



INDIA NON JUDICIAL
Kamaldeep Taliya
Government of Uttar Pradesh
Regd. No. UP-679205
Ch. No. A-10 Tehsil Compound GZB
Mob.: 9811882121
e-Stamp

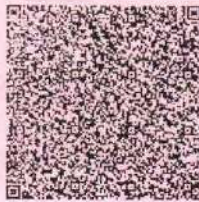


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RAJ KUMAR GUPTA
LICENSE NO.: 11
TEHSIL, GHAZIABAD

Certificate No. : IN-UP72081473595596W
Certificate Issued Date : 04-Sep-2024 03:50 PM
Account Reference : NEWIMPACC (SV)/ up14000304/ GHAZIABAD/ UP-GZB
Unique Doc. Reference : SUBIN-UPUP1400030432647848671397W
Purchased by : PRASU BUILDCON LLP
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : PLOT NO.GH-2 SECTOR-1 OAKWOOD ENCLAVE AT WAVE CITY GHAZIABAD
Consideration Price (Rs.) :
First Party : UPPAL CHADHA HI TECH DEVELOPERS PVT LTD
Second Party : PRASU BUILDCON LLP
Stamp Duty Paid By : PRASU BUILDCON LLP
Stamp Duty Amount(Rs.) : 5,63,36,000
(Five Crore Sixty Three Lakh Thirty Six Thousand only)



Locked By

Sub-Registrar
Sadar-Ist. Ghaziabad

Verified By

R.C.
S.R.O.-Ist, Ghaziabad

Please write or type below this line

For Uppal Chadha Hi-Tech Developers Pvt Ltd.

Authorised Signatory

For Prasu Buildcon LLP

Authorised Signatory

QE 0015550283

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shastamp.com or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SHIL

For Prasu Buildcon LLP

Authorized Signatory

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COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT ("Agreement") is made and executed at Ghaziabad on this 2nd day of September 2024.

BY AND BETWEEN

UPPAL CHADHA HI-TECH DEVELOPERS PRIVATE LIMITED (CIN: U45201DL2004PTC128784 and PAN: AAACU7200M, a company incorporated and registered under the provisions of the Companies Act, 1956, having its registered office at First Floor M-4, South Extension Part-II, New Delhi and corporate office at C-1, Sector - 3, Noida - 201301, Uttar Pradesh, acting through its Director/ Authorized Signatory **Mr. Narayan Jee Jha**, duly authorized by the Board of Directors vide its Board Resolution dated 28th February 2023 (hereinafter referred to as the "**Land Owner**", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, subsidiaries, nominees, executors and assigns) of the **FIRST PART**;

AND

PRASU BUILDCON LLP (LLPIN: ABZ8600 and PAN: ABDFP0754A), a limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its office at 134, Tower-A, Corenthum Building, Sector 62, Noida, Uttar Pradesh, acting through its Designated Partner, **Mr. Lalit Narayan Jha** son of Late Mr. Sahdeo Jha, Resident of E-107, Gaur Green Avenue, Indirapuram, Ghaziabad, Uttar Pradesh, duly authorized by the resolution of partners dated 06/06/2024 (hereinafter referred to as "**Developer**", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, liquidators and permitted assigns) of the **OTHER PART**:

WHEREAS

- A. The Housing and Urban Planning Department, Government of Uttar Pradesh ("**HUPD**") keeping in view the mandates of the National and State Housing Policies, announced a Hi-Tech Township Policy vide Government Order No. 3189/Eight-1-07-34-Vividh/03 dated August 16, 2007, which subsequently got amended vide Government Order No. 3872/Eight-1-07-34-Vividh/03 dated September 17, 2007 and Government Order No. 4916/8-1-07-34-Vividh/03 dated August 27, 2007, which were issued in continuation of Hi-Tech Township Policy-2003 announced by the Government of Uttar Pradesh vide Government Order No. 6087/9-A-2003-34-Vividh/03, dated November 22, 2003 ("**Hi-Tech Township Policy**") to promote and facilitate private sector participation in the development of Hi-Tech Townships with world class infrastructure. In terms of the Hi-Tech Township Policy, HUPD invited proposals for development of Hi-Tech Townships in the State of Uttar Pradesh and the Land Owner had submitted its proposal to HUPD. Accordingly, the High Power Committee constituted by HUPD selected the Land Owner for the construction and development of Hi-Tech Township ("**Hi-Tech Township**") over the land admeasuring 4200 (four thousand and two hundred) acres approx. situated at Sardar Kulwant Singh Chadha Marg, NH-24, Ghaziabad in Uttar Pradesh - 201015 in terms of the Hi-Tech Township Policy (hereinafter referred to as the "**Hi-Tech Township Land**");

For Uppal Chadha Hi-Tech Developers Pvt. Ltd.


Authorized Signatory

For Prasu Buildcon LLP


Authorized Signatory

आवेदन सं०: 202400739082133

विक्रय अनुबंध विलेख (विल्डर)

बही सं०: 1

रजिस्ट्रेशन सं०: 11235

वर्ष: 2024

प्रतिफल- 804800000 स्टाम्प शुल्क- 56336000 बाजारी मूल्य - 804800000 पंजीकरण शुल्क - 80480000 प्रतिलिपिकरण शुल्क - 160 योग : 8048160

श्री मै० प्राशु बिल्डकोन एलएलपी द्वारा
ललित नारायण झा अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री स्व सहदेव झा
व्यवसाय : अन्य
निवासी: ई-107 गौड ग्रीन एवेन्यू इन्दिरापुरम गा०बाद




श्री, मै० प्राशु बिल्डकोन एलएलपी द्वारा

ललित नारायण झा अधिकृत
पदाधिकारी/ प्रतिनिधि

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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



वन्दना . चौधरी
उप निबंधक :सदर प्रथम
गाजियाबाद
05/09/2024

अनिल शर्मा
निबंधक लिपिक
05/09/2024



- B. Thereafter, a Memorandum of Understanding dated 30.11.2005 and an Amended Memorandum of Understanding dated 17.02.2010 (collectively the "MoU"), were executed between Ghaziabad Development Authority ("GDA") and the Land Owner, whereby GDA authorized the Land Owner to construct and develop the Hi-Tech Township over the Hi-Tech Township Land, in terms of the Hi-Tech Township Policy;
- C. That the said DPR for the entire City project submitted by the Developer was approved by the Competent Authority, comprising 4500 acres (Approximately) of land ("Scheduled Property"). Further, the Detailed Layout Plan has been approved by the Competent Authority and is in pursuance to which a Development Arrangement has been signed between the competent Authority, and the Developer, in terms of the Hi-Tech Township Policy of the Uttar Pradesh Government.
- D. In terms of the aforesaid, the Land Owner has been constructing and developing the Hi-Tech Township over the Hi-Tech Township Land, in the name of "**Wave City**", *inter alia* comprising residential group housing plots of different sizes, corporate parks and retail centres, hotels/ clubs, leisure areas etc. apart from all such areas that would be required for the development of a modern township in accordance with the sanctioned Layout Plan and other approvals in terms of the Hi-Tech Township Policy;
- E. As per the Hi-Tech Township Policy and as a part and parcel of the said Hi-Tech Township, the Land Owner is in the process of developing the individual plots for the group housing usage on the land earmarked for such use as per the Zoning Plan and the Layout Plan of the Hi-Tech Township. Accordingly, the construction of a building for the group housing usage to be carried out on the said plots of various sizes delineated for the said purpose in consonance with and in adherence to the permissible floor coverage, permissible floor area ratio ("**FAR**"), provision for setback etc. apart from following the building byelaws as may be imposed by GDA;
- F. That the Land Owner is the owner of the Plot No. **GH-2, SECTOR-1, OAKWOOD ENCLAVE**, situated at '**WAVE CITY**'.
- G. The Developer has approached the Land Owner to grant the Development Rights (*as defined hereinafter*) to develop the group housing project ("**Project**") consisting of a floor space index ("**FSI**") of 76099 sq. mt. approx. ("**Project FSI**") in project Namely **SKA DIVINE** along with total ground coverage as applicable as per bye-laws of Ghaziabad Development Authority ("**GDA**") over the Project Land ("**Project Land**").
- H. The Developer has represented that it is engaged in the construction and development of real estate projects and possesses requisite experience and infrastructure to undertake construction, development, marketing and sale of group housing real estate projects; and
- I. Relying on the representations, warranties, stipulations, covenants, assurances and undertakings of the Developer under this Agreement and subject to the terms and conditions of this Agreement, the Land Owner has agreed to appoint the Developer to undertake the

