

SALE DEED

Premises No : Apartment No._____ at ____ Floor in Tower No.__ in the
Project Gaur NYC Residences, falling in Plot No. GH-06,
Kingwood Enclave, Sector-03, Wave City, NH24, Ghaziabad,
Uttar Pradesh”

Village/ City : Kingwood Enclave, Sector-03, Wave City, NH24, Ghaziabad,
Uttar Pradesh

Carpet Area : _____ square meters (_____ square feet)

Consideration : Rs._____/ - (Rupees _____ only)

Value as per Circle rate : Rs._____/ - (Rupees _____
only)

Stamp duty paid : Rs._____/ - (Rupees _____ only) (As
per Consideration) (Rounded off)

BOUNDARIES:-

East - _____

West - _____

North - _____

South - _____

SALE DEED

This SALE DEED ("Sale Deed/Deed") is made and entered on this the ___ day of ___, 2023 at _____, District- _____, Uttar Pradesh,

By and Between

Gaursons Hi-Tech Infrastructure Private Limited, a private limited company incorporated under the provisions of the Companies Act 1956 and validly existing under the provisions of the Companies Act 2013 bearing corporate identification number U45201DL2006PTC145526, having its registered office at Office No-F-101, First Floor, Plot no 2/3, Ashish Commercial Complex, LSC, New Rajdhani Enclave, Delhi-110092, and its corporate office at Gaur Biz Park, Plot No.-1, Abhay Khand-II, Indirapuram, Ghaziabad-201010, Uttar Pradesh (PAN No. _____), (hereinafter referred to as the "**Vendor/Vendor/Company/Developer**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in interest, executors, administrators and permitted assignees), represented by its authorized signatory Mr./Mrs./Ms. _____ (Aadhaar no. _____) S/W/D/o _____, authorized vide board resolution dated _____ (attached herein); of the ONE PART.

IN FAVOUR OF

Mr./Mrs./Ms. _____, son/daughter/wife of _____ having Aadhar number and income tax permanent account number _____ aged about _____ years and residing at _____ (hereinafter called the "**Vendee**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees), of the **OTHER PART**.

*(The Vendor/Company/Developer and the Vendee, shall hereinafter together be referred to as the "**Parties**" and individually be referred to as the "**Party**")*

WHEREAS:

- A. The Housing & Urban Planning Department, Government of Uttar Pradesh keeping in view the mandates of the National and State Housing Policies, announced a Hi-Tech Township Policy as issued by Government Order No. 3189/Eight-1-07-34-Vividh/03, dated 16th August, 2007, which was revised by Government Order No. 3872/Eight-1-07-34-Vividh/03, dated 17th September, 2007 and Government Order No. 4916/8-1-07-34-Vividh/03, dated 27th August, 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 22nd November, 2003, to be known as the ("**Hi-Tech Township Policy**") to promote and facilitate private sector participation in the development of hi-tech townships with world class

Vendor/Company/Developer

Vendee

infrastructure and for which it invited proposals for development of hi-tech townships in the State of U.P.

- B. Accordingly, a High Power Committee was constituted by the Government of Uttar Pradesh for selection of developers which thereafter selected M/s. Uppal Chadha Hi-Tech Developers Private Limited ("**Original Vendor**") for the development of a Hi-Tech Township ("**Hi-Tech Township**") located at Sardar Kulwant Singh Chadha Marg, NH-24 near the town Ghaziabad in Uttar Pradesh – 201015.
- C. In terms of the Hi-Tech Policy, a Memorandum of Understanding / Amended / Revised Memorandum of Understanding was signed between the Ghaziabad Development Authority ("**GDA**") and the Original Vendor from time to time for the development of Hi-Tech Township.
- D. For the purpose of the development of Hi-Tech Township, the Original Vendor had acquired the requisite land through direct purchase apart from having been transferred some land by the GDA under the Hi-Tech Township Policy. Accordingly, the DPR/Revised DPR for the entire Township project submitted by the Original Vendor was approved by the GDA, comprising of 4500 acres (approximately) of land ("**Hi-Tech Township Land**") vide its Memo No. 758/Master Plan Section/2011, dated 22.07.2011 subsequently revised vide its Memo No 272/Master Plan/2013 dated 03.10.2013. Further, the Detailed Layout Plan was approved by the GDA vide its Memo No.354/Master Plan/794/Zone-5/2012-13, dated 28.02.13 subsequently revised vide the Memo No. 534/M.P./2013-14 dated 02.11.2013 and in pursuance to which a Development Agreement was signed between the GDA, and the Original Vendor, in terms of the Hi-Tech Township Policy of Uttar Pradesh Government.
- E. That the Original Vendor has developed the Hi-Tech Township under the name and style of "**WAVE CITY**" on the Hi-Tech Township Land and allotted the plots of different sizes to the prospective purchaser(s). Accordingly, the Plot No. GH-06, admeasuring 47735.55 Square Meters (Approx. 57091.71 Square Yards) falling in Kingwood Enclave, Sector-03, Wave City, NH24, Ghaziabad, Uttar Pradesh was sold in favour of the Vendor/Company/Developer by virtue of the Conveyance Deed dated March 31, 2023 duly registered in the office of Sub-Registrar, Sadar III, Ghaziabad, Uttar Pradesh on 31st March, 2023 in Book No. 1, Volume No. 17594 on pages 245 to 314 with registration number 3134.
- F. The said plot is earmarked by the Company/Developer for the purpose of developing a group housing complex.
- G. The Vendor/Company/Developer has registered the group housing complex in the name and style of "**Gaur NYC Residences**" ("**Project**"), upon the Project Land (*as defined herein*), under the provisions of the Act with the Real Estate Regulatory Authority at **Lucknow** on date _____ under registration no. _____;

