and the execution of sub-lease deed of the Apartment in favour of the Allottee shall be subject to the Allottee providing to the Promoter a no objection certificate from such financial institution/Bank/NBFC in the form satisfactory to the Promoter.
- 34.4 The Allottee agree that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien or any mortgage/charge/security before or hereafter made/created by the Promoter in respect of the Project said Land and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof. Such charge, mortgage or encumbrances shall not constitute a ground for objection by the Allottee or excuse the Allottee from making the payment of the Total Price / other amounts / charges payable in respect of the said Apartment or performing all other obligations by the Allottee hereunder or be the basis of any claim against or liability of the Promoter.
- 34.5 The Allottee agrees that in the event of cancellation of the allotment of the said Apartment, termination of this Agreement and/or termination of the agreement / tripartite agreement executed with the lending bank / financial institution/ Promoter, the Promoter shall be entitled to make payment to the lending bank / financial institution, and payment by the Promoter to the lending bank / financial institution shall be deemed to be the fulfillment of obligation of Promoter for refund of amount to the Allottee under this Agreement. The Allottee further agrees that it shall not create any hindrance, interference, claims, disputes etc., in respect of compliance by the Promoter with its obligations under the said tripartite agreement.

### **35. RIGHT OVER CERTAIN AREAS:**

After completion of the Project, the Promoter shall have right on the spaces like storage, terrace/roof, certain areas in basement etc. or any other spaces

which does not fall under the definition of related common areas of Service Apartment, part of building and said space shall always be owned and commercially dealt with by the Promoter.

**36. LEASING/UTILIZATION RIGHTS: -**

The Promoter shall have exclusive right to give on lease or use any part of the top roof/terraces/lifts/side wall of the buildings or any other area or places in the said project for installation and operation of antenna, satellite dishes, communication towers, hoarding, advertisement spaces etc. or to use/lease the same for advertisement purposes etc. and the Allottee agrees that he or she shall not object to the same and make any claims on this account. The revenue received from these rights will not share with the allottee in any manner.

**37. CLUB/ RECREATIONAL FACILITIES**

(i) The Promoter may arrange to provide club/recreational facilities (if any) for the benefit of the occupants of Serviced Apartments in the Project. the Allottee is required to pay one time Admission fees of the Club and \_\_\_\_\_ months advance club & recreational facility usage charges along with applicable taxes to the Promoter at the time of intimation for offer of possession by the Promoter These charges are in addition to the Maintenance Charges and are not refundable, but transferrable. After expiry of aforesaid period, the Allottee shall be obliged to pay applicable usage charges with regards to club/ recreation facilities every month, irrespective of the fact, whether Allottee uses such facilities or not.

The promoter to provide certain facilities such as GYM, Sauna, Steam Bath, restaurants for the use and benefit of occupants/owner of the Service Apartment/Studio Apartment only. The use of these facilities shall be made available on a paid basis, subject to the terms and conditions outlined by the Promoter or the third party appointed by the Promoter.

The Promoter shall determine the applicable charges, fees, or membership plans for the use of these facilities. Such charges may be revised from time to time at the sole discretion of the Promoter, with reasonable notice provided to the Users.

(ii) The Promoter may operate the Club / Recreational facilities by itself or through any third party.

**39. CERTAIN FACILITIES ATTCHED WITH DESIGNATED SHOPS/OFFICE SPACES**

The Allottee hereby irrevocably confirms, acknowledges, and agrees that certain facilities i.e. **Gas Connection, Water Connection, Kitchen/Wet Area, and Exhaust**, shall be made available only for certain designated **Shops/Office Spaces** within the project and not for other units, including the Allottee's Apartment.

The Allottee confirms that at the time of booking **Apartment No. \_\_\_\_\_, Type \_\_\_\_\_**, the Allottee has conducted due diligence and satisfied themselves with the specifications, amenities, and facilities associated with the said Apartment and the allottee voluntarily and unconditionally accepted the said Apartment in its current configuration and specifications and that no objections, claims, or demands shall be raised at any future date regarding the specifications, layout, or facilities of the allotted Apartment.

The Allottee further acknowledges and agrees that **washrooms, toilets, and restrooms** shall be accessible only in the **Common Areas** of the project and shall not be provided within the Allottee's Apartment/Shop/Restaurant/office.

The Allottee hereby unequivocally undertakes that they shall not raise any dispute, objection, or claim against the Promoter at any time in the future in relation to the aforementioned facilities, specifications, or availability of amenities as described herein.