आवेदन सं०: 202400739082133

बही सं०: 1

रजिस्ट्रेशन सं०: 11235

वर्ष: 2024

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त
विक्रेता: 1

श्री मै० उप्पल चडढा हाईटेक डवलपर्स प्रा० लि० के द्वारा नारायण
जी झा, पुत्र श्री हरेराम झा

निवासी: 38जी मयूर विहार-3 वसुंधरा एन्क० पूर्वी दिल्ली

व्यवसाय: अन्य

क्रेता: 1



श्री मै० प्राशु बिल्डकॉन एलएलपी के द्वारा ललित नारायण झा, पुत्र
श्री स्व सहदेव झा

निवासी: ई-107 गौड ग्रीन एवेन्यू इन्दिरापुरम गा०बाद

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया । जिनकी पहचान
पहचानकर्ता : 1

श्री धीरज कुमार, पुत्र श्री अशोक कुमार

निवासी: बी-1803 एक्सप्रेस जेनिथ सै-77 नोएडा गौ बु० नगर

व्यवसाय: अन्य

पहचानकर्ता : 2



श्री अनुज कुमार त्यागी, पुत्र श्री चन्द्र किरण त्यागी

निवासी: 76/2 सै-2 वेव फ्लोर पार्कवुड एन्क वेव सिटी गाबाद

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वन्दना . चौधरी

उप निबंधक : सदर प्रथम

गाजियाबाद

05/09/2024

अनिल . शर्मा

निबंधक लिपिक गाजियाबाद

05/09/2024

ने की । प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए
गए हैं ।
टिप्पणी :

प्रिंट करें

development, construction, completion, delivery, marketing and sale of the Project over the Project Land subject to the terms and condition as set out in this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS.

1.1. In this Agreement the following words and expressions shall have the following meanings:

"**Agreement**" and "**this Agreement**" means this Collaboration Agreement and all attached annexures, schedules, exhibits and instruments supplemental to or amending or modifying this Agreement;

"**Applicable Laws**" shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders, including the Hi-Tech Township Policy, of any Governmental Authority (*as defined hereunder*) and/ or of any statutory authority in India, and specifically including, GDA, RERA (*as defined hereunder*), tribunal, board, court, and, or another authority;

"**Approvals**" shall collectively mean the Developer's Approvals (*as defined hereinafter*) and the Land Owner's Approvals (*as defined hereinafter*);

"**Arbitration Tribunal**" shall have the meaning ascribed to such term in Clause 14.2.1;

"**Common Areas**" means the exterior facade, access point, basements, public utilities, parking, entry-exit passageways, driveways, service driveways, service areas, sidewalks, passages, pathways, lobbies, elevators, elevator lobbies, landings, fire staircase, main staircase(s), pump rooms, fan rooms, DG rooms, water tanks, sewage treatment plant, water treatment plant, landscaping, common lighting, common DG and other areas in the Project which will be used for all tenant/service/maintenance;

"**Completion of the Project**" means the stage at which the construction of the Project has been completed and the last of the occupation certificate for building/s constructed on the Project Land has been obtained from the Governmental Authorities;

"**Developer's Allocation**" shall have the meaning ascribed to such term in Clause 5.4;

"**Development Cost**" includes but is not limited to all the costs, charges, expenses, fees, dues, payments, disbursements, payouts, taxes, levies, tolls, duties, liabilities, obligations, penalties, deposits, prices, salaries, premium, fines, interests, overheads, outgoings, outflows, etc. and the likes associated with the development, construction, completion and delivery of the Project, including *inter-alia*:

For Uppal Chadha Hi-Tech Developers Pvt. Ltd.


Authorised Signatory

For Prasu Buildcon LLP


Authorised Signatory



"Developer's Rights" means the following rights to be exercised by the Developer in terms of this Agreement, in adherence to the Applicable Laws including the Hi-Tech Township Policy:

- (i) to enter upon the Project Land for the limited purpose of constructing and developing the Project on the Project Land;
- (ii) to develop, construct and complete the Project subject to and in accordance with the terms of this Agreement;
- (iii) carry out the conceptualization, execution, implementation and development of the Project on the Project Land, as provided in this Agreement;
- (iv) to apply for and obtain registrations and Approvals from the UPRERA in respect of the Project, to be constructed and developed on the Project Land in accordance with this Agreement;
- (v) to appoint, employ or engage architects, surveyors, engineers, Contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons for the development of the Project in accordance with this Agreement; and
- (vi) to deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required under the Applicable Law (*as defined hereunder*), any Governmental Authority including GDA and UPRERA in relation to the Project necessary for the full, free, uninterrupted and exclusive development of the Project Land, and the conceptualization, execution, implementation, development and Completion of the Project on the Project Land;

"Force Majeure Event" means any event or combination of events or circumstances beyond the control of a Party which materially and adversely affects a Party's ability to perform obligations under this Agreement including:

- (i) acts of God i.e. fire, draught, flood, earthquake, and other natural disasters affecting the regular development of the Project;
- (ii) strikes, lock-outs, civil disturbances;
- (ii) war or enemy action or terrorist action; and
- (iii) any notice, order, rule, or notification of the Governmental Authority affecting the construction and development of the Project, issued due to the acts not attributable to the Developer.

"GDA" shall have the meaning ascribed to such term in Recital B;

"Governmental Authority" means any statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity including GDA, UPRERA and having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the Project and the Project Land;

"Hi-Tech Township Policy" shall have the meaning ascribed to such term in Recital A;

"Hi-Tech Township" shall have the meaning ascribed to such term in Recital A;

For Uppal Chadha Hi-Tech Developers Pvt. Ltd.


Authorized Signatory

For Prasu Buildcon LLP


Authorized Signatory



Arundhanideep Tally /
Advocate
Regd. No. UP-67924/15
Ch. No. A-10 Tehsil Compound GZB.
Mob.: 9811882020

"**Hi-Tech Township Land**" shall have the meaning ascribed to such term in Recital A;

"**Land Owner's Allocation**" shall have the meaning ascribed to such term in Clause 5.1;

"**Land Owner's Approvals**" shall mean the DPR, Layout Plan, Zoning Plan and the other approvals like environmental clearances , pollution , height clearance , sanction plan etc, obtained by the Land Owner in respect of the Project and the Project Land, with the full cooperation by the Developer and in obtaining the said approvals the actual cost shall be reimbursed by the Developer ;

"**Losses**" shall have the meaning ascribed to such term in Clauses 12.1.1;

"**NOC**" means no objection certificate;

"**Person**" means any natural person, entity, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government (central, state or otherwise) or any agency department, authority or political subdivision thereof or any other entity that may be treated as a Person under Applicable Law and shall include their respective successors and in case of an individual shall include his/her legal representatives, administrators, executors and heirs, and in case of a trust shall include the trustee or the trustees and the beneficiary or beneficiaries from time to time;

"**Project**" shall have the meaning ascribed to such term in Recital G;

"**Project FSI**" shall have the meaning ascribed to such term in Recital G;

"**RERA**" means Real Estate (Regulation and Development) Act, 2016 and rules and regulations made thereunder, as amended from time to time, including the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016;

"**Project Land**" shall have the meaning ascribed to such term in Recital G; and

"**UPRERA**" means Uttar Pradesh Real Estate Regulatory Authority.