Vendor/Company/Developer

Vendee

- H. The Vendor/Company/Developer is fully competent to enter into this Sale Deed and has completed all the legal formalities with respect to the right, title and interest of the Vendor/Company/Developer regarding the Project Land on which Project has been developed.
- I. The Vendee has seen all documents of titles, all other relevant papers, building plans etc. of the Project, and has fully satisfied himself/herself/themselves about the authority, power, right and title of the Vendor/Company/Developer and signed the Agreement to Sell dated _____ with the Vendor/Company/Developer and in pursuant where to the Vendor/Company/Developer has agreed to sell and the Vendee has agreed to purchase the apartment/unit no. _____ on _____ Floor of the tower _____ in the Project, having Carpet Area _____ sq. ft. (_____ sq. mtrs.) ("**Said Apartment/Unit**"), along with impartible and undivided pro-rata, proportionate share in the land of the Project for a total sale consideration of Rs. _____/- (Rupees _____ Only) on the terms and conditions appearing hereinafter.
- J. The Vendee has taken Housing Loan From _____
- K. The Parties have gone through all the terms and conditions set out in this Sale Deed and understood the mutual rights and obligations detailed herein;
- L. The Said Apartment/Unit shall be sold as an independent apartment/unit with undivided interest in the common areas and facilities of the Project subject to the description mentioned in the deed of declaration submitted under section 12 of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.
- M. The Parties hereby confirm that they are signing this Sale Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- N. 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 Sale Deed and all applicable laws, are now willing to enter into this Sale Deed on the terms and conditions appearing hereinafter;
- O. In accordance with the terms and conditions set out in this Sale Deed and as mutually agreed upon by and between the Parties, the Vendor/Company/Developer hereby agrees to sell and the Vendee hereby agrees to purchase the Said Apartment/Unit and the open/covered parking (if applicable) as specified herein.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances and promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. Definitions

Vendor/Company/Developer

Vendee

Act: means the Real Estate (Regulation and Development) Act 2016.

Applicable Law(s): means all statutes, enactments, acts of legislature or parliament, including the Act, ordinances, laws, rules, bye-laws, building bye-laws, regulations, notifications, guidelines, directives and orders of the state government, statutory, municipal, or regulatory authority (including those issued by the GDA), tribunal, board, court, including approvals, guidelines, requirement or other governmental restriction and whether in effect as of the date of this Sale Deed or thereafter.

Authority/UP RERA: means Uttar Pradesh Real Estate Regulation Authority.

Carpet Area: means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Common area: means

- (i) the entire land for the real estate project, or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
- (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
- (iii) the common basements, terraces, parks, playground, open parking areas and common storage spaces;
- (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii) all community and commercial facilities as provided in the real estate project;

Explanation: - community & commercial facilities shall include only those facilities which have been provided as common areas in the real estate project.

- (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use

Common Area Facilities: means all the facilities which will be developed for the use of allottees/occupants of the Project.

Government: means Government of Uttar Pradesh

Project: means the entire group housing complex being developed by the Vendor/Company/Developer on the Project Land in the name and style of “**Gaur NYC Residences**”, as outlined in the attached Layout Plan, labelled as "Schedule - __

Project Land: means the entire plot of land admeasuring 47735.55 square meters (approx. 57091.71 square yards) being the Plot No. GH-06, Kingwood Enclave, Sector-03, Wave City, NH24, Ghaziabad, Uttar Pradesh that has been sold and transferred in favour of the Company/Developer, as specified in the details outlined in Recital E of this Sale Deed and upon which the Project has been developed.

