

**NOTE: DRAFT TERMS FOR THE PURPOSE OF REGISTRATION WITH U.P. RERA  
AFTER OC/CC NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY PROVIDES  
FINAL DRAFT OF SUBLEASE DEED**

This agreement for sublease (“Agreement”) executed at Noida on this \_\_\_\_\_ (Date) day of \_\_\_\_\_ (Month), 20\_\_\_\_\_ (Year), by and between

**Westriver Private Limited** (CIN no. U45202DL2022PTC408511), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Dasnac Annexe I, 28A Kasturba Gandhi Marg, New Delhi 110 001, (PAN \_\_\_\_\_) represented by its authorized signatory, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_), hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

**AND**

*[If the Allottee is a company]*

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

[OR]

*[If the Allottee is a Partnership Firm or \_\_\_\_\_]*

\_\_\_\_\_, a partnership firm/ LLP registered under the Indian Partnership Act, 1932 or LLP Act, 2008 or \_\_\_\_\_ as applicable, having its principal place of business / activity at; \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized partner or \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) authorized vide partners’ resolution or \_\_\_\_\_ dated \_\_\_\_\_, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include partners or \_\_\_\_\_, as applicable, for the time being of the said entity, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner or \_\_\_\_\_ and his/her/their assigns).

[OR]

*[If the Allottee is an Individual]*

Mr. / Ms. \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_ (PAN \_\_\_\_\_),

**AND**

Mr. / Ms. \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_ (PAN \_\_\_\_\_),

**AND**

Mr. / Ms. \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_ (PAN \_\_\_\_\_),

AND

Mr. / Ms. \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_ (PAN \_\_\_\_\_),

hereinafter collectively referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

*[If the Allottee is a HUF]*

Mr. \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ years for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business/residence at, \_\_\_\_\_ (PAN \_\_\_\_\_),

hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

#### DEFINITIONS:

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

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

#### WHEREAS:

- A. The Promoter has acquired through a lease deed dated 20.03.2023 registered in the office of Sub-Registrar at Noida in Book no. 1, Volume no. 13393 at pages 283 to 322 as Document no. 1618 on 21.03.2023, the leasehold right, title and interest (in land measuring approximately 5002.725 sq.m.) situated at **Plot No. COMM-01, Sector 93B, Noida, U.P.** for development of Project(s)/ Phase(s) as per abovesaid lease deed and rules/ regulations/ laws/ bye-laws as applicable from time to time (hereinafter referred to as “**Plot**”), where the proportionate land

for the Phase consisting the Unit (as per sanctioned plans subject to amendments and revisions) (hereinafter referred to as “**Said Land**”) is situated. The Said Land is contained within the Plot, to be constructed as one or more Block(s) and across one or more Phases (hereinafter referred as the “**Project**”).

- B. That this Agreement is confined and limited to in its scope only to the sublease of a Unit in the specific Phase of the Unit, and not to other Phases or units. The Allottee has clearly understood that the Plot/ Said Land is on leasehold basis from NOIDA and no conveyance deed of the Common Areas & Facilities can be executed in favour of the Association of Allottees. Limited Common Areas and Independent Areas shall exclusively be the property of the Promoter.
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land have been completed. The Project is being developed in Phases and each Phase has its own independent legal identity as defined under the Act (each hereinafter referred to as a “**Phase**”). The Parties have understood that any Block of the Project may accommodate/ house multiple Phases and vice versa.
- D. New Okhla Industrial Development Authority (“**NOIDA**”) has granted commencement certificate/ sanction letter to develop the Phase *vide* sanction/ correction letter and plans dated 02.04.2024 bearing application no. 2023/05/27/9021, as amended / revised from time to time.
- E. The Promoter has obtained the layout plan, sanctioned plans and approvals for the Current Phase from NOIDA. The Promoter agrees and undertakes that it shall not make any changes to these layout and sanction plans with respect to the Current Phase, except in strict compliance with Section 14 of the Act and other laws as applicable. The Parties have understood that there shall be no restriction or requirement of consent whatsoever for changes, amendments or revisions relating to other Phases or new / proposed Phases of the Project irrespective of Block.
- F. The Promoter has registered the Phase under the provisions of RERA with the Uttar Pradesh Real Estate Regulatory Authority with registration number \_\_\_\_\_;
- G. The Allottee had applied for a ( ) shop OR ( ) studio/office OR ( ) \_\_\_\_\_ (**choose any one**) in the Current Phase *vide* application dated \_\_\_\_\_ and has been allotted unit no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square meter on \_\_\_\_\_ floor in block no. \_\_\_\_\_, as permissible under the applicable law and of undivided proportionate share in the Common Areas & Facilities defined under clause (d) of Rule 2(1) of the UP Real Estate (Regulation and Development) Rules, 2016, only as per the deed of declaration under the UP Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011 as amended from time to time and submitted before the concerned authority (does not include Limited Common Areas and Independent Areas specified therein), subject to the terms of this Agreement (“**Common Areas & Facilities**”), (hereinafter referred to as the “**Unit**” more particularly described in Schedule A and the floor plan of the Unit is annexed hereto and marked as Schedule B). The Allottee shall have no right and/ or interest in any Phase of the Project other than the phase wherein the Unit is located (“**Current Phase**”) and the Promoter shall be free to propose, design, redesign, amend, revise and deal with all other Phases and new Phases of the Project in the Block/Said Land/Plot in the manner that the Promoter deems fit.
- H. The Parties have gone through all the terms and conditions set out in this Agreement and they have also understood the mutual rights and obligations detailed herein.
- I. It is clearly understood and unequivocally agreed by the Parties that:
- (i) The Promoter has clarified to the Allottee(s) that the Project, and the various blocks therein,

may be constructed in multiple phases of construction. For the purposes of this Agreement, “**Block**” or “**Building**” shall mean the tower(s) or part thereof with certain floor(s) or part thereof, as further detailed in Schedule A to this Agreement, wherein the Unit is situated and “**Current Phase**” shall mean the Phase wherein the Unit is situated.

- (ii) Undivided proportionate share of the Allottee in Common Areas & Facilities and undivided proportionate share in the Said Land shall be calculated keeping in mind the proportion of carpet area of the Unit vis-a-vis total carpet area of all subsequent Phases of the Project and/or in accordance with the deed of declaration under the UP Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011, as amended from time to time and submitted before the concerned authority by the Promoter, and therefore can be treated as final, only after the completion of all Phases of the Project. The Promoter has declared and informed and the Allottee hereby acknowledges, undertakes and affirms that the Promoter may construct other Phases and new Phases on the Block/ Said Land/ Plot exploiting/ utilising the entire FAR/ development rights/ transferable development rights etc. available for the Block/ Said Land/ Plot as proposed, enhanced, amended or revised by the concerned authorities from time to time.
- (iii) The Parties shall adhere to the deed of declaration of the Promoter under UP Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011 (as amended from time to time and submitted before the concerned authority) and the Allottee solemnly affirms and undertakes that the deed of declaration as filed by the Promoter shall be final and binding on the Allottee. The Allottee shall adhere to said declaration as final and binding in all respects. The Allottee acknowledges and undertakes to adhere to Schedule E annexed to this Agreement.
- (iv) The Parties hereby acknowledge and agree that the Project/ Phase 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.
- (v) 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.
- (vi) 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/ Phases, 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.
- (vii) The Parties have understood that the entire parking areas of the Current Phase or Project shall be used for parking of two/ four-wheeler vehicles and transport/ goods vehicles etc. upon payment of charges to the Promoter. 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. 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.

- (viii) The Parties have further understood that the entire surfaces/ signage areas/ designated open spaces/ roofs and terraces of the Current Phase or 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 Displays 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.
- (ix) 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. 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 (the drafts of which the Allottee has already vetted with adequate legal advice) 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

thereupon from any security deposits, rents or similar amounts 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.

- (x) 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/ Phase/ 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.
- (xi) 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.
- (xii) 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/ Phase/ Project including its Common Areas & Facilities, Limited Common Areas and Independent Areas. The Allottee undertakes to

perform and cause the Association of Allottees 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 (the drafts of which the Allottee has already vetted with adequate legal advice) 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.