2. DEVELOPMENT OF THE PROJECT.

2.1. Development of the Project.

- 2.1.1. The Developer agrees and undertakes to construct, develop, complete and deliver the entire Project over the Project Land, including without limitation the Land Owner's Allocation (*as defined hereunder*) to the Land Owner as per the Applicable Laws including the Hi-Tech Township Policy. The Developer further agrees and undertakes to cooperate with the Landowner in obtaining all the Approvals, sanctions, consents, permissions for the development, construction and completion and operations of the Project including the Land

For Uppal Chadha Hi-Tech Developers Pvt. Ltd.


Authorised Signatory

For Prasu Builders


Authorised Signatory



Kamaldeep Talwar
Advocate
Read. No. UP-679/2005
Ch. No. A-10, GZB Compound GZB.
Mob.: 9811882020

Owner's Allocation, at the Developer's sole cost, expense and resource without any recourse to the Land Owner.

- 2.1.2. The Developer shall construct and develop the Project as agreed between the Parties, in compliance with all the Applicable Laws, relevant policies and the Approvals granted for the Project; and in adherence to the guidelines attached hereunder, at its sole cost and expense, without any liability or responsibility of the Land Owner, of any nature whatsoever.
- 2.1.3. The Developer hereby agrees and undertakes that any and all Development Cost for the Project shall be borne and paid by the Developer exclusively and the Developer shall not have any recourse to the Land Owner, and the Land Owner shall have no obligation of any nature whatsoever to bear the Development Cost.
- 2.1.4. It is hereby clarified that the Land Owner has allowed the Developer to enter upon the Project Land for the limited purpose of constructing and developing the Project as per the terms hereof and the ownership of the Project Land shall always remain with the Land Owner, till obtaining the Completion Certificate.
- 2.1.5. It is further hereby understood by the Parties that as per the Hi-Tech Township Policy, certain percentage/ portion of the Project has to be reserved and earmarked for the construction and development of the economic weaker section ("EWS")/ lower income group ("LIG") units, which has to be constructed mandatorily in order to duly obtain the occupation/ completion certificate of the Project. The Land Owner shall endeavor to construct and develop the earmarked portion for EWS/ LIG units at any specified portion of land, as per the Approvals obtained by the Land owner. In pursuance of the same, the Developer hereby agrees to duly reimburse to the Land Owner, the construction cost of the EWS/ LIG units to the extent of the percentage of EWS/ LIG built up area/ construction undertaken by the Land Owner along with the proportionate land cost at the time of applying for the Completion certificate after reducing the sale consideration for the EWS/ LIG units. It is also additionally agreed hereby that the given FSI for the EWS/ LIG segment shall remain absolute and in future no additional FSI shall be permissible.
- 2.1.6. Notwithstanding anything contained in this Agreement, the terms and the arrangement mentioned herein, shall not be construed as transfer or assignment of the licenses, approvals and permissions obtained by the Land Owner from any Governmental Authority including GDA in respect of the Hi-Tech Township and, or the Hi-Tech Township Land, in favour of the Developer.

2.2. Developer's Approvals.

- 2.2.1. The Developer shall be responsible for cooperating with the landowner in the process of obtaining in time bound manner all the Approvals, including, NOCs, sanctions, consents, etc.
- 2.2.2. Notwithstanding anything contained in this Agreement, the Developer hereby agrees that the Developer shall not be entitled to market/ sell/ transfer/ dispose/ allot any area forming part of the Developer's Allocation in the Project until the Developer has obtained registration of the Project from UPRERA and, or from any other Governmental Authority, required under the Applicable Laws and relevant policies

For Uppal Chadha Hi-Tech Developers Pvt. Ltd.


Authorised Signatory

For Prasu Buildcon LLP


Authorised Signatory



2.2.3. The Parties hereby agree that if required under the Applicable Laws, the Land Owner may become the co-promoter for the Project. The Developer hereby agrees and undertakes that any addition of the name of Land Owners as co-promoter in registration of the Project under UPRERA, shall be only in relation to the Land Owner's obligations to provide rights, title and interest-related representation, warranties and covenants in relation to the Project Land and the Project. In the event, any case is filed by any prospective purchaser of the Project against the Developer in any court of law including UPRERA, the same shall be contested/ represented by the Developer at its own cost and expense, without involving the Land Owner. The Developer further undertakes to indemnify the Land Owner, in the event any order is passed against the Land Owner by any forum/ court including UPRERA and all expenses including litigation expenses, if any, incurred by the Land Owner in this regard shall be reimbursed by the Developer.

2.2.4. The Developer shall at its sole costs and expenses, defend any claims or demands made or proceedings initiated by any party(ies) against the Land Owner with respect to any liability or responsibility for any non-compliance, omission, commission, breach or any violation of the provisions as contained in RERA or any Applicable Laws and the Developer shall keep the Land Owner fully indemnified in relation to the same. The Developer shall forthwith provide all information and documents in relation to such claims/ demands/ proceedings to the Land Owner upon receipt of the same.

2.3. Project Timelines.

2.3.1. Notwithstanding anything contained hereunder or any other agreement, the Developer hereby agrees and undertakes to commence the construction and development of the Project within 3 months from the registration received from UPRERA, after obtaining all the Approvals and registration, in terms of the Applicable Laws. Subject to any Force Majeure Event, the Developer shall achieve the Completion of the Project/ complete the construction of the Project including the Land Owner's Allocation, within a period of 60 months from the date of receipt of registration of the Project under UPRERA and, or within the time period allowed by GDA under the building bye-laws., as the case may be ("**Completion Period**"). Any delay in achieving the Completion of the Project on account of the Force Majeure Event shall be excluded for calculating the Completion Period. The construction and development of the Project shall in no manner, whatsoever, be delayed by the Developer; and the Developer shall handover the completed Land Owner's Allocation to the Land Owner and achieve the Completion of the Project within the timelines mentioned in herein.

Notwithstanding anything contained in this Agreement, the Developer shall complete construction and delivery of the Land Owner's Allocation, including obtaining of all the Approvals for the operations of the Land Owner's Allocation, including but not limited to occupation certificate/ part occupation certificate, fire approval and consent to operate, electricity connections, etc., as per the timelines.

2.3.2. The Developer further agrees to forthwith provide any other information as requested by the Land Owner in relation to the Project and the Project Land to the Land Owner.

For Uppal Chadha Hi-Tech Developers Pvt. Ltd.


Authorised Signatory

For Prasu Buildcon LLP


Authorised Signatory



- 2.3.3. The Developer hereby agrees and acknowledges that time is of the essence in the performance of the Developer's obligations under this Agreement including, without limitation, to achieving the Completion of the Project by the Developer, as per the terms and conditions mentioned in this Agreement.

3. DESIGNING, LAYOUT PLAN AND BUILDING PLAN APPROVALS.

The Land Owner shall be responsible for obtaining the sanctioned layout plan (map approval) and the building plans of the Project in respect of the Project FSI. All costs and expenses in this regard shall be solely borne by the Developer as and when called upon by the Land Owner.

- 3.1.1 The Developer agrees that the Developer shall submit the Land Owner's Allocation in writing within 30 days of receiving the registration from the UPRERA.
- 3.1.2 The Developer hereby agrees, undertakes and confirms that the Project shall be developed only in accordance with the Final Approved Layout Plan by GDA. The Developer agrees and undertakes that the Developer shall not make or seek any revision in the Final Approved Layout Plan, without the written approval of the Landowner.