Project Maintenance Charges: means the monthly charges payable by the each allottee/occupant of the apartments/units within the Project to the Company/Developer and/or its nominated agency for maintaining various services like maintenance of security, cleaning of all the common area facilities inside the Project.

Regulations: means the regulation made under the Act.

Rules: means the rules for the state under the Act.

Total Area: - means the Carpet Area and the proportionate Common Area

***Note:** For the purpose of clarity, Common area maintenance charges and other facility charges are taken and calculated on the Total Area which includes Carpet Area and proportionate share in the Common Area.*

Township Maintenance Charges: means monthly charges payable by the each allottee/occupant of the apartments/units within the Project to the Company/Developer/nominated agency for maintaining various services like maintenance of security, cleaning of all the common area facilities inside the Township and which shall be transferred to Original Vendor or its nominated agency who is maintaining the same.

2. TERMS AND CONDITIONS:

- 2.1 That in consideration of the Vendee having duly remitted the sum of Rs. _____/- (Rupees _____ only) the receipt of which is hereby acknowledged by the Vendor/Company/Developer, signifying the complete and conclusive consideration, the Vendor/Company/Developer hereby effects the transfer and conveyance of the Said Apartment/Unit and both the Vendor/Company/Developer and the Vendee accept that aforesaid consideration is for the “Total Carpet Area as specified herein”. This transfer is in strict alignment with the Apartment's/Unit's, floor plan, and the Project plan and specifications. These aforementioned details are annexed herewith and distinctly marked as Schedule __, __, __, and __ within this Deed. Concurrently, this transfer includes the

associated rights, easements, and appurtenances, contingent upon the Vendee's commitment to adhere to and fulfil the terms and conditions detailed herein.

However, it is admitted, acknowledged and so recorded by and between the Parties that all other rights except what have been mentioned herein, lies with the Vendor/Company/Developer i.e. to carry out further construction in case of any change in the FAR, open spaces, parking spaces (except what has been conveyed herein) or tot-lots, public amenities, community building, convenient shopping spaces and other facilities and amenities will be under the sole ownership of the Vendor/Company/Developer who will have the full authority and power to use and/or transfer the same in any manner whatsoever and this Sale Deed is executed for the said Apartment/Unit of which the Vendor/Company/Developer has received all and full consideration of the sale price. It is agreed between the parties that Vendee shall have right to use only the common area as described in Deed of Declaration (DOD) as provided in the section 12 of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and facilities of the Said Apartment/Unit in Project.

- 2.2 The aforesaid consideration, inter alia, includes recovery of price of land, construction of [not only the Said Apartment/Flat but also] the Common Areas, internal development charges, external development charges, GST, cost of providing electric infrastructure, lift, water line and plumbing, finishing as per specifications, fire detection and firefighting equipment in the Common Areas, etc. all as per the specification attached and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment/Unit and the Project as specified in the Schedule ____ of this Deed.
- 2.3 That the Vendor/Company/Developer has handed over actual physical possession of the said Apartment/Unit to the Vendee at the time of execution of this Sale Deed and the Vendee hereby confirms to have taken over possession of the Said Apartment/Unit from the Vendor/Company/Developer, and the Vendee has checked and satisfied himself/herself/themselves as to the area of the Said Apartment/Unit, quality and extent of construction and items as per specifications in relation thereto and the Vendee has agreed not to raise any dispute at any time in future on this account.
- 2.4 That upon taking over possession of the said Apartment/Unit the Vendee shall have no complaint or claim against the Vendor as to any kind of delayed possession penalty as per the Act, any item of work, quality of work, material, area/size of Apartment or on any other ground whatsoever.
3. **REPRESENTATIONS BY THE VENDOR/COMPANY/DEVELOPER**
 - 3.1 The Vendor/Company/Developer has absolute, clear and marketable title with respect to the said Project Land; the requisite rights to carry out development upon the said Project Land and absolute, actual, physical and legal possession of the said Project Land for the Project;

- 3.2 The Vendor/Company/Developer has the right to execute this Sale Deed and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Vendee created herein, may prejudicially be affected;
- 3.3 The Vendee shall have exclusive ownership of the Said Apartment/Unit and is entitled to transfer and convey its right, title and interest in the Said Apartment/Unit and that the same is free from all encumbrances.
- 3.4 The Vendor/Company/Developer has not entered into any agreement to sell and/or sale deed or any other agreement/arrangement with any person or party with respect to the Said Apartment/Unit which will, in any manner, affect the rights of Vendee under this Sale Deed;
- 3.5 The Vendor/Company/Developer confirms that the Vendor/Company/Developer is not restricted in any manner whatsoever from selling the Said Apartment/Unit to the Vendee in the manner contemplated in this Sale Deed;
- 3.6 The Said Apartment/Unit shall be sold as an independent apartment/unit with undivided interest in the common areas and facilities of the Project subject to the description mentioned in the deed of declaration submitted under section 12 of the U.P. Apartment (Promotion of Construction Ownership and Maintenance) Act, 2010. However, the Vendee shall not have any title or ownership of the Common Areas in any manner whatsoever notwithstanding that Common Areas have been considered for the purpose of calculation of the super area of the Said Apartment/Unit.