- (xiii) The Allottee further acknowledges, affirms and undertakes that this Agreement for sublease may be converted into/ replaced by/ superseded and suppressed by an agreement to acquire units/ partnership share/ shareholding/ instruments of any entity or REIT that has ultimate common ownership of the Project or Phase or Unit or part thereof. Upon being notified of such conversion by the Promoter, the Allottee shall be bound to perform and cause the Association of Allottees 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 (the drafts of which the Allottee has already vetted with adequate legal advice) and any other agreements or documents required by the Promoter, payment of 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 including any decision taken by the Promoter with regard to such conversion including the ratio, manner, etc. of conversion into units/ partnership share/ shareholding/ instruments of any such entity or REIT, 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.
- (xiv) The proposed layout plan, sanctioned plans and particulars of the Project as a whole are tentative and subject to change and revisions/ re-approvals/ completion/ compounding. Parts of the Project not comprising part of the Current Phase, and other/ new Phases, are in no way directly or indirectly or in any manner whatsoever, connected to this Agreement. This Agreement is confined and limited in its scope only to the Current Phase wherein the Unit of the Allottee(s) will be situated and Common Areas & Facilities appended to the Current Phase (except as otherwise specified in this Agreement). The Allottee shall have no right and/ or interest in any Phase of the Project other than the Current Phase and the Promoter shall be free to propose, design, redesign, amend, revise and deal with other Phases and new Phases of the Project in the Block/ Said Land/ Plot in the manner that the Promoter deems fit.
- (xv) The Parties have obtained their own independent legal opinion without having been influenced by any oral commitments, representations or assurances from Promoter or any agent or any third parties. The Allottee acknowledges that the Promoter has readily provided all relevant information/clarifications as required by it and has decided to enter into this Agreement on the basis of its independent satisfaction. Each Party acknowledges and confirms that they have taken the required time to complete their due diligence including but not limited to the title of the Plot and both have clearly understood that the conditions stated herein are definitive conditions of carrying out allotment/ sublease of units. In particular, the Allottee confirms that he/she has verified and satisfied itself as to the accuracy of the promotion/outside material, and has read and understood the disclaimers provided therein and implications, and further that he/she has sought and obtained from the Promoter, all requisite clarifications and information in relation to the units and the Phases (including in relation to such promotion/ outside material).

The Allottee shall indemnify and hold harmless the Promoter in this regard. None of the Parties is under any pressure or coercion whatsoever while entering into this Agreement and have voluntarily entered into this Agreement, after exhaustively considering all conditions mentioned herein and their repercussions. Before signing this Agreement, both Parties are free to not proceed with the allotment and to cancel the booking application with full refund, if not agreeable to any terms of this Agreement. Now, upon wilfully deciding to enter into and giving their consent to this Agreement, the Parties undertake to abide by all its terms and conditions.

- (xvi) This Agreement lays out the full extent of responsibilities of the Promoter as mutually decided. While entering into this Agreement, the Allottee has not relied upon any promotion/ outside material (or any statements therein) such as any printed materials, any print or other media communications (whether online or offline or otherwise), any oral or written representations/ statements by brokers, or any other representation or statements etc., other than those duly signed and authorised promotional material obtained by the Allottee at the office of the Promoter. Provided that only duly signed and authorised promotional material may only be relied upon subject to its terms (including any validity periods set out therein). The Allottee acknowledges that its rights under the Act (and otherwise) shall only be in respect of any incorrect or false statements made under such duly signed and authorised promotional material obtained by the Allottee at the office of the Promoter. The Allottee confirms that he/she has perused thoroughly the duly signed and authorised promotional material available at the office of the Promoter before entering into this Agreement. The Allottee shall indemnify and hold harmless the Promoter in this regard.
- (xvii) That final and mutual contractual understanding between the Parties is represented in Schedule F, which is treated as part and parcel of this Agreement and shall prevail in case of any conflict or contradiction with any part of this Agreement or any other previously executed documents.
- (xviii) The Allottee acknowledges that sample units, pictorial representation in brochure/advertisement/etc. are representative in nature only and the actual Unit may differ from the sample unit / pictorial representation. The fitting and fixtures in the Unit shall be as per specifications agreed hereto and annexed with this Agreement. In regard of specifications, it is agreed and clarified that (a) if any item(s) of a particular brand as mentioned in the schedule are not available, the company at its discretion will provide those of available/ compatible brand and (b) the Promoter may carry out any minor additions or alterations as per this Agreement, and the Allottee(s) shall have no objection of any kind in this regard.
- (xix) The Parties hereby acknowledge and accept that this Agreement is subject to terms and conditions of allotment by NOIDA and both the Promoter and the Allottee do hereby agree and undertake to abide by the terms and condition of land allotment letter/lease/sublease deeds etc. and other orders/ notifications issued with respect to and applicable on the said Plot at all times.
- (xx) The Allottee shall solely be responsible for payment of lease rent annually or under the option of payment of 'One-time Lease Rent' or other such similar option as opted by the Promoter along with interest, penalty etc. to NOIDA for the entire period of lease of the Plot. Provided that in case the Promoter has paid any lease rent, the same shall be recovered directly on proportionate basis from the Allottee. Provided that the method/ formula of calculation/ distribution/ allocation of lease rent or any other dues/ demands across the units of the Phase/ Project, shall be as per the policy of the Promoter. The Allottee shall be bound by the policy of the Promoter and hereby waives all rights in this regard in favour of the Promoter.
- (xxi) The Parties acknowledge, affirm and undertake that any additions or alterations by the Promoter in the Current Phase or Unit which do not significantly alter the structural stability and internal specifications of the said Unit shall constitute minor additions or alterations which shall be permitted without the requirement of any consent of the Allottee(s) or Association of Allottees.

- (xxii) The Allottee is a speculative investor desirous of exploiting commercial gains from the Unit by surrendering to the Promoter, the rights to operate/rent/lease/license/sub-license/franchise or similarly involve any party in the Unit, along with all of the rights as per this Recital I, duly aware of the associated risks and rewards, and hereby expressly waives all rights and remedies available to consumers and/or any class of creditors as a fundamental condition of this Agreement/ allotment/ sublease contract for the Unit. The Allottee also indemnifies and holds the Promoter harmless from any liabilities or consequences arising out of the same.
- (xxiii) The Parties acknowledge, affirm and undertake that the Allottee shall be solely liable for making payments from its own sources to the Promoter and the Promoter shall not be responsible for providing any assistance to the Allottee in any manner whatsoever in regards to arranging or raising finance / funds by the Allottee. Failure to make payments by the Allottee due to its inability to independently arrange or raise finance / funds shall not excuse the Allottee from its obligations under this Agreement. Payments shall become due on the dates agreed irrespective of any circumstances including delay in arranging or raising finance / funds by the Allottee for any reasons whatsoever. The Allottee may not claim any exemption/ relaxation from its liabilities on account of force majeure or any other reasons whatsoever. The Allottee understands that the Payment Plan is fully effective from the date of application form or first payment, whichever is earlier, and cannot be extended on any grounds whatsoever. Non-payment by Allottee shall result in termination/cancellation with interest, penalty and forfeiture.
- (xxiv) The Allottee acknowledges that Common Areas & Facilities shall be available for use subject to timely payment of maintenance charges and all other dues. Default in payment of same shall automatically cause the Allottee to be debarred/ banned from such Common Areas & Facilities.
- (xxv) The Allottee acknowledges that it has reviewed the details as declared on the website of the Authority relating to the Unit/ Current Phase/ Project and duly accepts the floor plan of the Unit, method of calculation of areas, payment plan and specifications, amenities and facilities, all relevant information etc. and the Allottee has duly satisfied itself with the same.

The Parties acknowledge that they have decided/ arrived at a discounted Total Price as reflected in Clause 1.2 of this Agreement by duly taking into account the binding conditions stated in the aforesaid Recital I. To give effect to Recital I in case of any breach by the Allottee, the Promoter shall be entitled to cancel the allotment/ have the sublease cancelled as per law/ take over physical possession of the said Unit or perform any other actions to enforce their rights and take all remedies available to them under law. The Allottee shall indemnify and hold the Promoter harmless from any liabilities whatsoever arising out of or relating to the terms of aforesaid Recital I.

- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., relevant and applicable to the Current Phase and 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 *inter alia* 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 sublease and the Allottee hereby agrees to take on sublease the Unit on the terms and conditions stated in this Agreement.