4. REPRESENTATIONS, UNDERTAKINGS, COVENANTS, WARRANTIES AND OBLIGATIONS.

- 4.1. The Developer represents, covenants, warrants, undertakes, acknowledges and agrees that:
- 4.1.1. The developer is duly incorporated under the Applicable Laws of India;
- 4.1.2. The Developer has full power, capacity, and authority to execute, deliver and perform this Agreement and has taken all necessary actions (corporate, statutory, contractual or otherwise) to authorize the execution, delivery and performance of this Agreement in accordance with its terms;
- 4.1.3. The Developer shall be solely responsible for the development and construction of the Project with necessary infrastructure, including car parking areas and any other spaces, in accordance with the approved building plans, building rules/bye-laws and other Approvals;
- 4.1.4. The Developer agrees to undertake the master planning, design and preconstruction preparation of the Project, at its sole and exclusive cost;
- 4.1.5. The developer shall be responsible for Cooperating with the Landowner in obtaining all the Approvals in a time-bound manner at its own cost and expense, without any recourse to the Land Owner;
- 4.1.6. The developer has done its detailed and thorough due diligence with regard to the Project Land including the rights, title and interest of the Land Owner in the Project Land and all other aspects pertaining to the development and construction of the Project on the Project



Land, and after being fully satisfied, the Developer has agreed to take all necessary action to develop and construct the Project as per the Applicable Laws at its own cost and expense;

- 4.1.7. The Developer hereby agrees and undertakes to obtain insurance from insurance company, the Developer shall be responsible for the construction, development, completion and delivery of the Project in accordance with the Applicable bye laws by utilizing the Project applicable FSI. It shall be the exclusive responsibility of the Developer to pay compensation/ penalty/ charges etc. as may be required to be paid to the flat owners in terms of UPRERA and under any other Applicable Laws and, or, any agreement executed with such flat owners;
- 4.1.8. The Developer shall pay any penalty, which may be imposed by the Governmental Authority or any department on account of either delay in completion of the Project or for any other default regarding the construction, development and Completion of the Project, except any penalty with respect to the title of the land.
- 4.1.9. The developer shall take all steps necessary for the formation and registration of the association of allottees/owners of the units of the Project, under the Applicable Laws including the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. In this regard, the Developer shall sign and execute all necessary Declarations, applications, papers, writings, deeds, instruments or documents and make representations before all the concerned and appropriate authorities;
- 4.1.10. The developer shall be responsible for compliance with all Applicable Laws, rules, regulations and notifications regarding the Project including the UPRERA;
- 4.1.11. The developer shall be solely responsible for resolving any disputes that may arise from or in connection with the construction, development and Completion of the Project, at the costs and expenses of the Developer, without any recourse to the Land Owner;
- 4.1.12. the Developer shall not, without the written consent of the Land Owner, use the Project Land or allow the use of the Project Land or any part thereof for any purpose other than for the execution of the Project;
- 4.1.13. The Developer shall comply with all the terms and conditions as set forth in this Agreement, and shall ensure that no terms and conditions as set out in this Agreement are violated in any manner whatsoever;
- 4.1.14. The developer and the Contractors, sub-contractors shall comply with all the Applicable Laws, rules, regulations etc., of the central and state government and other authorities, departments, etc., including all labour laws and labour-related payments (whether statutory or otherwise) as applicable to the Developer, Contractors, sub-contractors, personnel, employees, workers, etc.

For Uppal Chadha IITech Developers Pvt. Ltd.



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For Prasu Buildcon LLP



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- 4.1.15. The developer shall comply with all the terms and conditions of the Approvals and shall also undertake the construction, development and Completion of the Project in accordance with this Agreement and the Applicable Laws.
- 4.1.16. The Developer shall comply with the terms and conditions of the agreements, policies, regulations and other documents, executed/ issued by Governmental Authorities in respect of the Project, as may be applicable, from time to time in respect of the development and construction of the Project;
- 4.1.17. The Developer agrees and undertakes that the Developer shall not change/ amend/ alter its present constitution, in any manner whatsoever, without the prior written consent/ permission of the Land Owner;
- 4.1.18. In the event, that any insolvency proceedings are initiated or admitted against the Developer, the Developer shall share the petition filed against the Developer within the period of 30 (thirty) days from the date of filing of such petition and a copy of such order with the Land Owner within the period of 30 (thirty) days from the receipt of such order from the National Company Law Tribunal and any other Tribunal/ Court;
- 4.1.19. The Developer shall forthwith provide to the Land Owner notice of any action/ litigation in connection with the Project Land and, or the Project of which the Developer may become aware;
- 4.1.20. The developer shall be responsible for its own corporate compliances;
- 4.1.21. The Developer shall contest and settle all claims and litigations with respect to the Project, without any costs to the Land Owner whatsoever, including but not limited to the claims regarding the quality and timelines in respect of the construction, development, completion and delivery of the Project at its own cost and expense, except any litigation initiated against the title of the project land.
- 4.1.22. The developer shall be responsible for the preparation of the Project report and the documents as may be required to be submitted to the relevant Governmental Authority, for the purpose of obtaining Approvals for the Project;
- 4.1.23. The developer shall be responsible for carrying out all the infrastructural work within the Project Land, including levelling, providing water storage facilities, water mains, sewerage, boundary wall, landscaping, electrical sub-stations and all other amenities and services required to be provided in the Project Land in connection with the proposed development,
- 4.1.24. Upon execution and delivery, this Agreement will constitute a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms;
- 4.1.25. There is no pending or threatened litigation including, without limitation, insolvency, with respect to/ against the Developer which may affect the Project or any other rights of the Land Owner contained in this Agreement, in any manner whatsoever; and

For Uppal Chadha Hi-Tech Developers Pvt. Ltd.


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- 4.1.26. The Developer is fully satisfied with the nature of its obligations as set out in this Agreement and any failure on the part of the Developer to discover any matters affecting the due performance of their obligations, shall not release the Developer from their obligations under this Agreement.
- 4.2. **The Land Owner represents, covenants, warrants, undertakes, acknowledges and agrees that:**
- 4.2.1. The Land Owner is absolutely seized, possessed and entitled to the Project Land;
- 4.2.2. The Landowner with the Developer's full cooperation shall be responsible for obtaining all the requisite approvals/permissions as defined herein before at the cost of the Developer.
- 4.2.3. There are no disputes or pending litigation in respect of the Project Land; however, the land owner shall be responsible for any future litigation initiated against the title of the Project Land until the completion certificate/ Occupancy Certificate is obtained.
- 4.2.4. The Land Owner is entitled to develop and/ or grant development rights or otherwise alienate the Project Land and there is no restraint or injunction of any nature whatsoever against the Land Owner in doing so;
- 4.2.5. The Land Owner shall make available to the Developer the Project applicable FSI to enable the Developer to carry out and complete the development.
- 4.2.6. The Land Owner shall bear and pay all taxes, cess, and rates which have accrued or may accrue in respect of the Project Land till the date of execution of this Agreement. Post execution of this Agreement all the aforesaid taxes, cess, and rates shall be paid by the Developer without any recourse or liability of the Land Owner. In this regard, the Developer hereby agrees to indemnify and hold the Land Owner harmless;
- 4.2.7. The Land Owner shall, at the request of the Developer, provide, and sign all documents/ papers and render to the Developer all assistance necessary for the purpose of obtaining all the Approval from the Governmental Authority in respect of the Project, as may be required under the Applicable Laws.
- 4.2.8. the Land Owner shall simultaneously with the execution of this Agreement, execute in favour of the Developer and/ or its nominees, a general power of attorney ("GPA"), *inter alia*, authorizing the Developer/ its nominees to obtain the Developer's Approvals, water and sewerage connections, market, sell and transfer the units in the Project, appear before and signing and submitting any applications, documents, undertakings with any authorities, required for the development of the Project over the Project Land. The Developer hereby agrees and assures that the Developer shall exercise the authority under the GPA solely for the purpose of construction and development of the Project in accordance with the terms thereof;