4. REPRESENTATIONS BY THE VENDEE

- 4.1 The Vendee hereby acknowledges, understand, undertakes, agrees, accepts, affirms and confirms that:
- a) Vendee has agreed to bear all the expenses for completion of the Sale Deed including cost of stamp duty, registration fee and other expenses related to registration etc. as per applicable law, rules, and regulations.
- b) The Project is a part of the Hi-Tech Township i.e. Wave City and the layout plan of the Hi-Tech Township has been sanctioned by the GDA wherein land of various projects and purposes has been duly earmarked. The undivided interest in the common areas and facilities shall be confined up to this particular **Project** only (as defined above). The up keeping and maintenance of the Project will be carried out by the Vendor/Company/Developer or its nominee. The Vendee shall be liable to pay maintenance charges where at present the charges for maintenance is Rs. ____/- (Rupees _____ only) per apartment/unit per month (GST Additional), out of which Rs. ____/- (Rupees _____ only) per month shall be transferred to the Original Vendor or its nominated agency on account of the Hi-Tech

Township maintenance charges. Terrace/paved/green area shall not be considered for calculation of maintenance charges of respective Said Apartment/Unit. The said maintenance charges shall be escalated 10% every year and township maintenance also be escalated proportionately.

***Note:-** In future, if there is any increase in township maintenance charges by the Original Vendor or its nominated agency, then component of Township maintenance charges shall be revised accordingly in addition to revision of maintenance as per agreed terms.*

- c) In the event of any delay by the Government authorities in providing amenities such as road, electricity, sewer, and water supply, such delay shall not be attributed to the Vendor/Company/Developer and the same shall not affect the Vendee's liability to make the regular payment of the maintenance and other charges as agreed herein.
- d) That it shall be necessary to obtain a No Dues Certificate/NOC from the Vendor/Company/Developer in case of subsequent sale/transfer along with due incorporation of the particulars of the subsequent transferee(s) with the Vendor/Company/Developer, and the said NOC will be issued by the Vendor/Company/Developer upon payment of applicable administrative charges and transfer charges + taxes as applicable at that time, further in case any transfer charges are payable to GDA/Original Vendor that will be paid directly by the Vendee.
- e) That whenever the title of the said Apartment/Unit is transferred, in any manner whatsoever, it will be the responsibility of the transferor to pay the outstanding maintenance, transfer NOC charges of the Vendor/Company/Developer as applicable and other charges and obtain the No Dues of the Project from the Vendor/Company/Developer and/or its nominee(s)/RWA/AOA before effecting the transfer of the Said Apartment/Unit, failing which the transferee occupying the said Apartment/Unit shall have to pay the outstanding dues.
- f) The Vendee also understands that the membership fee and the terms & conditions for use of any amenities within the Project shall be such as may be prescribed/ decided by the Vendor/Company/Developer/ its nominated agency from time to time. The Vendee shall also strictly follow all the rules and it is clearly specified herein that amenities within the Project means amenities developed by the Vendor/Company/Developer particularly for the Project. The Vendee also understands that by buying the Said Apartment/Unit with the Vendor/Company/Developer, Vendee shall not get any right on the amenities/ facilities in the Township.
- g) The Vendee understands and acknowledges that the club facility, within the Project premises, shall be available for the use of residents of all the towers within the Project, subject to the payment of fees and the compliance with the terms & conditions as may

be prescribed/decided by the Vendor/Company/Developer and/or its nominated agency from time to time.