#### **40. RIGHT AND CONDITIONS OF SUBLEASE**

- 40.1 The Allottee acknowledges, affirms and undertakes that the Allottee must at all times in the future take prior written approval of the Promoter before conducting any activity, commercial or otherwise, in the Unit. The Promoter shall have the sole and unfettered right to approve or reject the proposed activity in the said Unit as a fundamental condition of this Agreement/ allotment/ sublease for the Unit. The Allottee hereby waives all rights relating to the above terms in favour of the Promoter.
- 40.2 The Parties have understood that the Promoter shall have the sole and exclusive right to designate or re-designate specific uses or trade/ business/ activities or other sub-uses as 'Permissible' or 'Not Permissible' conditionally in different units/ zones/ areas of the Project, subject to amendment from time to time. Such designation or re-designation by the Promoter for said Unit shall be final and binding on the Allottee. The Promoter shall further have the sole and exclusive right to prevent any activity in the Unit which causes nuisance, disturbance, pollution or hazard of any manner. The Allottee undertakes that they shall abide by and shall not challenge or dispute any decision taken by the Promoter relating to the above terms as a fundamental condition of this Agreement/ allotment/ sublease contract for the Unit. The Allottee hereby waives all rights relating to the above terms in favour of the Promoter.
- 40.3 The Allottee acknowledges, affirms and undertakes that subject to and in accordance with the abovesaid right of the Promoter, in case the Allottee identifies any party to operate/ rent/ let-out/ license/ lease/ sublease/ franchise or involve any party in any manner whatsoever in the said Unit, the Allottee must compulsorily refer/ redirect such party/ such proposal to the Promoter and the Promoter shall have the sole and exclusive right to deal with, approve or reject such party or such proposal at its sole discretion. Such decision of the Promoter shall remain final and binding on the Allottee. The

Allottee duly undertakes that they shall not enter into any understanding or contract to operate/rent/lease/license/sub-license/franchise or involve any third-party in any manner whatsoever in the said Unit without the consent of the Promoter and that the Allottee shall be required to make the Promoter a confirming party to any understanding or contract executed in relation to the Unit as a fundamental condition of this Agreement/ allotment/ sublease for the Unit. In absence of the Promoter as confirming party, any such contract in relation to the Unit shall be incomplete, invalid, null and void ab-initio and non-est. The Allottee undertakes to comply with final decision/ policy of the Promoter with regard to usage of the Unit and the nature of activity and brands permitted in the Unit/Project. The Allottee undertakes that they shall abide by and shall not challenge or dispute any decision taken by the Promoter relating to the above terms as a fundamental condition of this Agreement/ allotment/ sublease contract for the Unit. The Allottee hereby waives all rights relating to the above terms in favour of the Promoter.

- 40.4 The Allottee acknowledges, affirms and undertakes that the Promoter (or any third party identified by the Promoter) will have the first, exclusive and irrevocable right but not the obligation to operate/rent/lease/license/sub-license/franchise or similarly involve any party in any similar manner whatsoever in the Unit, to represent the Allottee, to administer the lease or arrangement, to hypothecate, collect and distribute rents or similar amounts after all applicable deductions/ recoveries, and to hypothecate, collect, retain and spend any security deposits. If the Promoter within the period of 2 (Two) years, from the date of acquiring the right to operate/rent/lease/license/sub-license/franchise, is unable to let out the apartment then the promoter right will cease and the allottee will have the right however the promoter reserve the right to extend the period of rights keeping in view overall benefit of the benefit and the project. The Allottee undertakes to perform all actions as required by the Promoter (or any third party identified by the Promoter) to give effect to the same, including execution of agreement, power of attorney and any other agreements or documents required by the Promoter, payment of stamp duty and all related charges, brokerage, all costs/ fees, fit-out, capital expenditure (capex), interior works or similar costs as required by the prospective operator/ party/ brand, etc. and appearance before the Sub-Registrar concerned. In case the Allottee defaults/ fails to make payment of any of such dues/ amounts, the Promoter (or any third party identified by the Promoter) shall have the option but not the obligation to temporarily loan the same for such payment on its own and charge penal interest at the rate of 2% per month on such amounts. The Promoter (or any third party identified by the Promoter) shall be authorized to recover such amounts and penal interest thereon from any security deposit, rents or similar amount collected on behalf of the Allottee apart from recovering the said amount from the Allottee as financial debt and against such debt the Unit shall be under encumbrance of lien, charge, hypothecation and mortgage. The Allottee undertakes that they shall abide by and shall not challenge or dispute any decision taken by the Promoter relating to the above terms as a fundamental condition of this Agreement/ allotment/ sublease contract for the Unit. The Allottee hereby waives all rights relating to the above terms in favour of the Promoter.