- 4.2.9. The Land Owner shall provide electricity connection up to the said Project and shall charge the Developer for the same on the metered unit at the prevailing rates of Uttar Pradesh Power Corporation Limited ("UPPCL"). The security deposit if any payable by the Land Owner to UPPCL in respect of the electricity connection shall be reimbursed by the Developer, based on the load sanctioned. It is also agreed by the Parties that if in future any rule for supply of electricity is changed by UPPCL or any other Governmental Authority, the same will be applicable to both the Parties. However, it is agreed between the Parties that the cost of laying cables/ providing cables from the nearest point of the plot shall be borne by the Developer;
- 4.2.10. The land Owner shall allow the Developer to set up a sewer/stormwater connection from the nearest sewer point near the project land. A separate sewage treatment plant ("STP") shall be constructed by the Developer in the project and the excess discharge if any will be connected to the said nearest sewer point. It is also agreed hereby that the actual cost of construction of the STP and the cost to connect to the nearest sewer point of the plot shall be borne solely by the Developer. It is clarified by the Land Owner and agreed by the Developer that the actual cost of electricity, water, and sewerage connection charges shall solely be borne and paid by the Developer, as may be determined by the Land Owner at the time of providing such necessary connections from the main line to the Project.

5. ENTITLEMENT OF THE PARTIES.

- 5.1. In consideration of the Land Owner having granted and assigned to the Developer, the Development Rights to the extent and in the manner stated hereinabove, the Land Owner shall be entitled to the following:
- (i) Payment of the one-time amount of **Rs.80,48,00,000/- (Rupees Eighty Crores Forty Eight Lakhs Only)**, paid by the Developer to the Land Owner in the manner provided in Annexure B.
 - (ii) Saleable area of **23774 sq. ft.** (Approx.) of the residential component of the Project along with one car parking space for each Unit allotted in the Project and indivisible and impartible proportionate rights in the Project Land ("**Land Owner's Allocation**"). It is however, hereby agreed by the parties that land Owner have the choice to realize saleable area as and when they wish to and the said sale will be done by the developer as per the land owners' instructions.
- 5.2. It is clarified and understood by the Parties that the ownership of the Project Land shall always remain with the Land Owner till obtaining the OC/CC and the Developer shall be occupying and using the same solely for the purposes of development of the Project. The ownership and physical possession of the Project Land shall be parted with or handed over to any third party only as per the terms and conditions set out in this Agreement.
- 5.3. The Developer hereby agrees to handover the Land Owner's Allocation together with all the documents/ approvals in relation thereto, to the Land Owner or its nominee, within 30 days from the Completion of the Project at an earlier date as decided between both parties. The units forming part of the Land Owner's Allocation shall have specifications/ fittings/ fixtures as given to other flat owners.

For Uppal Chadha H-Tech Developers Pvt. Ltd.


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5.4. Subject to compliance with the terms and conditions of this Agreement in the manner provided herein and post-handover of the Land Owner's Allocation, the Developer shall be entitled to receive the sale proceeds of (a) 98% (ninety-eight) of the saleable area of the residential component of the Project along with corresponding Common Areas, car parking spaces in the Project; and (b) 100% (hundred per cent) of the saleable area of the commercial component of the Project (collectively the "**Developer's Allocation**").

5.5. Immediately after the grant of registration of the Project under UPRERA, the Developer shall allot the proposed saleable area under the Land Owner's Allocation to the Land Owner by executing the necessary allotment letter. The said documents shall be executed as per the format given by UPRERA as amended and given to other flat owners.

6. **DEFECT LIABILITY.**

6.1. Notwithstanding anything contained in this Agreement, the Developer hereby agrees and undertakes that the Developer shall at all times be responsible for the rectification of the structural defects in the Project including the Land Owner's Allocation, at its sole cost and expense without any recourse to the Land Owner, to the satisfaction of the Land Owner. The Developer hereby agrees and undertakes that the Developer shall rectify any and all structural defects within such time period as may be requested by the Land Owner, in adherence to the Applicable Laws including UPRERA.

7. **MARKETING AND SALES OF THE UNITS.**

7.1. The Developer shall be solely responsible for the marketing, promotion and advertisement of the Project, by issuing pamphlets, and brochures; publishing advertisements in newspapers, magazines, websites, and any online and offline medium, and/or by putting sign-boards, signage, totem pole, neon-signs or other modes of advertisement ("**Marketing Collateral**"). The said Marketing Collateral shall be prepared by the Developer as per the Applicable Laws.

7.2. The Parties agree that the Project shall be branded under the brand name/ logo as decided by the developer. The Developer and the Land Owner shall have the right to sell, transfer, monetize, allot, or create any third-party interest in their respective allocation of the area of the constructed and developed Project, subject to and in accordance with the terms of this Agreement.

7.3. The Developer and the Land Owner shall be entitled to enter into agreements for sale/ conveyance deeds and other documents in respect of the units including the car parking spaces comprised in their respective area allocation in the Project, as permissible under the Applicable Laws and to receive from the purchasers/ transferees and occupiers thereof, the consideration payable under the said agreements/ documents.

7.4. Notwithstanding anything contained in this Agreement, the Developer hereby agrees and undertakes that the Developer shall have no right to sell, transfer, monetize, allot, create any third party interest in any area forming part of the Developer's Allocation, unless the Developer has allotted the Land Owner's Allocation to the Land Owner as per the terms of this Agreement.

For Upal Chandra H-1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000


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7.5. The Developer shall be solely responsible for all obligations towards the applicants/ allottees/ customers/ buyers/ purchasers of the Developer's Allocation including for handing over the possession of any part/ portion of the Developer's Allocation to such applicants/ allottees/ customers/ buyers/ purchasers. The Developer shall make payment and be liable for payment of any compensation/ penalties/ charges to the allottee/ purchasers/ buyers/ lessee/ applicants of the Developer's Allocation.

7.6. The standard/ consistent terms of the documents pertaining to sale/ transfer/ allotment of the Land Owner's Allocation and the Developer's Allocation, shall be discussed and agreed upon by the Parties prior to the registration of the Project with UPRERA.

8. **FINANCING.**

8.1. The Developer shall be entitled to mortgage the Developer's Allocation including full parcel of land in favour of any bank/ financial institution for the finance of the Project. The Developer shall be solely liable and responsible for the repayment of the loan, without any recourse or liabilities or obligations to the Land Owner, and shall keep the Land Owner indemnified in this regard at all times.

8.2. The Land Owner shall render all necessary cooperation for the necessary documents to enable the Developer to obtain the loan for the development of the Project in the manner agreed herein.

8.3. The Developer agrees, undertakes and confirms that the Land Owner shall not have any liability, monetary or otherwise, for the repayment of the loan facility obtained by the Developer (including any interest, costs, penalties damages, etc.). The Developer agrees and acknowledges that the Land Owner shall not be required to provide any guarantee or security or surety in relation to the loan facility to be obtained for the Project. The Developer undertakes that the loan facility along with interest thereon shall be repaid and discharged by the Developer from its own sources or out of sale proceeds of the Developer's Allocation.

8.4. The Developer further undertakes that as and when possession of any unit(s) in the Project is given to the purchaser, the Developer shall get released, the mortgage created, if any, in respect of such unit(s) of which possession is intended to be given on completion of the Project.

8.5. In the event of any enforcement of mortgage/ charge, leading to transfer or assignment/ attachment of the Project/ Project Land or part thereof, the Developer shall be liable to bear all liabilities, costs, damages, fines, penalties, order if any of any court or judicial authority(ies), as also the counsel/ advocates fees etc., including repayment of any loan, facility availed and, or interest thereon.