- h) The Vendee hereby understands, acknowledges, and accepts that a lounge facility is being developed on the roof of Tower A in the Project, which is intended solely and exclusively for the use of the residents of Tower A. Residents of Tower A shall be required to pay charges at the rate of Rs. 0.25/- per square feet per month, towards the maintenance of the lounge facility, in addition to the maintenance charges which are being paid towards the maintenance of the Project and the Hi-Tech Township. The residents of other towers shall have no right of access to this lounge and shall not raise any objections and/or claims against such exclusive access to the residents of Tower A.
- i) The Vendor/Company/Developer shall make provision for electronic vehicle chargers within the Project in accordance with the prevailing Green Building norms. However, the acquisition and installation, of EV chargers, the operation and maintenance of the charging stations and points shall be the sole responsibility of the RWA/AOA and the residents of the Project.
- j) The electricity connection shall be provided for the capacity as opted in the application form and also in accordance with all other Terms & Conditions as per the electricity supply agreement (if required),
Note: At the time of obtaining Completion Certificate/ Occupancy Certificate, Vendor/Company/Developer will apply for electrical connection, at that time there may be the following two scenarios:
 - 1) **Single Point Connection:** In this case Vendor/Company/Developer shall provide the infrastructure and meter to the Vendee. The proportionate security deposit with the concerned electricity/power authority will be deducted from the IFMS at the time of handing over the maintenance and common area of the project to the Resident Welfare Association (RWA)/Apartment Owner's Association (AOA).
 - 2) **Multi point Connection:** In this case, the Vendor/Company/Developer shall provide the infrastructure for electricity in the Said Apartment/Unit and the Vendee will apply directly for electricity connection to the concerned electricity/power authority/ UPPCL/PVVNL. The cost of the meter, installation, and security deposit shall be borne by the Vendee itself.
- k) That the power back-up facility will be provided through D.G. and its fixed and variable charges shall be payable by the Vendee and its rate depending upon the prevailing prices of fuel. The DG equipment and cabling shall be designed with 80% diversity factor. For example for 100 KVA load only 80 KVA capacity shall be installed. The D.G. back-up facility shall be subject to the policies of the Government and any modifications or alterations to the same in compliance with the changes in these policies shall incur additional charges for the allottees.
- l) The Vendor/Company/Developer shall charge for water supply charges at the rate of minimum Rs. ____/- (Rupees _____ only) per apartment/unit per

month or actual bill on basis of consumption whichever is higher and Common Area Electricity charges at the rate of minimum Rs. ____/- (Rupees _____ only) per apartment/unit per month or actual bill on basis of consumption whichever is higher. GST shall be charged additionally. These charges are apart from the maintenance charges. These rates shall be subject to escalation every year by minimum @ 10% per annum. Water meter cost shall be borne by the Vendee.

- m) The Vendor/Company/Developer shall be responsible to provide and maintain essential services in the Project, either itself or through its maintenance agency, till the taking over of the Project by the RWA/AOA upon the issuance of the completion certificate/occupancy certificate/deemed completion /deemed occupancy/part completion certificate or part occupancy certificate (as applicable). However, if the RWA/AOA is not formed within 1 year of the completion certificate/occupancy certificate/deemed completion/deemed occupancy/part completion certificate or part occupancy certificate (as applicable), the Vendor/Company/Developer will be entitled to collect from the Vendee amount equal to the amount of maintenance + 10% in lieu of price escalation every year for the purpose of the maintenance for next 1 year and so on.

The Interest Free Maintenance Security (IFMS) deposit is payable to the Vendor/Company/Developer totalling to Rs. ____/- (Rupees _____ only). Out of this amount a certain portion of IFMS shall be transferred to the Original Vendor or its nominated agency. Further the IFMS amount can also be used by the Vendor/Company/Developer for the replacement of any capital equipment or for any capital expenditure.

The balance amount of IFMS will be handed over to RWA/AOA at the time of handing over the maintenance and common area of the Project after the deduction of security deposit or any other deposit with any other statutory authority which was deposited earlier by the Vendor/Company/Developer or the Original Vendor for electricity connection and any further work for the Project. Further any outstanding charges due from the Vendee/residents on account of electricity maintenance or any other charges shall also be deducted from the total IFMS amount to be transferred to the RWA/AOA.

- n) The Vendee acknowledges and accepts that the Project is a part of the Hi-Tech Township, and all facilities and services in the Hi-Tech Township will be provided by the Original Vendor i.e. M/s. Uppal Chadha Hi-Tech Developers Private Limited.
- o) The Vendee acknowledges and accepts that several services of the residential units and the convenient shopping area, in the Project, are integrated. Such services include electric, plumbing, water, fire services, power back-up, sewer and other related facilities. The Vendee hereby confirms and accepts that the Allottee(s) shall not raise any objection on the usage of these facilities by the owner(s)/allottees of the convenient shopping area of the Project. .