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises contained herein, 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 sublease to the Allottee and the Allottee hereby agrees to take on sublease, the Unit as specified in para G above.

1.1.2 Both the parties confirm that they have read and understood the provisions of the Act including Section 14 of the Act and the provisions of UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and other Laws applicable to the Unit.

1.2 The Total Price for the Unit based on the carpet area is INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only (“**Total Price**”). The break-up of the Total Price is as follows:

Cost of Unit & Proportionate Cost of Construction of Common Areas & Facilities	INR _____
Taxes	INR _____
Maintenance Charges for One Year	INR _____

Block/Building No. _____	Rate of Unit
Unit No. _____	INR _____ per
Floor _____	square meter.
Carpet Area _____ (sq. m.)	
Total Price (in rupees)	INR _____

**Explanation:**

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Unit.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and any other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Unit to the Allottee. The Phase shall be handed over to the legally constituted association of unit owners that is duly formed and recognized by the Promoter as per Law (“**Association of Allottees**”) or the competent authority, as the case may be, after obtaining the completion certificate for all Phases of the Project.

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

Provided further that, if there is any increase in the taxes, after the expiry of the scheduled date

of completion of the Project, as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- (iii) The Promoter shall intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. However, the Allottee shall be liable and responsible to make regular visits to the Project, and to stay informed about the status of construction, and to comply with the already agreed Payment Plan without the requirement for any further notices or demands by the Promoter. In addition, upon request, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of Unit includes recovery of price of land (which shall be attributed only to such notional share of Said Land proportionately allocated to the Allottee in terms of this Agreement after completion of all Phases of the Project) other than the payment of lease rent (or such other levies, or dues and demands by whatsoever name called, or fees, charges, interest, penalties etc. of NOIDA or any government/ public/ semi-public agency, body or authority), construction of not only the Unit but also the Common Areas & Facilities, internal development charges (not including internal finishing or furnishing of the Unit), external development charges (not including external walls of the Unit), prevailing taxes (not including any new, unforeseen or amended taxes), cost of providing electric wiring within the Block (but not within the Unit), electrical connectivity to the Unit (not including power backup installation), water line and plumbing within the Block (but not within or to the Unit), fire detection and firefighting equipment in the Common Areas & Facilities, maintenance charges as per Clause 11 and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Current Phase (in each case, except as otherwise specified in this Agreement).

Provided that, in case there is any change/ modification in any of the above, where any demand is levied or demanded by NOIDA or any government/ public/ semi-public agency, body or authority, the amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/ modification.

- (v) The Allottee agrees that normal variation/tolerance shall be acceptable to the Allottee for workmanship and quality of materials and defect liability shall be subject to terms contractually agreed on a mutual basis under Schedule F appended hereto.
- (vi) The Allottee is informed that carpet area shall be calculated from unfinished surfaces and balcony/ verandah/ exclusive terrace area (if any) shall be measured as per actual slab area.
- (vii) The Allottee shall make payment upon demand of maintenance charges in advance in accordance with Clause 11 and shall adhere to anything else contractually agreed on a mutual basis under Schedule F.
- (viii) The Allottee agrees that the Unit shall be in a raw / bare shell condition without any form of internal finishing or furnishing with specifications as given in Schedule D of this Agreement.
- (ix) The Allottee agrees that the allotment of the Unit to the Allottee by the Promoter shall be on the basis of carpet area and the Allottee has not relied on any reference to total area/super area or any such similar terms in any manner. The Allottee has clearly understood that the 'Type' of the Unit has no connection or bearing of any nature whatsoever on its area or any such parameters and is solely an arbitrary nomenclature assigned to various units of the Current Phase/ Project.

(x) The Total Price has been negotiated and agreed upon by the Parties on the basis of reaching mutual agreement on the terms of this Agreement (wherein certain amendments have been made to the draft of this agreement by the parties mutually based on their mutual understanding/ agreement) and its salient provisions including but not limited to the contractual understanding under Schedule F, Recital I and Clause 35 herein.

1.3. The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase on account of development fee, payable to the competent authority(ies) and/or any other increase in, or newly imposed, charges (or such other levies, or dues and demands by whatsoever name called, or fees, charges, interest, penalties etc. of NOIDA or any government/ public/ semi-public agency, body or authority), which may be levied or imposed by the competent authority(ies) from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development fee, cost/charges imposed by the competent authorities (or such other levies, or dues and demands by whatsoever name called, or fees, charges, interest, penalties etc. of NOIDA or any government/ public/ semi-public agency, body or authority), 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/ collected with subsequent payments (to be borne by the Allottee in its entirety).

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 also include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

Provided that, only in case there is any sudden or unforeseen or abnormal inflation/ escalation in costs, the same shall be passed on to the Allottee with an intimation/ notice regarding the same. The Promoter shall enclose a certificate from architect or engineer or chartered accountant confirming the same along with the demand letter being issued to the Allottee.

1.4. The Allottee shall make the payment as per the payment plan set out in Schedule C (“**Payment Plan**”). Notwithstanding any facts or circumstances, the Payment Plan shall be considered to be effective from the date of application form or first payment, whichever is earlier.

1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee in the form of discount in such early payments up to 1% (one percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter, unless otherwise agreed between the Parties.

1.6. It is agreed that the Promoter shall not make any additions and alterations, that do not constitute minor additions and alterations to the Unit under this Agreement, in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule D and Schedule E (which shall be in conformity with the advertisement, prospectus etc. as described in Recital I above, on the basis of which allotment is effected unless otherwise agreed between the Parties) in respect of the Unit without the previous written consent of the allottee(s), as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee upon payment of requisite charges (if mutually agreed), or such minor additions or alterations (as required by Promoter) as per this Agreement and the provisions of the Act.

1.7. The Promoter shall confirm to the final carpet area that has been allotted to the Allottee, after the construction of the Phase is complete and the completion certificate/occupancy certificate

is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be re-calculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Unit (or higher if mutually agreed), allotted to Allottee, the Promoter may demand that from the Allottee, as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in Clause 1.2 of this Agreement.

1.8. Subject to Clause 9.3 and Clause 35 the Promoter agrees and acknowledges, the Allottee shall have the right to the Unit as mentioned below:

(i) The Allottee shall also have undivided proportionate share/interest in the Common Areas & Facilities. Since the share/interest of Allottee in the Common Areas & Facilities is undivided and cannot be divided or separated, the Allottee shall use the Common Areas & Facilities along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter, subject to Clause 7.4 and Clause 35, shall hand over the Common Areas & Facilities to the Association of Allottees, after duly obtaining the completion certificate (upon completion of all Phases of the Project) from the competent authority, as provided in the Act;

Provided that neither the Allottee nor the Association of Allottees, wherein Allottee shall be a member, shall impede, restrict or prohibit the entry or movement of the staff, managerial staff, maintenance staff, directors, authorized agents including the brokers of the Promoter or any third party nominated by the Promoter to the Common Areas & Facilities, Limited Common Areas, as well as unsold areas/ units/ Independent Areas, any Phases and any other areas including unsold or open land etc. all of which shall be exclusive property of the Promoter without the scope of any interference by the Allottee or the Association of Allottees.

Provided further that the Allottee undertakes to adhere and to cause the Association of Allottees (of which the Allottee shall be member) to adhere to the terms of this Agreement and its salient provisions including but not limited to the contractual understanding under Schedule F and Clause 35 herein.

(ii) That the computation of the price of the Unit includes recovery of price of land (which shall be attributed only to such notional share of Said Land proportionately allocated to the Allottee in terms of this Agreement after completion of all Phases of the Project) other than the payment of lease rent (or such other levies, or dues and demands by whatsoever name called, or fees, charges, interest, penalties etc. of NOIDA or any government/ public/ semi-public agency, body or authority), construction of not only the Unit but also the Common Areas & Facilities, internal development charges (not including internal finishing or furnishing of the Unit), external development charges (not including external walls of the Unit), prevailing taxes (not including any new, unforeseen or amended taxes), cost of providing electric wiring within the Block (but not within the Unit), electrical connectivity to the Unit (not including power backup installation), water line and plumbing within the Block (but not within or to the Unit), fire detection and firefighting equipment in the Common Areas & Facilities, maintenance charges as per Clause 11 and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Current Phase (in each case, except as otherwise specified in this Agreement).