9. **TAXES, RATES AND CESS.**

9.1. The GST and all other levies payable to any Governmental Authority or any local authority in respect of the sale of units/ spaces in the Project shall be collected/ recovered by the Parties from the allottees of units earmarked and allocated in their respective name in the Project.



For Further Information

Uttar Pradesh Sahasra Shiksha Yojana

- 9.2. Each Party shall strictly be responsible for its direct tax and, or indirect tax liabilities, if any, in respect of their respective allocation hereunder and shall keep the other Party thereto indemnified from and against the same at all times. From the date of Completion of the Project and at all times thereafter, the Developer and, or subsequent buyers shall be responsible for all levies/ charges/ taxes payable in respect of the units under Developer's Allocation, and the Land Owner and, or subsequent buyers shall be responsible for all levies/charges/taxes payable in respect of units under Land Owner's Allocation.
- 9.3. The Parties agree that in case any unit(s) in the Project is retained by the Land Owner and, or the Developer from unit(s) in their respective allocation, after the receipt of the completion certificate of the Project, such Party shall be solely responsible for the indirect tax liability, if any, in respect of such units retained by the Land Owner/ Developer.

10. MAINTENANCE OF THE PROJECT.

- 10.1.1 In order to provide necessary maintenance and upkeep services in the Hi-Tech Township, the Land Owner may, appoint anybody corporate, association etc. ("**Maintenance Agency**") as the Land Owner in its sole discretion may deem fit. The maintenance, upkeep, repairs, lighting security etc., of the Hi-Tech Township, landscaping and township common area, will be maintained by such Maintenance Agency for city-level maintenance. The Developer/ Apartment Owners Association (AOA) agrees and consents to the said arrangement between the Land Owner and the Maintenance Agency.
- 10.1.2 The Developer hereby expressly agrees that the Developer and, or the allottees/ owners of the Developer's Allocation ("**Developer's Allocation Allottees**"), shall execute a maintenance agreement with the Maintenance Agency as and when called upon by the Land Owner/ Maintenance Agency.
- 10.1.3 The Developer further agrees that the Developer and, or the Developer's Allocation Allottees shall duly comply with the terms of the Maintenance Agreement and shall also pay appropriate city-level maintenance charges which shall be fixed by the Land Owner or its nominated Maintenance Agency from time to time depending upon the maintenance cost. In the event, that the Developer and, or the Developer's Allocation Allottees default in payment of the maintenance charges and/ or any other charges under the maintenance agreement, then the Developer and, or the Developer's Allocation Allottees shall be liable to pay default interest at the rate captured in the Maintenance Agreement, failing which the Maintenance Agency shall have the right to disconnect the maintenance services without prejudice to any other right available to the Maintenance Agency.
- 10.1.4 The landowner/ nominated maintenance agency shall be entitled to recover the city-level maintenance charge as applicable at the time of signing of maintenance agreement on FAR. It is also agreed between the parties that the maintenance will be charged after 6 months from the date of receipt of the occupancy certificate.

11. PROJECT MONITORING.

For Upal Chandra Hi-Tech Developers Pvt. Ltd.


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11.1.1 Upon the occurrence of any Force Majeure Event, which directly and substantially restricts the ability of the Developer to continue with the construction and development of the Project, the Developer shall be obligated to notify the Land Owner as soon as practicable but not later than 7 (seven) days of the occurrence of Force Majeure Event about such failure of the Developer to carry out the construction and development, along with the details of the Force Majeure Event and inform the Land Owner about the remedial measures. Subject to the receipt of the notice from the Developer of the occurrence of the Force Majeure Event within the aforesaid timelines, and the Developer is in due compliance with all the terms and conditions of this Agreement and no Event of Default (*as defined hereinafter*) having occurred, then timelines set out in this Agreement shall be extended by the Land Owner for the period during which period such Force majeure Event subsists. Upon the subsidence of the Force Majeure Event, the Developer shall commence the construction and development of the Project. The Developer hereby agrees and undertakes that the Developer shall not have any claims of any nature whatsoever, whether monetary or otherwise, against the Land Owner on account of any occurrence of any Force Majeure Event.

11.1.2 The landowner, if it feels necessary may nominate any person to inspect the development of project with prior intimation to the developer and the developer shall not have any objection with respect to the said inspection.

12. INDEMNIFICATION.

12.1.1 The Developer hereby without protest or demur, irrevocably and unconditionally undertakes to indemnify and keep the Land Owner its directors, employees, successors, and affiliates ("**Indemnified Parties**") indemnified, defend and hold harmless, against all losses, liabilities, expenses, actions, suits, fines, costs, proceedings actions or demands, of any kind or nature whatsoever including but not limited to full legal costs including attorney fees and claims ("**Losses**") incurred by the Indemnified Parties, agents arising out of or in connection with:

- (i) any of the representations, warranties, statements, undertakings, covenants and assurances made by the Developer is found to be false, fraudulent or misleading;
- (ii) non-compliance with the terms and conditions of the Approvals including the Developer's Approval;
- (iii) non-compliance or violation of the Applicable Laws including relevant Policies;
- (iv) breach of any terms, conditions, undertakings, covenants and assurances by the Developer set forth in this Agreement;
- (v) not obtaining the Developer's Approvals within the timelines prescribed under this Agreement;
- (vi) any third-party claims including from any other Governmental Authority, including any liability, amount, claims, costs and expenses under the Applicable Laws



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including relevant policies, due to the breach of the obligations of the Developer under this Agreement;

- (vii) due to the quality of the construction of the Project;
- (viii) any defects of any nature whatsoever in the Project including the Land Owner's Allocation;
- (ix) due to any accident or injury sustained by any workmen, labourers, Contractors, employees, visitors and any other person;
- (x) negligence, default and fraud by the Developer, Contractors, sub-contractors, labourers, workers, employees, personnel, suppliers etc.;
- (xi) any default by the Developer regarding the repayment of any financial facility, including any interest, penalty, charges, damages, etc. in relation thereto, availed by the Developer;
- (xii) due to the enforcement of the mortgage by the lender over the Developer's Allocation and/ or the Project Land;
- (xiii) any disputes with the applicants/ allottees/ customers/ buyers/ purchasers of the Developer's Allocation of any nature whatsoever;
- (xiv) any penalties, cost/charges, expenses, etc. demanded by any Governmental Authority, including UPRERA and GDA, due to any action and, or omission of the Developer, Contractors, sub-contractors, labourers, workers, employees, personnel, suppliers etc.;
- (xv) disputes in relation to the labourers, workmen, contractors, supervisors, consultants, surveyors etc. hired/ engaged in relation to the Project;
- (xvi) due to any delay in Completion of the Project;
- (xvii) due to any delay in completion and handing over of Land Owner's Allocation to the Land Owner;
- (xviii) non-compliance with the Applicable Laws including with respect to any liability, responsibility and accountability for any non-compliance, omission, commission, breach or any violation of the provisions as contained in RERA or any Applicable Laws; and
- (xix) For any costs, expense, Losses, damages caused or arising out of any act of omission or commission or due to any negligence on the part of Developer or its employees, agent or representative.
- (xx) However the developer shall not be responsible for the litigation with respect to the title of this project land.



- 12.1.2 The indemnification rights of the Indemnified Parties under this Agreement are independent of, and in addition to, such other rights and remedies as the Indemnified Parties may have under the Applicable Laws or in equity or otherwise as agreed in this Agreement.

13. GOVERNING LAW AND DISPUTE RESOLUTION.

14.1 Governing Law.

This Agreement shall be governed and interpreted by and construed in accordance with the laws of India, and the courts at Ghaziabad shall have exclusive jurisdiction.