- p) The Project consists of multiple towers that will be constructed in a phased manner, with the acquisition of the relevant part completion certificate/part occupancy certificate, completion certificate/occupancy certificate, deemed completion/deemed occupation for each tower. The final common areas, community building, gym, swimming pool, landscape, and other related facilities will only be handed over after the completion of all the towers. The Allottee(s) and/or RWA/AOA shall be liable to pay the entire maintenance charges and shall not be entitled to withhold or reduce the maintenance charges during the progression of such work.
- q) The Vendee shall not have any exclusive right, title or interest in any area outside the Project, and the same shall be shared by the Vendee along with other occupants, as per the Project guidelines to be formulated by Vendor/Developer as provided herein and as per the Applicable Laws.
- r) The Vendee accepts and acknowledges that the Project is part of Hi-Tech Township for which necessary agreements, MOUs and documents have been executed between M/s. Uppal Chadha Hi-Tech Developers Private Limited and Government of Uttar Pradesh/GDA and all the stipulations outlined in these agreements, MOUs and documents, including the Conveyance Deed and other terms and conditions of the Hi-Tech Township Policy shall be applicable to the Project Land and the Project and shall be binding upon the Vendee.
- s) The Vendee shall be liable for paying any charges under the Hi-Tech Policy demanded by the Government/Original Vendor on a pro-rata basis. Additionally, any demand and/or imposition, retrospectively or prospectively, including but not limited to farmer compensation, land use charges, freehold charges, metro cess, Ganga water tax, or trade tax, property tax, house tax, sewer tax, additional levies, rates, taxes, charges, cess, fees, and/or interest thereon arising out of any order/notification/circular/advisory or direction issued by the Central Government, State Government, GDA, or any other Statutory or other local authority(ies), department, or by the Hon'ble Supreme Court or any other court or judicial authority shall also be payable by the Vendee proportionately as per such order/notification/circular/advisory or direction. The Vendee is required to make these payments without objection or delay. In case any such demand of service tax, trade tax, property tax, house tax, water tax, sewer tax, rates, charges, fee, cess, levy, metro cess etc. is/are already paid by the Vendor/Company/Developer, the proportionate amount thereof will be payable and be paid by the Vendee and any default by the Vendee in making such payment in time would constitute a lien upon the said Apartment/Unit. The Vendor/Company/Developer undertakes and agrees that while raising a demand on the Vendee for increase in development charges, farmer compensation charges /cost imposed by the competent authorities, the Vendor/Company/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being

issued to the Vendee, which shall be payable along with subsequent demands and Vendee shall make payment of the same without any demur and shall not raise any objection for the same.

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

- t) The Vendee accepts and acknowledges that the convenient shopping area and the setback area located in front of the convenient shopping area, along with any connected covered or open areas connected to the convenient shopping, shall not constitute part of the Common Area. These designated areas shall consistently remain independent and under the ownership of the Vendor/Company/Developer, as also specified under the deed of declaration as per Section 12 of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, and the Vendor/Company/Developer shall have the freedom to retain or transfer the ownership of such areas to any other party.
- u) The entry and exit of the convenient shopping area are separate and the services for both the residential and convenient shop areas are common for all. Therefore, electricity and maintenance for the convenient shops shall be charged at the same rates as for residential units. The RWA/AOA shall not have the right to object to or interrupt the services of the convenient shop, and the convenient shop owners as long as they are regularly paying the electricity and maintenance charges to the RWA/AOA.
- v) The Vendee and/or the RWA/AOA shall not have the right to and are hereby expressly prohibited from altering, modifying or changing the name of the Project and/or making any alterations, modifications, or changes to the exterior elevation of the Project. This includes but is not limited to any adjustments to the architectural design, facade, or structural elements of the Project building and buildings/towers in the Project.
- w) That the Vendee shall not use the said Apartment/Unit, so as to cause any blockage or hindrance or nuisance of any nature whatsoever, to any of the apartment owners in the Project, common passages, terraces or common areas and facilities of the Project. The Vendee shall not keep or store any chemical, combustible or hazardous goods in the said Apartment/Unit.
- x) That the Vendee shall use the said Apartment/Unit for residential purposes only. However, if the Vendee uses or permits to use of the said Apartment/Unit for any purpose contrary to the permissible use, then in that event, the Vendor and/or its Maintenance Agency/its other Agents and/or the RWA/AOA shall be entitled to take

action in accordance with law and/or the policies of the Vendor/Company/Developer including any amendments thereto.