(iii) The Allottee has the right to visit the Current Phase to assess the extent of development of the Current Phase (during non-operating hours from a safe distance to prevent any accidents) and its Unit (after receipt of completion/ occupancy certificate) with the prior written permission

from the Promoter at its own risk. The Allottee hereby indemnifies and holds the Promoter harmless from any liability arising out of any such visit. The Allottee must adhere to safety rules/norms of the Promoter at all times.

- 1.3 It is made clear by the Promoter and the Allottee agrees that no garage or parking space may be treated as a single indivisible unit along with the Unit. It is agreed that the Project (executed in multiple Phases) is an independent, self-contained Project covering the Plot and is not a part of any other project or zone (except being part of NOIDA where the Project is situated and whose rules, regulations and limitations the Allottee agrees to abide by and follow) 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 Common Areas & Facilities other than anything declared as Independent Areas or Limited Common Areas in the deed of declaration under UP Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011 (as amended from time to time and submitted before the concerned authority), shall be available only for use and enjoyment of the allottees of the various Phase(s) only as specifically decided by the Promoter. It has been made abundantly clear that Limited Common Areas demarcated for use of a particular Phase/ Block by the Promoter shall not be permitted to be used by other Phases/ Blocks as applicable. Further, Independent Areas are exclusive property of the Promoter which the Promoter may sell or deal with, in any manner that the Promoter deems fit.
- 1.9. The Promoter agrees to pay outgoings before transferring the physical possession of the Unit to the Allottee, out of amounts, if any, that it has collected separately from the Allottee specifically for payment of such outgoings, which have become due before such date (including land cost, municipal or other local taxes, charges for water or electricity, lease rent, if any collected from the Allottee, 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 Unit, if any collected from the Allottee) except any dues or liabilities to be directly borne by the Allottee. If the Promoter fails to pay all or any of the amounts specifically collected by it from the Allottee against outgoings or against any liability, mortgage loan and interest thereon before transferring the Unit 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 concerned 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.

Provided that the Allottee acknowledges that the Promoter may have dues and debts outstanding and encumbrance(s) on the Unit/ Block/ Phase/ Project/ Said Land/ Plot, which may be repaid or released, either before or after handover of Possession of the Unit to the Allottee.

- 1.10. The Allottee has paid a sum of INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only) as Earnest Money being part payment towards the Total Price of the Unit at the time of application the receipt of which the Promoter hereby acknowledges (subject to clearance/ credit in bank account of Promoter) (this Agreement may be terminated forthwith by the Promoter in case of bouncing of any payment instrument/ default of payment) and the Allottee hereby agrees to pay the remaining price of the Unit, as prescribed in the Payment Plan - Schedule C / as may be demanded by the Promoter, within the time and in the manner specified therein, without the requirement for any further notices or demands by the Promoter.

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules or as agreed herein, whichever is higher. Payments made by the Allottee at any stage shall be first appropriated by the Promoter towards accrued interest liability of the Allottee. Forbearance shall not constitute waiver by the Promoter of any amounts payable by the Allottee.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones as per the Payment Plan, the Allottee shall make all payments, on written demand by the Promoter intimating the Payment Plan, within the stipulated time, as mentioned in the Payment Plan - Schedule C through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of the bank account of Promoter as mentioned on the UPRERA website, as amended from time to time, payable at New Delhi.

Provided that the Allottee shall be liable and responsible to make regular visits to the Project, and to stay informed about the status of construction, and to comply with the already agreed Payment Plan without the requirement for any further notices or demands by the Promoter.

That the Allottee shall be liable to deduct tax at source (“TDS”) on the payments of the Total Price at the prevailing TDS rate and also submit the TDS Certificate and proof of TDS deposit to the Promoter simultaneously with each payment. The amount deducted as TDS shall be credited to the allotment of the Allottee only on (i) submission of proof of deposit of TDS to the account of the Government, and (ii) submission of relevant TDS certificate to the Promoter within due date prescribed under the Income Tax Act, 1961 or in any case latest by May 31, following the end of the financial year. After the aforementioned date, no claim for depositing TDS by the Allottee would be entertained and the Allottee will be required to pay the TDS amount to the Promoter. Delayed deposit of TDS will attract same interest rate as payable on delayed payments to the Promoter apart from any penal liability of the Allottee to the Income Tax Department due to delayed deposit of TDS.

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

- 3.1 The Allottee, if resident outside India or being an NRI/OCI, shall be solely responsible for intimating the Promoter (at any time now or in future) and 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 its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be solely liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

Provided further that the Allottee, irrespective of whether resident or non-resident in India, shall solely be responsible for complying with The Prevention of Money Laundering Act, 2002, Prohibition of Benami Property Transactions Act, 1988, or the statutory enactments or amendments thereof and all central/ state/ local tax laws. The Promoter may forthwith terminate this Agreement in case of non-compliance by the Allottee of any laws/ rules/ regulations.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee 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 Unit applied for herein, in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

Provided that for the purposes of this Agreement, the Allottee shall be assumed to be a resident of India unless otherwise communicated in writing, with evidence to this effect, by the Allottee.

**4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

Provided that procurement of any documents/ receipts showing certain head(s) of dues by the Allottee shall not restrict the Promoter from amending and correcting such documents/ receipts reflecting different head(s) and appropriating the payment against such different head(s).

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Current Phase as disclosed at the time of registration of the Current Phase with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, and towards handing over the Unit to the Allottee and the Common Areas & Facilities to the Association of Allottees or the competent authority, as the case may be.

Provided that the Common Areas & Facilities shall only be handed over to the Association of Allottees or the competent authority, as the case may be, upon receiving completion certificate for all Phases of the Project.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by it and must also meet all other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter, as provided in Schedule C (“**Payment Plan**”). Timely payment of installments as per the Payment Plan and other dues as demanded by the Promoter is the essence of this Agreement.

Provided that the liability of Promoter for timely completion of the Current Phase shall be dependent on and conditional on the liability of the Allottee for making timely payments to the Promoter apart from being a non-defaulting Allottee, as per Clause 9.

**6. CONSTRUCTION OF THE PROJECT/ UNIT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan of the Unit, method of calculation of areas, payment plan and the specifications, amenities and facilities that have been approved by the competent authority, as represented by the Promoter in this Agreement and the Allottee has duly satisfied itself with the same. The Promoter shall develop the Current Phase in accordance with the said layout plans, floor plans and specifications, amenities and facilities unless otherwise agreed. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities for the Current Phase and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the UP Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011, as amended from time to time and shall not have an option to make any major variation/ alteration/ modification in such plans concerning the Current Phase (minor additions and alterations as agreed in this Agreement shall be permitted in the Unit/ Current Phase without the requirement of any consent), other than in

the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

Provided that the Promoter may undertake any major or minor alterations or constructions or revision of plans or specifications whatsoever in any other Phase of the Project and the Allottee shall have no right to raise any objection or concern in this regard.

## **7. POSSESSION OF THE UNIT:**

Subject to mutual contractual understanding under Schedule F and Clause 35 herein, it is agreed as follows:

- 7.1 **Schedule for possession of the said Unit** - The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee and the Common Areas & Facilities to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement as per Clause 5. The Promoter, subject to Clause 7.4, assures to hand over possession of the Unit having ready and complete common areas as required, with all agreed specifications, amenities and facilities of the Current Phase in place on 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, unless there is delay due to any circumstances whatsoever beyond the control of the Promoter or failure due to strike, unrest, shortage of labour or material, inflation, emergency, war, flood, drought, fire, cyclone, earthquake, pandemic, landslide, sinkhole, geological, atmospheric, environmental and economic or monetary changes or any other calamity caused by nature or event affecting the regular development of the real estate project which it has been mutually agreed shall include injunction/ any order by any court/ tribunal/ forum/ government/ authority/ body or any events contractually agreed on mutual basis in Schedule F ("**Force Majeure**"). If, however, the completion of the Project is delayed due 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 Unit.

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 in its sole discretion may refund to the Allottee the entire amount received from the Allottee, less such amount has already been spent on the Project prior to such Force Majeure conditions, within 120 (one hundred and twenty) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (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. It is mutually agreed that the portion of the entire amount received from the Allottee already spent shall never be recoverable/ refundable in case termination due to Force Majeure.