14.2 Dispute Resolution.

In the event of any disputes, differences, controversy or claims in connection with this Agreement (including, without limitation: (i) any interpretation or implementation of this Agreement; (ii) any contractual rights, obligations, or liabilities; and (iii) any issue as to the existence, validity or termination of this Agreement) ("**Dispute**") shall at first instance be amicably settled between the Parties within 30 (thirty) days after a Party has delivered to the other Party a written request for such consultation.

- 14.2.1 Any Dispute not resolved through joint discussions, within 30 (thirty) days of it having arisen shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 as amended from time to time. The Arbitration Tribunal shall consist of 3 (three) arbitrators ("**Arbitration Tribunal**"), 1 (one) to be appointed by the Land Owner and 1 (one) to be appointed by the Developer. The 2 (two) arbitrators so appointed shall appoint the 3rd (third) arbitrator within 15 (fifteen) days from recommendation.

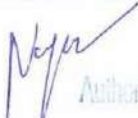
- 14.2.2 The seat and venue of the arbitration shall be at Ghaziabad. All proceedings in any such arbitration shall be conducted in English. The arbitration award made by the Arbitration Tribunal shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The award shall be in writing.

- 14.2.3 The Developer hereby agrees and undertakes that notwithstanding any Dispute between the Developer and the Land Owner, the Developer shall not under any circumstances, and for any reason whatsoever seek any injunction, stay, embargo, on the Project and the Project Land including seeking any stay on the construction and development of the Project.

14. MISCELLANEOUS.

- 15.1 The construction and development of the said Project by the Developer shall not be in any way treated as a partnership or a joint venture between the Land Owner and the Developer nor will it be treated as an agreement for sale by the Land Owner to the Developer, the intention being that the Developer have been given only a right to develop the said Project. It is hereby expressly recorded that the Land Owner and the Developer have undertaken their respective obligations and are entitled to the rights specified hereinabove on their own account and on a

For Uppal Chadha IITech Developers Pvt. Ltd.


Authorised Signatory

For Prasu Buildcon LLP


Authorised Signatory



principal-to-principal basis and not on behalf of or on account of or as an agent of the other. Each Party shall bear and pay their own Income Tax and other applicable taxes in respect of the realizations received from the said Project as well as comply with all other provisions of the relevant Applicable Laws applicable to each of them.

- 15.2 The correspondence between both parties shall be addressed to the address mentioned in the Title Clause of this Agreement. If in future there are any changes in the address as mentioned, either party has to inform to other about the changes within 7 (seven) days of such changes under registered post.
- 15.3 All the terms and conditions of this Agreement shall apply to all the legal heirs, legal representatives, partners, agents, and attorneys of both Parties.
- 15.4 Any additions, deletions, amendments, alterations and, or modifications to any of the terms, conditions, covenants, stipulations and provisions hereof, shall be valid, effective and binding on the Parties hereto, only if the same are recorded in writing and are duly signed and executed by or on behalf of the Parties hereto.
- 15.5 If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision or provisions held to be invalid or unenforceable and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
- 15.6 The cost of stamp duty and registration charges of this Agreement and the GPA shall be borne solely by the Developer.
- 15.7 The Developer shall not assign any rights and obligations contained herein to any person without the prior written consent of the Land Owner.
- 15.8 The failure of any Party to insist, in one or more instances, upon strict performance of the obligations of this Agreement, or to exercise any rights contained herein, shall not be construed as waiver, or relinquishment for the future, of such obligation or right, which shall remain and continue in full force and effect.
- 15.9 It is expressly acknowledged, declared, confirmed, agreed and understood by and between the Parties hereto that this Agreement supersedes all documents/ writings executed or exchanged between the Developer and the Land Owner in relation to the Project, and that this Agreement represents the entire agreement and understanding between them regarding the subject matter hereof.

For Uppal Choudhary Tech Developers Pvt Ltd


Authorized Signatory

For Prasu Buildcon LLP

Authorized Signatory



For Press and Publications

Government of Uttar Pradesh

IN WITNESSES WHEREOF the Parties hereto have set their hands and have signed this Agreement at the place and on the day, month and year first written herein above, and in the presence of the following witnesses:

SIGNED, EXECUTED & DELIVERED BY:

For **UPPAL CHADHA HI-TECH DEVELOPERS PRIVATE LIMITED.**


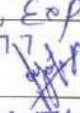

(AUTHORISED SIGNATORY)
LANDOWNER

SIGNED, EXECUTED & DELIVERED BY:

For **PRUDENT BUILDCON LLP.**

(AUTHORISED SIGNATORY)
DEVELOPER

WITNESSES:

- 1) Signature: 
Name: Dheeraj Kumar
Address: B-1803, Express Zenith
Sect-77, Noida
- 2) Signature: 
Name: Anuj K. Tyagi
Address: Wake Floor 76, FF. Sector-2
Wake city Ghaziabad

For Uppal Chadha Hi-Tech Developers Pvt. Ltd.


Authorised Signatory

For Prasu Buildcon LLP

Authorised Signatory

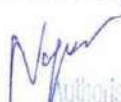


Kamaldeep Talyan

Regd. No. 6792
No. A-10 Tehsil Compound
Mob. 981188202



For Uppal Chadha Hi-Tech Developers Pvt. Ltd.


Authorised Signatory

For Prasu Buildcon LLP

Authorised Signatory

For Passer Building LLP

Authorised Signatory



सहकार, गजियाबाद

ANNEXURE-A

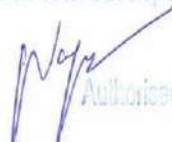
Guidelines for Group Housing Plot

(Wave City)

S No	Title
1.	Store/Yard
2.	Barricading/ Site Fencing
3.	Site Illumination
4.	Sanitation Facility & Labor Management
5.	House Keeping
6.	Water
7.	Transportation of Construction Materials
Pollution Control Measures	
8.	Storage of Construction Materials
9.	Vehicle Washing Facility
10.	Water Sprinkler
Miscellaneous	

1. Store/Yard Specifications

For Uppal Chandra Hi-Tech Developers Pvt Ltd.


Authorized Signatory

For Prasu Buildcon L


Authorized Signatory



For Registrar, Lucknow

Authorized Signatory

- 1.1 All activities relating to unloading, storage, testing, cutting, bending and fabrication of construction material shall be done only at earmarked locations within the plot boundary.
- 1.2 Storage area shall be barricaded with MS sheet up to 3m height with properly marked entry and exit gates.
- 1.3 Stacking of any Building material outside the Plot boundaries is strictly prohibited.
2. **Barricading/ Site Fencing**
 - 2.1 Entire construction site should be properly barricaded with properly marked entry and exit points.
 - 2.2 All external barricading shall comprise of colored corrugated sheets with a minimum height of 3.6 m.
 - 2.3 If the under construction tower is in proximity (less than 50 M) to any finished and handed over tower than an additional height of a dense green net of 6.4 m height shall be installed above the colored corrugated sheets fencing of 3.6m.
 - 2.4 No material, machine, equipment or labor should be allowed outside the barricading.
3. **Site Illumination**
 - 3.1 Entire Perimeter of the plot boundary should be properly illuminated at all times.
 - 3.2 The minimum illumination required for general construction activities shall be maintained by the Developer within the Plot Boundary with a requisite of 80 lux level
4. **Sanitation Facility and Labor Movement**
 - 4.1 There is a strict NO OPEN DEFECATION policy within the premises of WAVE City.
 - 4.2 The Developer is required to ensure a Toilet/Sanitation Facility serving density of 1 toilet per 25 labor.
 - 4.3 Labor movement outside the plot boundary should be duly regulated at all times.
 - 4.4 Labor shall be strictly discouraged to have meals, rest, roam around outside the plot boundary.
 - 4.5 The movement of labor from the construction site to the Labor camp should be regulated and carried out only by way of designated Vehicles.
 - 4.6 No labor huts shall be permitted outside the plot boundary. Upon violation of this requisite, the Company shall be at a rightful liberty to demolish/ remove the said huts without any prior intimation to that effect.
5. **House Keeping**
 - 5.1 The developer is required to setup a proper waste disposal mechanism [Collection and Disposal] during the entire subsistence of construction activities
 - 5.2 No Construction debris, waste materials shall be allowed to be disposed within the premises of WAVE CITY.
6. **Water**
 - 6.1 Water required for construction purposes should be arranged solely by the Developer/ Contractor by itself.
 - 6.2 The standard STP treated water is recommended and shall be preferable as no boring is allowed by the CGWA at site premises.