- y) That the Vendee shall keep the Said Apartment/Unit, the walls and partitions, sewers, drains, pipes and appurtenance thereto in good condition so as to support, shelter and protect the parts of the Project even other than the Said Apartment/Unit and shall abide by all laws, guidelines, bye-laws, rules & regulations of the State Government, Central Government, Ghaziabad Development Authority, municipal authorities and/or any other authorities/local bodies and shall attend, answer and be responsible for all such deviations, violations or breaches of any such conditions or laws, bye-laws and/or rules and regulations.
- z) That the Vendee shall not do or permit anything to be done in or about the Said Apartment/Unit which may tend to cause damage to any flooring or ceiling or any apartment over, below or adjacent to the Said Apartment/Unit or in any manner interfere with the use thereof or of spaces, passages or amenities available for common use. The Vendee hereby indemnifies the Vendor/Company/Developer against any penal action, damages or loss due to misuse for which the Vendee shall be solely responsible.
- aa) That the Vendee shall not change or cause to be changed any structure of the Said Apartment/Unit or any portion thereof and shall also not make or cause to be made any additions or alterations in the same or any part thereof, so as to cause blockage in any passage, verandahs, terraces etc. In the event of any non-compliance on this account, the Vendor/Company/Developer shall be entitled to remove the offending structure/nuisance at the cost of the Vendee and claim all costs on this account from the Vendee.
- bb) That the Vendee shall not remove any common walls of the Said Apartment/Unit including the load bearing walls and the partition walls/ structures common between the Vendee and the adjacent apartment holders. As there are hidden RCC Columns & RCC Shear Wall supporting whole structure, so no change is allowed.
- cc) That the Vendee, either directly or through the RWA/AOA, shall not raise any objection and shall not make any claim against the Vendor/Company/Developer or its nominees, lessee, licensee etc. if any part of the top roof/terrace on/above the top floor of any of the Project buildings is given on lease or hire by the Vendor or its agents for installation of hoardings, sign boards, antenna, satellite dishes, communications towers & equipment, advertisement purposes which does not form a part of the Apartment/Unit area paid for by the Vendee, in the said Project.
- dd) That it has been agreed between the Vendor/Company/Developer and the Vendee that save and except in respect of the Apartment/Unit hereby acquired by him, the Vendee

has no right, title, interest & claim of any nature or kind except the right of ingress and egress in respect of all or any of the common areas, such as roads, lobbies, stair case, corridor etc. The common areas, parks and roads shall remain undivided and neither the Vendee nor any other person shall take any action for partition or division of any part thereof and any covenant to the contrary shall be void.

- ee) That the parapet walls, ground floor, community building, basements, swimming pool, convenient shopping area and other space under ground floor and all open space in front of convenient shopping area and all unsold spaces, unsold apartments, unsold parking shall continue to be property of the Vendor and who shall be entitled to use or deal with for any purpose whatsoever. Any apartment owner or RWA/AOA will not be allowed for any type of encroachment/construction or claim on the above said area of the Project and/or the Group Housing Complex and including roads and lobbies.
- ff) No parking of car/vehicle is allowed inside the said Project complex except those apartment/unit owners, who have reserved the car parking space. Two wheeler, scooter, motor cycle, cycle or any vehicle will be parked within same parking space allotted to the Vendee, no other place will be provided/allowed for the same. The Vendor/Company/Developer also reserves its right to allot the un-allotted parking spaces in future after handing over the maintenance of the Project complex to the RWA/AOA. Any RWA/AOA or other owners of the apartments/units etc. shall not have any right over the un-allotted parking spaces.
- gg) The Vendee agrees that he/she/they will have to allow sweepers/maintenance staff etc. to enter in the Said Apartment/Unit and/or duct etc. for cleaning/maintaining/repairing of the pipes/leakage/seepage in the Said Apartment/Unit or any other apartment/unit and shall support the Vendor/Company/Developer and/or its nominees/staff to carry out any repair activities, as may be required. In case the Vendee fails to provide its support and/or causes any objections and hindrances to such activities, the Vendor/Company/Developer shall be entitled to stop the maintenance services and facilities.
- hh) The Vendee agrees that he/she/they will bear the cost & expenses for repairing any damages in the toilets/bathrooms/any other part of the other apartment/unit caused due to his negligence or wilful act. The Vendee will be liable and responsible for any damage to any equipment in the Project i.e. lift, fire fighting equipment, motor panels, water pumps or any other infrastructure in the common area occurs due to his/her/their negligence malfunctioning or wilful act.
- ii) The contents of the Said Apartment/Unit along with the connected structural part of the building shall be insured by the Vendee at his own cost against the fire, earthquake etc. The Vendor/Company/Developer after handing over the possession of the Said

Apartment shall in no way be responsible for safety, stability etc. of the structure. All charges towards insurance will be paid by the Vendee either by him individually or through society/ association collectively if so formed.