- 40.5 The Allottee acknowledges, affirms and undertakes that the Unit may not have external walls and may be seamlessly combined with other units on one or more floors at the sole discretion of the Promoter to operate/rent/lease/license/sub-license/franchise or similarly involve any party in the Unit. The Allottee shall not construct external walls around the Unit except in case required by the Promoter which shall be demolished in case required by the Promoter. Further, the Allottee accords irrevocable permission for such combining with other units, providing access or services to other units on one or more floors through the said Unit. In addition, corridors/ passages/ walkways and other such areas which are counted in FAR in the sanctioned plans shall be Independent Areas and shall not form part of Common Areas & Facilities. All such areas may be combined along with units or utilised independently to operate/rent/lease/license/sub-license/franchise or similarly involve any party. Solely the Promoter (or any third party identified by the Promoter) shall be entitled to all financial gain including rent or deposits or any similar amounts from such areas. The Allottee undertakes that they shall abide by and shall not challenge or dispute any decision taken by the Promoter relating to the above terms as a fundamental condition of this Agreement/ allotment/ sublease contract for the Unit. The Allottee hereby waives all rights relating to the above terms in favour of the Promoter.
- 40.6 The Allottee acknowledges, affirms and undertakes that the Promoter (or any third party identified by the Promoter) will have the first, exclusive and irrevocable right but not the obligation to conduct property management, asset management, leasing/ licensing management and administration, landlord and tenant management/ representation, facility management, provision and management of maintenance, housekeeping and security services and all utilities including but not limited to electricity, water, sewage, air-conditioning, gas, power backup, internet, waste management, charging stations etc., all forms of administration and management, or other such activities in regard to the Unit / Project including its Common Areas & Facilities, Limited Common Areas and Independent Areas. The Allottee undertakes to perform and cause the Association of allottees(if formed) to perform all actions as required by the Promoter (in its own capacity and in capacity of member of Association of Allottees) to give effect to the same, including execution of agreement, power of attorney and any other agreements or documents required by the Promoter, payment of fees for the abovesaid to the Promoter (or any third party identified by the Promoter), stamp duty and all related charges, any deposits, charges and dues by whatsoever name called, any costs, taxes and statutory dues by whatsoever name called as required by the Promoter and appearance before the Sub-Registrar or authority concerned. The Allottee undertakes that they shall abide by and shall not challenge or dispute any decision taken by the Promoter relating to the above terms as a fundamental condition of this Agreement/ allotment/ sublease contract for the Unit. The Allottee hereby waives all rights relating to the above terms in favour of the Promoter.
- 40.7 The rent received from the said apartment shall be distributed to the allottee(s) after deducting applicable taxes, maintenance charges, admin charges or any other charges as may be applicable from time to time. The net

rent shall be distributed among the allottees in proportion to their respective shares in the said apartment.

All allottees agree to abide by the terms and conditions of the lease agreement as finalized by the Promoter and accepted by the majority holder(s). Any disputes arising out of or in connection with the lease agreement shall be resolved amicably, failing which the matter shall be referred to arbitration in accordance with the applicable laws.

#### **41. ELECTRICITY CONNECTION:**

That single point electricity connection will be taken for the project from the Competent Authority and the electricity will be distributed through separate meters to the units through pre-paid systems. The Electricity Connection shall be provided for the capacity, as opted in application form and also in accordance with all other Terms & Conditions as per the electricity supply agreement. Note: - The Installation/transformers/E.S.S equipments/DG equipments shall be designed as per the capacity mentioned in application form of this unit.

The cost, expenses, deposit and charges for obtaining electrical connection for the Apartment/Shops, shall be charged @ Rs. 12,000/- per KVA or Rs. 50,000/-, whichever is Higher, at the time of offer of possession of the apartment to the allottee. The DG power backup shall be charged @ Rs. 35,000/- per KVA.

Further, in the event separate electricity connection is required to be obtained from the electricity department for the said Apartment, then the Allottee will be liable and responsible to pay requisite fees, charges, deposits, Cost of Meter, Security Deposit etc., directly to the electricity department, or in case such fees, charges, deposits etc., are paid by the Promoter, then to repay to the Promoter the same as per demand raised by the Promoter. It is clarified that the allottee will also pay to promoter a sum of @ Rs 35,000/- for infrastructure, facility, equipment, material, service etc., at the time of offer of possession of the Apartment to the allottee.

In case at any stage before possession, it is made mandatory by statutory Authorities to go for multipoint connection, in that scenario, the all expenses related to this shall be borne by Allottee(s), that means meter charges, security deposit with NPCL & all other related expenses shall wholly on part of allottee(s).

It is also made clear that the Electrical installation / transformers / Gen. Sets / E.S.S. equipment's and cabling shall be designed with 50 % diversity factor therefore for 10000 KVA load only 5000 KVA capacity shall be provided. However, the liability of the Promoter to provide the load as per the maximum Average Demand of the Project per month therefore for 10000 KVA load only 5000 KVA capacity shall be installed.

IN WITNESS WHEREOF parties herein above named above set their respective hands and signed this Agreement for Sale 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: (including joint buyers)

(1)

(2)

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

**PARTH BUILTECH PRIVATE LIMITED**

(Authorized Signatory)

WITNESSES:

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

SCHEDULE 'A' - SANCTIONED / APPROVED MAP OF THE PROJECT APARTMENT / PLOT/UNIT.

SCHEDULE 'B' - AREA & FLOOR PLAN OF THE APARTMENT.

SCHEDULE 'C' - PAYMENT PLAN FOR APARTMENT.

SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT).

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