7. Transport of Construction Materials

- 7.1 Raw materials shall be transported in and out of the premises only by way of designated vehicles.
- 7.2 Overloading of transport vehicles inside WAVE CITY is strictly prohibited.
- 7.3 The Company reserves the right to deny entry/ exit of any vehicles found in violation of the above stated requisites
- 7.4 No damage shall be caused to any roads, services, plantation, footpath etc around the site boundary while making the entry exits to the site. Any such damage shall be rectified at the cost of the Developer/Contractor.

8. Pollution Control Measures

- 8.1 No raw construction material (Sand, aggregate, Cement) should be stacked all in one place at any point during construction
- 8.2 All materials must be covered with a green net & sprinkled with water so that no dust should mix into the environment and cause inconvenience/pollution within the premises

9. Vehicle washing facility

- 9.1 There should be a wheel washing facility at the entry/ exit point of the construction yard to ensure that the tyres of every vehicle leaving and entering the City premises are washed/ cleaned properly.

10. Water Sprinkler

- 10.1 Developer/ Contractor should set up a water sprinkler at the construction site in adequate quantity which should sprinkle water at specified time intervals in compliance with the National Green Tribunal norms.

Miscellaneous

11. The Developer shall be required to follow all drawings and conditions mentioned in the Approval letter/ drawings issued by GDA
12. A copy of the Sanction letter/ drawings to be made available at the site.

For Uppal Choudhary IT-Tech Developers Pvt. Ltd.

Authorised Signatory

For Prasu Buildcon LLP

Authorised Signatory



ANNEXURE – B

PAYMENT PLAN

Bank	Amount(Rs.)	Cheque No./RTGS	Branch
Bank of Baroda	4,00,00,000	RTGS	Abhay Khand, Ghaziabad
Bank of Baroda	7,74,00,000	RTGS	Abhay Khand, Ghaziabad
Bank of Baroda	5,00,00,000	0000008	Abhay Khand, Ghaziabad
Bank of Baroda	5,00,00,000	000009	Abhay Khand, Ghaziabad
Bank of Baroda	5,00,00,000	000010	Abhay Khand, Ghaziabad
Bank of Baroda	5,00,00,000	000011	Abhay Khand, Ghaziabad
Bank of Baroda	5,00,00,000	000012	Abhay Khand, Ghaziabad
Bank of Baroda	5,00,00,000	000013	Abhay Khand, Ghaziabad
Bank of Baroda	5,00,00,000	000014	Abhay Khand, Ghaziabad
Bank of Baroda	5,00,00,000	000015	Abhay Khand, Ghaziabad
Bank of Baroda	5,00,00,000	000016	Abhay Khand, Ghaziabad
Bank of Baroda	5,00,00,000	000017	Abhay Khand, Ghaziabad
Bank of Baroda	5,00,00,000	000018	Abhay Khand, Ghaziabad
Bank of Baroda	5,00,00,000	000019	Abhay Khand, Ghaziabad
Bank of Baroda	5,00,00,000	000020	Abhay Khand, Ghaziabad
Bank of Baroda	3,74,00,000	000021	Abhay Khand, Ghaziabad
TOTAL	80,48,00,000		

For Uppal Chadha IT-Tech Developers Pvt. Ltd.


Authorised Signatory

For Prasu Buildcon LLP


Authorised Signatory

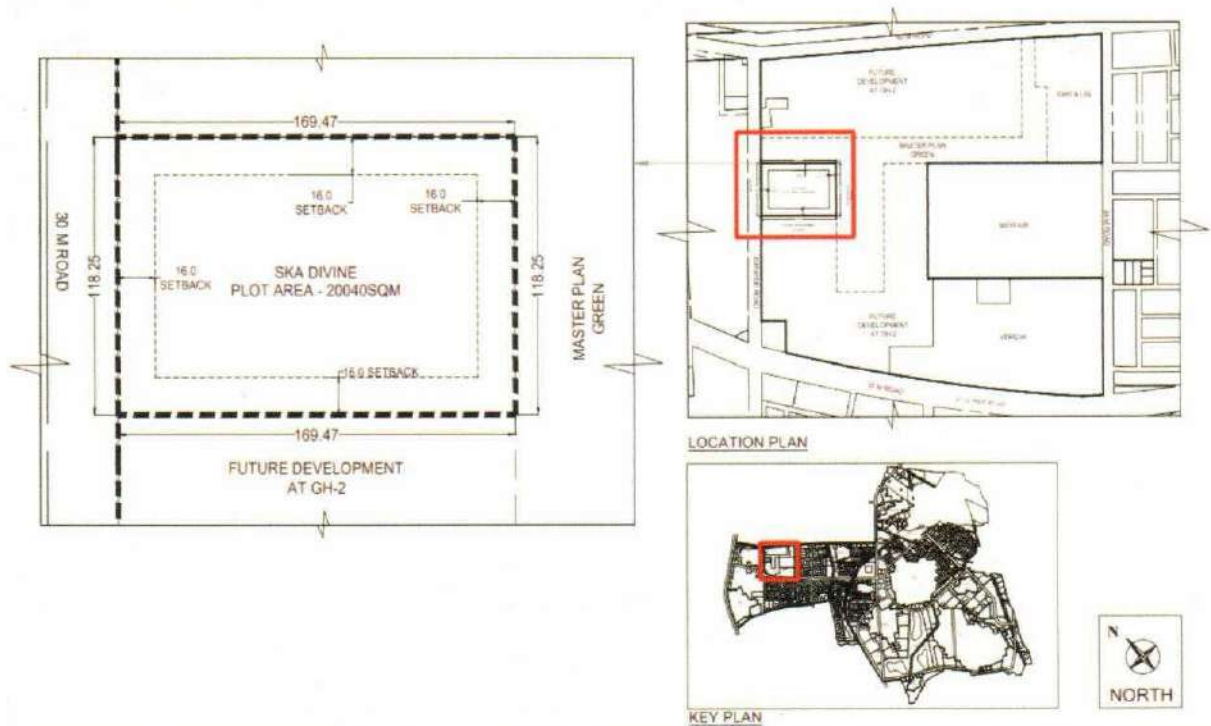


ANNEXURE-C

LAND AND MAP DETAILS

PLOT NO : SKA DIVINE AT GH-2, SECTOR-1, OAKWOOD ENCLAVE

PROJECT NAME - UPPAL CHADHA HI TECH CITY (WAVE CITY)



For Uppal Chadha Hi-Tech Developers LLP

[Signature]
Authorised Signatory

For Prasu Buildcon LLP

[Signature]
Authorised Signatory

Kamandeep Talyan

Advocate

Regd. No. UP-6792/05
Ch. No. A-10 Tehsil Compound GZF
Mob.: 9811990000

आवेदन सं०: 202400739082133

बही संख्या 1 जिल्द संख्या 21398 के पृष्ठ 109 से 172 तक क्रमांक
11235 पर दिनांक 05/09/2024 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वन्दना . चौधरी

उप निबंधक : सदर प्रथम

गाजियाबाद

05/09/2024