In case the Project is developed in phases, it will be the duty of the Promoter to maintain the Common Areas & Facilities till all phases are completed. The Promoter shall not charge more than the normal maintenance charges (as set out in Clause 1.2+10% increase per annum in lieu of price escalation) from the Allottee.

- 7.2 **Procedure for taking possession** - The Promoter, upon obtaining the completion certificate/ occupancy certificate from the competent authority, shall offer in writing the possession of the Unit, to the Allottee in terms of this Agreement, to be taken over by the Allottee within two months from the date of issue of completion certificate/ occupancy certificate.

Provided that, in the absence of applicable law, the sublease deed/ lease agreement in favour of

the Allottee shall be carried out by the Promoter in accordance with Applicable Law. The Promoter agrees and undertakes to indemnify the Allottee in case of failure to fulfill any of the provisions, formalities, and documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be from the date of issuance of the completion certificate/occupancy certificate for the Project. The Promoter shall hand over upon request a copy of the completion certificate/occupancy certificate of the Unit, as the case may be, to the Allottee at the time of sublease of the same.

- 7.3 **Failure of Allottee to take Possession of Unit** - Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Unit from the Promoter by executing necessary agreements, power of attorney, affidavits, indemnities, maintenance related documents, sublease deed/ lease agreement and any other agreements or documents by whatsoever name called as required by the Promoter and such other documentation as prescribed in this Agreement, and the Promoter shall handover possession of the Unit to the Allottee subject to payment of entire Total Price and any other applicable dues. In case the Allottee fails to take Possession, within the time provided in Clause 7.2 (two months from the date of issue of completion certificate/ occupancy certificate), such Allottee shall be liable to pay to the Promoter holding charges at the rate of INR 2 (Indian Rupees Two) per month per sq. ft. of carpet area for the period beyond 3 (three) months from completion certificate/occupancy certificate till actual date of possession in addition to maintenance charges from the date of completion/ occupancy certificate as specified in Clause 7.2.
- 7.4 **Possession by the Allottee** – Subject to Clause 1, Clause 7.1 and Clause 35, after obtaining the completion certificate / occupancy certificate and handing over physical possession of all the units to the Allottees, it shall be the responsibility of the Promoter to hand over certified true copies of the necessary documents and plans including for Common Areas & Facilities to the Association of Allottees or the competent authority, as the case may be as per Applicable Law.
- 7.5 **Cancellation by Allottee** - Prior to offer of possession, the Allottee shall have the right to cancel/withdraw its allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (10% of the Total Price) (“**Booking Amount**”) paid for the allotment, unrecoverable government taxes/ dues and the interest liabilities of 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 Unit 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 Unit and also display this information on the official website of the Authority on the date of re-allotment (provided such specific information fields are available to be updated on the website of the Authority).

Provided that it has been mutually agreed, in the interest of completion of the Project, that the Promoter shall not be required to accept cancellations and process refunds for units constituting more than three percent of the Current Phase at any time.

- 7.6 **Compensation** - The Promoter, subject to Recital I and Clause 8.2, shall compensate the Allottee in case of any loss caused to it due to defective title of the Said Land, on which the Current Phase is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Provided that such claim of compensation shall not be valid if the title of the Said Land has been affected after the registration of the Current Phase with the Authority or has been affected by factors/ reasons

outside the control of the Promoter.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of its 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 Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act, on the same terms as stated in Clause 7.5.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due. It has been mutually agreed that in case the Allottee wishes to enjoy the benefit of appreciation of price of the Unit by not withdrawing from the Project, the Allottee shall not be entitled to interest/ compensation from the Promoter.

## **8. REPRESENTATIONS AND WARRANTIES:**

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

- (i) the Promoter has absolute, clear and marketable leasehold interest (subject to current or future encumbrances) with respect to the Said Land; the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land as received from NOIDA;
- (ii) the Promoter has lawful rights and requisite approvals from NOIDA to carry out development of the Current Phase which have been verified by the Allottee;
- (iii) there are no other encumbrances upon the Said Land or Phase except as already declared to the Allottee including those declared to relevant Registrar of Companies or Sub-Registrar, existing and/ or proposed mortgage of Plot including Said Land, Block(s), Current Phase, other Phase(s), Project and Unit(s) for raising finance by the Promoter and the first charge in favour of the NOIDA in terms of the lease deed of the Plot. The Allottee agrees that the Promoter shall have the right to create mortgage / or any form of encumbrance over the Plot including Said Land, Block(s), Current Phase, other Phase(s), Project and Unit(s) for raising finance *inter alia* for the purpose of land, development and/or construction and other purposes;
- (iv) there are no orders or litigations pending before any Court of law prohibiting the Promoter from entering into this Agreement. Details of all threatened and ongoing litigations are available at the office of the Promoter;
- (v) all approvals, licenses and permits issued by the competent authorities with respect to the Current Phase, Said Land and Unit are valid and subsisting (subject to requirement to renew/ refresh as applicable) and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Current Phase, Said Land, Building and Unit and Common Areas & Facilities up to the date of offer of possession to the Allottee. Details of all approvals, licenses and permits are available at the office of the Promoter and the Allottee confirms that he/she has duly verified and satisfied itself with all such details prior to the execution of this Agreement;
- (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 except as already declared to the Allottee at the time of execution of this Agreement;

- (vii) the Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Block and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement, except as already declared to the Allottee at the time of execution of this Agreement;
- (viii) the Promoter confirms that the Promoter is not restricted in any manner whatsoever from sub-leasing the said Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) at the time of execution of documents as required under Clause 7.3 of this Agreement, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee and the Promoter shall hand over the Common Areas & Facilities (subject to the terms of this Agreement) to the legally constituted Association of Allottees as per clause 7.1;
- (x) the Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Phase;
- (xi) the Promoter, subject to Clause 1.2 and 1.3, and the exceptions stated therein, has duly paid and shall pay and discharge all existing 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 Current Phase to the competent authorities till the completion certificate/ occupancy certificate of the Current Phase has been issued and/ or the offer of possession of Unit. However, in case of excess paid amounts or any rebate by the Government, the Promoter shall be entitled to refund of such refundable amount;
- (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 which prevents the Promoter from entering into this Agreement (except as declared already by the Promoter and anything in relation to the foregoing for which details are available at the office of the Promoter) and the Allottee confirms that it duly verified all such details prior to the execution of this Agreement.

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

- (i) the Allottee confirms that it has reached mutual agreement on the terms of this Agreement with the Promoter (wherein certain amendments have been made to the draft of this agreement by the parties mutually based on their mutual understanding/ agreement) and its salient provisions including but not limited to the contractual understanding under Schedule F, Recital I and Clause 35 herein, having taken legal opinion, and the Allottee shall be bound by its terms;
- (ii) the Allottee declares and affirms that in case of joint holding/ joint allotment, failure to pay by anyone of the joint holders shall be deemed as failure to pay by Allottee as a whole. The joint holders shall be treated as one single Allottee for the purpose of this Agreement. The joint holders shall be liable for consequences jointly as well as severally. The Promoter may terminate this Agreement forthwith in case of any dispute or differences amongst the joint holders of the Allottee;
- (iii) the Allottee shall not store any goods of harmful, corrosive, hazardous or combustible nature or which are heavy so as to affect the structure of the Project or any part thereof or in any manner interfere with common use and put the Unit and any other part of the Project to risk;