- jj) That as Per Section 14 (2) of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, after obtaining the completion certificate/part completion certificate/occupancy certificate/part occupancy certificate/deemed completion/deemed occupation of the Project, the formation of RWA/AOA shall be the joint responsibility of the Vendor/Company/Developer and the residents/apartment owners of the Project, The Vendor/Company/Developer shall get the RWA/AOA registered when such number of apartments/dwelling units have been handed over to the owners which is necessary to form an association or 60% of apartments, whichever is more, by way of sale, transfer or possession. In the compliances of the above, if the residents/owners of apartments in the Project including owners of convenient shops/unit of the Project fail to form the RWA/AOA then Vendor/Company/Developer/nominated maintenance agency can withdraw the maintenance services of the Project. Only common services related to residential part shall be transferred to the RWA/AOA and unsold apartments/dwelling units, unsold convenient shops, unsold parking and independent areas of limited common use shall not be handed over to the RWA/AOA and will be owned by the Vendor/Company/Developer and may be sold to any agency or individual as the case may be on any terms as the Vendor/Company/Developer would deem fit. The central green lawns and other common areas shall not be used for conducting personal functions, such as, marriages, birthday parties, etc.
- kk) The Vendee and/or the RWA/AOA are strictly prohibited from making any alterations, modifications, or changes to the exterior elevation of the Project. This includes but is not limited to any adjustments to the architectural design, facade, or structural elements of the Project and/or the building/towers in the Project. Further, the Vendee and/or the RWA/AOA shall not have right to and are hereby expressly prohibited from altering, modifying or changing the name of the Project.
- ll) The Vendee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Vendee in the Common Areas is undivided and cannot be divided or separated, the Vendee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Vendor/Company/Developer shall hand over the common area to the RWA/AOA, pursuant to its formation.
- mm) The Vendee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act 1934 and rules and regulations made there under 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 Vendor/Company/Developer with such permission, approvals which would enable the Vendor/Company/Developer to fulfil its obligations under this Sale Deed. Any refund, transfer of security, if provided in terms of the Sale Deed shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Vendee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- nn) The Vendee declares, agrees and confirms that the monies paid/payable by him towards the acquisition of the Said Apartment/Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively Money Laundering Regulations. The Vendee further declares and authorizes the Vendor/Company/Developer to give its personal information to any statutory authority as may be required from time to time. The Vendee further affirm that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within the knowledge of the Vendee. The Vendee further agrees and confirms that in case the Vendor/Company/Developer becomes aware and/or in case the Vendor/Company/Developer is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Vendor/Company/Developer shall, at its sole discretion, be entitled to cancel/terminate/reject this Sale Deed, pursuant to which, the Vendee shall not have any right, title or interest in any project and/or the Said Apartment/Unit neither have any claim/demand against the Vendor/Company/Developer, which the Vendee hereby unequivocally agrees and confirms.
- oo) The Vendor/Company/Developer accepts no responsibility in regard to the matters specified in the sub-clause (mm) and (nn) above. The Vendee shall keep the Vendor/Company/Developer fully indemnified and harmless in this regard.
- pp) Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Vendee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be

reserved for use by the Vendor/Company/Developer/maintenance agency and the association of Vendees formed by the Vendee after handover, for rendering maintenance services.

- qq) The Vendee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor/Company/Developer and thereafter the RWA/AOA and/or maintenance agency appointed by Association of Vendee. The Vendee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- rr) That the registration expenses such as cost of the stamp papers, registration fees and the execution charges have been paid by the Vendee and the Vendee will be responsible and liable for paying under stamp, deficiency in stamps and valuation of the said Apartment/Unit for the stamp duty. Any deficiency in the stamp duty as may be determined by the Sub-Registrar/concerned authority along with consequent penalties and deficiencies and interest as may be levied/imposed in respect of the Said Apartment/Unit conveyed by this Sale Deed shall be paid by the Vendee exclusively and the Vendor/Company/Developer shall not be liable and responsible to pay the same.

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

The Parties are entering into this Sale Deed with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

6. ENTIRE AGREEMENT

This Sale Deed, together with its accompanying schedules, represents the comprehensive agreement between the involved Parties pertaining to the subject matter herein. It is to be construed in conjunction with the terms and conditions outlined in the Agreement to Sell and the application form. However, in the event of any inconsistency between the provisions of this Sale Deed and/or the provisions of the application form, Agreement to Sell or any other agreement, correspondences, or arrangements – whether written or oral – existing between the Parties regarding the aforementioned Apartment/Unit, the provisions of the Sale Deed shall take precedence.

7. PROVISIONS OF THIS SALE DEED APPLICABLE ON VENDEE / SUBSEQUENT TRANSFEREES

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

8. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Sale Deed shall be construed and Enforced in accordance with the laws of India for the time being in force. That the High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning of this Deed.

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Sale Deed at Ghaziabad in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Vendee: (including joint buyers)

(1) _____

(2)

SIGNED AND DELIVERED BY THE WITHIN NAMED

Vendor/Company/Developer:

(1) _____

(Authorized Signatory)

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

Vendor/Company/Developer

Vendee