- (iv) the Allottee shall be responsible and liable for life, safety and insurance of the Unit and proportionate Common Areas & Facilities against all kinds of forces and events along with property, goods, materials, equipment, articles etc. including the occupants and visitors and any third-party damage. The Allottee indemnifies and holds the Promoter harmless from any liability, financial loss or legal consequences from accidents of any form and Force Majeure. In case the Promoter obtains insurance of the Current Phase/ Project, the Allottee shall be required to forthwith contribute its share of premiums and costs as demanded by the Promoter;
- (v) the Allottee shall be bound to terms and conditions of allotment by NOIDA and the Allottee hereby agrees and undertakes to abide by the terms and condition of land allotment letter/lease/sublease deeds etc. and other orders/ notifications issued, amounts/ dues demanded by NOIDA or other authorities with respect to and applicable on the said Plot including Said Land, Block(s), Current Phase, other Phase(s), Project and Unit(s) at all times;
- (vi) the obligations and the liabilities of the Promoter under this Agreement shall stand relaxed/ reduced/ exempted/ waived by the Allottee when mutually agreed either in writing or orally in good faith between the Promoter and the Allottee;
- (vii) the Allottee undertakes to do all acts and deeds required for the formation of the Association of Allottees by the Promoter and undertakes to not delay or contest or defeat or duplicate such formation. The Allottee undertakes, in capacity of future member or future management of the Association of Allottees, to cause the Association of Allottees to adhere to the terms of this Agreement or any other understanding between the Parties. In case of failure to adhere by the Allottee and/ or Association of Allottees, the Promoter shall be free to pursue legal recourse against the Allottee and/ or Association of Allottees;
- (viii) the Allottee undertakes that upon formation of the Association of Allottees, the entire responsibility, accountability and liability of any accidents, incidents, Force Majeure events shall stand be transferred to/ and shall accrue to the Association of Allottees (irrespective of which entity is in charge of maintenance of the Current Phase/ Project), and the Promoter shall stand released/ relieved/ absolved from any and all liabilities and legal consequences. The Allottee shall cause the Association of Allottees to form a committee to take all adequate steps and measures to prevent any accidents, incidents and manage/ mitigate any Force Majeure risks;
- (ix) the Allottee has clearly understood and accepts that in case there is any error found in description or accounting of the amount shown payable by it in any demand letter or other communication, the Promoter shall have the right to rectify such mistake on its own or on being pointed out by Allottee at any time. However, the Allottee shall be bound to make the payments of the correct calculation of dues only. The Allottee may not use such accounting error as an excuse to not make actual due payments as per agreement;
- (x) the Allottee confirms that they have duly conducted thorough legal and title search and verified all such details with support of their legal advisors prior to the execution of this Agreement. The Allottee hereby waives all claims now and in the future on this account;
- (xi) the Allottee has duly carried out thorough due diligence with the assistance of all necessary subject experts whose fees have been duly paid by the Allottee and has found the Promoter, Plot, Project, Current Phase, Block, Said Land, Unit and this Agreement (as mutually amended) to be fully in compliance of the Act and all Applicable Law and on this basis has decided to enter into this Agreement at its own free will, with sound mind and without any coercion. The Allottee hereby waives all claims now and in the future on this account;
- (xii) prior to taking possession, the Allottee must undertake an exhaustive review/ inspection of the Unit and the Current Phase (including the Common Areas & Facilities developed as a part of/

for use by the Current Phase), and utilise services of qualified architects and engineers for the same, so as to fully understand the nature and quality of construction in all respects and forthwith inform the Promoter of defects identified, if any, in writing to the Promoter.

- (xiii) the Allottee acknowledges that the Project is being developed in multiple Phases and the construction of other Phases may be ongoing even after the handover of possession of the Unit to the Allottee. The Allottee understands that while the construction and development of other Phases is ongoing, the Allottee shall be solely responsible to ensure its own safety as well as that of children/ family members/ visitors *inter alia* by adhering to safety norms/rules including those circulated by the Promoter/ contractors.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. Subject to the contractual understanding under Schedule F and except falling under Force Majeure, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Subject to Clause 7.1, the Promoter fails to provide ready to move in possession of the Unit to the Allottee, within the time period specified in Clause 7.1 or fails to complete the Current Phase within the stipulated time disclosed at the time of registration of the Current Phase 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 the purpose of this para, 'ready to move in possession' shall mean, subject to Clause 7.1, that the Unit shall be in a bare shell / raw condition duly in accordance with the agreed specifications, and, which is complete in all respects as per the specifications, amenities and facilities, as agreed to between the parties in terms of this Agreement, and for which occupation certificate or completion certificate, as the case may be, has been issued by the competent authority. The Parties hereby mutually agree that certain works shall only be completed immediately prior to handing over of possession of the Unit.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or Regulations made thereunder, prior to offer of possession of the Unit.

9.2. In case of Default by Promoter under the conditions listed above a **non-defaulting Allottee** is entitled to the following (subject to the decision/ policy of the Authority in this regard):

- (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 as per Schedule C - Payment Plan, 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 allotment of the Unit, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules, within forty-five days of receiving the termination notice.

Provided that in case the Promoter is willing to complete the Current Phase in a time bound manner with a revised schedule of construction and intimates the same to the Allottee in writing, the Allottee shall provide such opportunity to the Promoter in the interest of all allottees/ units.

Provided further that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) in case, the Allottee fails to make Payments for 2 (two) consecutive demands (it is mutually agreed that any instance of communication or reminder including facsimile, electronic including e-mail, short message/ messaging apps, telephonic, written from the Promoter or its representatives to the Allottee shall constitute an instance of demand) made by the Promoter, as per the Payment Plan annexed hereto, despite having been issued such demand, 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 as per Clause 9.1 to take this benefit;
- (ii) in case the default by Allottee continues for a period beyond 3 (three) consecutive months after demand from the Promoter or beyond the period allowed in the such demand, whichever is earlier, the Promoter may cancel the allotment of the Unit to the Allottee and refund the money paid to it by the Allottee after deducting the Booking Amount (10% of the Total Price), unrecoverable government taxes/ dues and the interest liabilities of the Allottee following the same procedure/schedule for refund as provided in Clause 7.5, and this Agreement shall thereupon stand terminated. The Promoter must not be in default as per Clause 9.1 to take this benefit;

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. Notwithstanding the above, the Promoter shall be free to allot/ sell/ sublease the Unit to anyone immediately after issuance of intimation of termination to the Allottee and the Allottee shall be left with no right/ title/ interest of any form in the Unit immediately upon issuance of intimation of termination by the Promoter except the right to receive refund of amounts paid to the Promoter, if any, after required deductions, in terms of this Agreement.

- (iii) In case of any breach/ non-compliance of Clause 35 of this Agreement, remedies as under said Clause 35 shall be available to the Promoter.

#### **10. SUBLEASE OF THE SAID UNIT:**

The Promoter, on receipt of Total Price and any dues relating to the Unit as per Clause 1.2 and 1.3 or anything due under the Agreement from the Allottee, shall execute a sublease deed/ lease agreement for the Unit together with proportionate indivisible share in the Common Areas & Facilities within 3 (three) months from the date of issuance of the completion certificate/occupancy certificate or as per Applicable Law, whichever is later, after execution by the Allottee of documentation required by the Promoter, confirmation of defect-free status of the Unit by the Allottee and deposit of the stamp duty and registration charges by the Allottee.

Provided that the Allottee must promptly come forward on its own for execution of the same within the stipulated time period without any delay.

However, in case the Allottee fails to execute documentation required by the Promoter, confirm defect-free status of the Unit and deposit the stamp duty and registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the sublease deed/ lease agreement in its favour till completion of the above and payment of stamp duty and registration charges is made by the Allottee. The Allottee shall be solely liable for anything including any losses, interest, penalty or charges imposed as a result of such delay.

#### **11. MAINTENANCE OF THE SAID UNIT / PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Current Phase till the taking over of the maintenance of the Current Phase by the Association of Allottees upon the issuance of the completion certificate of all Phases of the Project. The cost of such maintenance for 1 (one) year from the date of completion certificate/ occupancy certificate for the Current Phase has been included in the Total Price of the Unit.

However, if the Association of Allottees is not formed within 1 year of issuance of completion certificate, the Promoter will be entitled to collect from the Allottees an amount equal to the amount of maintenance disclosed in Clause 1.2+10% increase per annum in lieu of price escalation for the purpose of the maintenance for next 1 year and so on (unless there is any extraordinary increase in cost of maintenance which shall be passed on to the Allottee at any given time). The Promoter will pay the balance amount available with it, if any, against the maintenance charge to Association of Allottees once formed. In case of a negative balance with the Promoter, the Association of Allottees must collect and pay to the Promoter an equal amount.

Provided that any maintenance charges in this Agreement shall be exclusive of utility bills/ dues including but not limited to electricity, water, sewage, air-conditioning, gas, power backup, internet, waste management, charging stations etc. and consumables, which shall be charged on actual basis. Monthly rentals and repairs of equipment such as electric generators/ supply or generation systems or other plant/ machinery/ objects (which shall only be obtained on lease/ rental basis), cost of other common repairs, improvements, works, whether major or minor, shall be borne proportionately by the Allottee as per the apportionment decided by the Promoter. All types of insurance premiums shall be paid by the Allottee(s) with no liability of Promoter.

Provided that the Promoter shall notwithstanding above have the exclusive right but not the obligation to continue with maintenance of the Current Phase in accordance with Clause 35 and may collect maintenance charges in advance for a period of 5 (five) years from the date of offer of possession to the Allottee by the Promoter, co-terminus with the defect liability period under following Clause 12.

**12. DEFECT LIABILITY:**

Subject to the mutual agreements in this Agreement and its Schedule F, it is agreed that in case of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter, as per this Agreement, relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the Promoter to give possession or the date of offer of possession to the Allottee, whichever is earlier, it shall be the duty of the Promoter to rectify such defects (for which solely the Promoter is conclusively and exhaustively proven responsible without effect of external or environmental forces/ factors or Force Majeure or any fault attributable to the Allottee, any third party or vendor) without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Promoter/ maintenance company/ agency/ Association of Allottees shall have rights of unrestricted access of all Common Areas & Facilities, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter/ maintenance company/ agency/ Association of Allottees to enter into the Unit or any part thereof, after due notice and during the normal working hours and normally without use of

force, unless the circumstances warrant otherwise, with a view to set right any defect. The Allottee hereby indemnifies and holds the Promoter/ maintenance company/ agency/ Association of Allottees harmless from any claims/ liabilities arising out of the same.

**14. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking space and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans or prevailing rules. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces (with permission from the Promoter and subject to payment of parking charges to the Promoter), and the same shall be reserved for use by the Promoter/ maintenance company/ agency/ Association of Allottees for rendering maintenance services.

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

- 15.1. Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain and keep the Unit defect-free at its own costs and expenses, in good repair and condition and shall not do or suffer to be done anything in or to the Building/ Project, or the Unit, or other units or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound, which may be in violation of any laws or rules of any authority or change or alter or make any additions to the Unit in any manner including but not limited to any changes to structure, walls, external appearance, plumbing and electrical circuits etc. and to keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building/ Project is not damaged or jeopardized or compromised in any manner.
- 15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any signboard / nameplate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior or interior of the Project, buildings therein or Common Areas & Facilities unless permitted by the Promoter in writing. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows, balconies or carry out any change in the exterior or interior elevation or design. Further the Allottee shall not store any harmful, corrosive, hazardous or combustible material in the Unit or place any heavy material in the common passages or staircase of the Building/ Project. The Allottee shall also not remove any wall, including the outer and load-bearing wall of the Unit. The Allottee shall not do anything to cause harm to the appearance of the Building/ Project whatsoever including but not limited to storage, open hanging, modifications, cause water seepage, blockage of drains and sewers, installation of any appliances against the rules and regulations framed by the Promoter. No encroachment outside the Unit shall be made by the Allottee and any such encroachment shall attract heavy penalty as decided by the Promoter.
- 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 of Allottees and/or maintenance company/ agency appointed by Association of Allottees/ Promoter. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

Provide that the Parties have mutually agreed that utilities including but not limited to electricity, water, sewage, air-conditioning, gas, power backup, internet, waste management, charging stations etc. shall only be available if relevant costs and connection charges are paid for by the Allottee and shall be provided by solely the Promoter or its nominee on chargeable/ billable basis.

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

The Parties are entering into this Agreement for the allotment of an Unit with the full knowledge of all laws, rules, regulations, notifications applicable to Current Phase and Projects well as to the allotted Unit.

Provided that the Allottee has reached mutual agreement on the terms of this Agreement with the Promoter (wherein certain amendments have been made to the draft of this agreement by the parties mutually based on their mutual understanding/ agreement) and its salient provisions including but not limited to the contractual understanding under Schedule F, Recital I and Clause 35 herein, having taken legal opinion, and the Allottee shall be bound by its terms.

**17. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Current Phase, except as per the building plan, layout plan, sanction plan and specifications, amenities and facilities approved by the competent authority(ies) and disclosed, except for as provided in the Act or under this Agreement or permitted by the competent authorities.

Provided that the Promoter may undertake any major or minor alterations or constructions or revision of all plans or specifications whatsoever in any other Phase of the Project and the Allottee shall have no right to raise any objection or concern in this regard. Minor additions and alterations as agreed in this Agreement shall be permitted in the Unit/ Current Phase without the requirement of any consent.

**18. PROMOTER SHALL OR SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement, he shall endeavour to not mortgage or create a charge on the Unit, 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 Unit (subject to the terms of any no objection certificate/ document issued by lenders).

Provided that the Allottee hereby authorises and permits the Promoter to raise finance/loan from any investor/financial institution/bank/other entity by way of creating encumbrance in any form/ mortgage/ charge/ lien/ hypothecation/ securitization of receivables or in any other mode or manner by creating encumbrance in any form/ charge/ mortgage/ lien/ hypothecation/ on the said Unit / Block/ Current Phase/ other Phases/ Project/ Said Land/ Plot.

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

The Promoter has assured the Allottees that the Current Phase is in accordance with the provisions of the UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter is in compliance of various laws/regulations as applicable in Uttar Pradesh.

Provided that the Allottee acknowledges and affirms that he/she has no right/ title/ interest/ share over Independent Areas, and Limited Common Areas (except Common Areas & Facilities) as under UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and shall abide by the deed of declaration as amended from time to time and submitted by the Promoter before the concerned authority under the UP Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due, as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, undertakes the payment of stamp duty, registration fee and appears for registration of the same before the concerned Sub-Registrar by intimating the appointment/ time slot to the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or make payment of stamp duty, registration fee and/or appear before the Sub-Registrar for its registration by intimating the appointment/ time slot to the Promoter, then the Promoter shall not be required to serve any notice to the Allottee for rectifying the default, which if not rectified suo moto by the Allottee within 30 (thirty) days from the date of its execution, the application/ allotment of the Allottee may be treated as cancelled by the Promoter and all sums deposited by the Allottee in connection therewith including the Booking Amount may be returned to the Allottee without any interest or compensation whatsoever.

Provided that the liability and responsibility for payment of stamp duty, registration fee and appearance before the Sub-Registrar for registration by intimating the appointment/ time slot to the Promoter shall solely be of the Allottee. The Allottee agrees that it shall be solely responsible and shall indemnify and hold harmless the Promoter against consequences of non-registration of this Agreement (including under the relevant provisions of the Act) or in case it deposits in excess of 10% of the Total Price in favour of the Promoter prior to the registration of this Agreement and the Allottee waives any rights or claims it may have against the Promoter in this regard.

**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 prior agreements, allotment letter (except for the booking application form), correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit.

Provided that the application form, this Agreement and any other documents executed between the Parties shall remain binding on the Allottee (in its own capacity and in the capacity of a member/ management of the Association of Allottees) even subsequent to the execution of a sublease deed/ lease agreement between the Parties.

**22. RIGHT TO AMEND**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and by any subsequent allottees/ transferees/ buyers/ sublessees of the Unit, in case of a transfer, as the said obligations go along with the Unit 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 in 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. Any amounts waived in the interim shall have to be paid by the Allottee prior to handover of possession by the Promoter.

- 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 and declared 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, in such place and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Current Phase/ Project (as applicable), the same shall be in the proportion, which the carpet area of the Unit bears to the total carpet area of all the units in the Current Phase/ Project (as applicable) with the same permitted use and same floor. The policy of the Promoter in regard to apportionment between various permitted uses and various floors shall be final and binding.

**27. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction including without limitation execution of necessary agreements, power of attorney, affidavits, indemnities, maintenance related documents, and any other agreements or documents by whatsoever name called as required by the Promoter along with sublease deed/ lease agreement and such other documentation as prescribed in this Agreement.

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Noida. 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 Gautam Buddha Nagar, Uttar Pradesh. Hence this Agreement shall be deemed to have been executed at Noida.

**29. NOTICES:**

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/ electronically as specified below:

ALLOTEE:

Attention to: Mr./ Mrs. \_\_\_\_\_

Email ID (s): \_\_\_\_\_

Mobile Number (s): \_\_\_\_\_

Landline Number (s): \_\_\_\_\_

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

PROMOTER:

At the current registered address of Promoter as updated on Registrar of Companies website.

It shall be the duty of the Allottee to inform the Promoter 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 Allottee. The Allottee shall solely be responsible for default and/ or any other consequences that might occur due to failure to intimate new address as per above. It shall also be the duty of the Promoter to keep its address on the Registrar of Companies website updated.

**30. JOINT ALLOTTEES:**

Subject to Clause 8.2, in case there are joint holders/ joint allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by it/him/her which shall for all intents and purposes be considered as properly served on all the joint holders/ joint allottees.

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Unit, plot or building, as the case may be, prior to the execution of this Agreement for such Unit shall not be construed to limit the rights and interests of the Allottee under this Agreement 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:**

33.1. Subject to Clause 33.2, 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.

33.2. In case any dispute is not resolved amicably within 30 (thirty) days of the date of receipt of notice under Clause 33.1, then such dispute or difference shall be settled through arbitration

conducted as per the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitral tribunal shall comprise of one arbitrator who shall be appointed by the Chairman of the Promoter. The seat and venue of the arbitration shall be Noida, India. The language of such arbitration shall be English and the arbitral award shall be final and binding on the Parties.

- 33.3. The Allottee hereby consents to the appointment of an arbitrator by the Chairman of the Promoter in accordance with the terms of the Arbitration and Conciliation Act 1996, as amended from time to time.
- 33.4. Courts in Uttar Pradesh shall have exclusive jurisdiction over any disputes arising out of this transaction.

#### **34. MISCELLANEOUS:**

The Parties further agree that:

- (i) Any references in this Agreement to any one gender, masculine, feminine or neuter includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires. The terms “herein”, “hereto”, “hereunder”, “hereof”, or “thereof”, or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used unless the context otherwise requires. Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement.
- (ii) A reference to the term ‘Project’ or like terms under applicable laws (including the Acts) for the purposes of this Agreement shall unless expressly specified otherwise herein, mean a reference to the relevant Phase of which the Unit forms a part.
- (iii) A reference to title of the Promoter to the land for the Phase shall be deemed to be a reference to the leasehold interest of the Promoter, pursuant to the lease deed executed by the Promoter with NOIDA, for *inter alia* the Said Land.
- (iv) Further clarifications and all other terms and conditions as per the contractual understanding between the parties have been incorporated in the various annexed Schedules including in the ‘Schedule F’, which are part and parcel of this Agreement.
- (v) In case of any conflict or contradiction between the terms of the main body of this Agreement and the Schedules, the Schedules (representing the contractual understanding) shall prevail.
- (vi) The Promoter alone shall be entitled to obtain the refund of various securities / charges deposited by it during construction of the Project with various Governmental / Local Authorities for any purposes, with no claim or entitlement of the Allottee or Association of Allottees.
- (vii) If any provision in the Recitals of this Agreement is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

#### **35. RIGHTS AND CONDITIONS OF SUBLEASE:**

- 35.1. 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.

- 35.2. 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/ Phases, 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.
- 35.3. The Parties have understood that the entire parking areas of the Current Phase or Project shall be used for parking of two/ four-wheeler vehicles and transport/ goods vehicles etc. upon payment of charges to the Promoter. 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. 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.
- 35.4. The Parties have further understood that the entire surfaces/ signage areas/ designated open spaces/ roofs and terraces of the Current Phase or 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 Displays 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.

- 35.5. 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. 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 (the drafts of which the Allottee has already vetted with adequate legal advice) 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 thereupon from any security deposits, rents or similar amounts 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.
- 35.6. Subject to Clause 35.5 of this Agreement, 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/ Phase/ 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.
- 35.7. 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.

- 35.8. 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/ Phase/ Project including its Common Areas & Facilities, Limited Common Areas and Independent Areas. The Allottee undertakes to perform and cause the Association of Allottees 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 (the drafts of which the Allottee has already vetted with adequate legal advice) 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.
- 35.9. The Allottee further acknowledges, affirms and undertakes that this Agreement may be converted into/ replaced by/ superseded and suppressed by an agreement to acquire units/ partnership share/ shareholding/ instruments of any entity or REIT that has ultimate common ownership of the Project or Phase or Unit or part thereof. Upon being notified of such conversion by the Promoter, the Allottee shall be bound to perform and cause the Association of Allottees 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 (the drafts of which the Allottee has already vetted with adequate legal advice) and any other agreements or documents required by the Promoter, payment of 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 including any decision taken by the Promoter with regard to such conversion including the ratio, manner, etc. of conversion into units/ partnership share/ shareholding/ instruments of any such entity or REIT, 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.
- 35.10. The Allottee confirms that right of the Promoter under this Clause 35 is a continuing right and shall not get extinguished with passage of time or upon its exercise by the Promoter.

35.11. The Parties acknowledge that they have decided/ arrived at a discounted Total Price as reflected in Clause 1.2 of this Agreement for the Unit by duly taking into account the binding conditions stated in this Clauses 35. To give effect to Clauses 35, in case of any breach by the Allottee, the Promoter shall be entitled to cancel the allotment/ have the sublease cancelled as per law/ take over physical possession of the said Unit or perform any other actions to enforce their rights and take all remedies available to them under law. The Allottee shall indemnify and hold the Promoter harmless from any liabilities whatsoever arising out of or relating to the terms of this Clauses 35.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**Allottee:**

<p>(1) Signature .....</p> <p>Name _____</p> <p>Address _____</p>	<p>please affix photograph and sign across the photograph</p>
<p>(2) Signature .....</p> <p>Name _____</p> <p>Address _____</p>	<p>please affix photograph and sign across the photograph</p>
<p>(3) Signature .....</p> <p>Name _____</p> <p>Address _____</p>	<p>please affix photograph and sign across the photograph</p>
<p>(4) Signature .....</p> <p>Name _____</p> <p>Address _____</p>	<p>please affix photograph and sign across the photograph</p>

**Promoter:**

<p>(1) Signature ..... (Authorised Signatory)</p> <p>Name _____</p> <p>Address _____</p>	<p>please affix photograph and sign across the photograph</p>
--	---

At Noida on the day first above written in the presence of:

**WITNESSES:**

(1) Signature .....

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature .....

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULES**

**SCHEDULE 'A' -** DESCRIPTION OF THE UNIT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

**SCHEDULE 'B' -** FLOOR PLAN OF THE UNIT

**SCHEDULE 'C' -** PAYMENT PLAN

**SCHEDULE 'D' -** SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE UNIT)

**SCHEDULE 'E' -** SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE CURRENT PHASE)

**SCHEDULE 'F' -** CONTRACTUAL UNDERSTANDING PURSUANT TO CLAUSE 34

The 'Schedules' to this Agreement for Sublease are as agreed to between the Parties.

# नवीन ओखला औद्योगिक विकास प्राधिकरण

मुख्य प्रशासनिक भवन, सेक्टर-6, नोएडा

पत्र संख्या-नोएडा/वाणिज्य/2024/...27

दिनांक ...10.04.24

M/s Westriver Private Limited  
Dasnac Annexe-I, ECE House, 28A,  
Kasturba Gandhi Marg,  
Delhi-110001

विषय- वाणिज्यिक बिल्डर भूखण्ड संख्या- कॉम-01, सेक्टर-93बी, नोएडा।

महोदय,

कृपया उपरोक्त विषयक अपने पत्र दिनांक 10.04.2024 का संदर्भ ग्रहण करने का कष्ट करें, जिसके माध्यम से आपने यू0पी0 रेरा में पंजीकरण के संबंध में आवंटित भूखण्ड पर प्रस्तावित यूनिट्स का त्रिपक्षीय उप पट्टा प्रलेख का प्रारूप उपलब्ध कराने का अनुरोध किया गया है।

उक्त के सम्बन्ध में अवगत कराना है कि उप पट्टा प्रलेख का प्रारूप संदर्भित भूखण्ड पर निर्माण कार्य पूर्ण कर अधिभोग प्रमाण पत्र प्राप्त किये बिना उपलब्ध कराना सम्भव नहीं है।

अतः अधिभोग प्रमाण पत्र प्राप्त करने के उपरान्त ही त्रिपक्षीय उप पट्टा प्रलेख के प्रारूप की प्रति आपको दी जायेगी।

सहायक महाप्रबंधक (वाणिज्य)