

**AGREEMENT FOR SALE
Residential Apartment
(EDEN)**

This Agreement for Sale ("Agreement") is executed at Ghaziabad on this ____ day of _____

BY AND BETWEEN

M/S UPPAL CHADHA HI-TECH DEVELOPERS PRIVATE LIMITED, (CIN No. U45201DL2004PTC128784), a company organized, incorporated, registered and existing under the Companies Act, 1956, having its registered office at M-4, Mezzanine Floor, South Extension Part-II, New Delhi – 110049 and corporate office at C-1, Sector-3, Noida, Uttar Pradesh – 201301, (PAN NO. AAACU7200M) acting through its Authorized Signatory, Mr./Ms. _____ (Aadhar No. _____) and Mr./Ms. _____ (Aadhar No. _____) who have been duly authorized by the Board of Directors of the Company, vide its Board Resolution dated _____ to sign and execute this Arrangement and to do all acts, deeds and things incidental thereto (hereinafter referred to as the **Developer** which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, subsidiaries, nominees, executors and permitted assigns) of **One Part**;

AND

- (i) **Mr./Mrs. (Aadhar No.) Son of/ daughter of/ wife of R/o (PAN NO.)**
- (ii) **Mr./Mrs. (Aadhar No.) Son of/ daughter of/ wife of R/o (PAN NO.)**

(hereinafter referred to as the **Allottee(s)** which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/ her/ their respective heirs, executors, administrators, legal representatives, successors and permitted assigns) of the **Other Part**.

The Developer/Promoter and the Allottee(s) shall hereinafter be collectively referred to as "Parties" and individually as "Party". The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Arrangement so demands.

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, 2008, which were issued in continuation of Hi-Tech Township Policy - 2003 announced by the Government of Uttar Pradesh vide Government Order No. 6087(1)/9-Aa-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 infrastructure and for which it invited proposals for development of Hi-Tech Townships in the State of U.P. accordingly, the High Power Committee constituted by the Government of Uttar Pradesh selected the Developer for the development of Hi-Tech Township ("Hi-Tech Township") at the location on NH- 24, District Ghaziabad, Uttar Pradesh.
- b. In terms of the Hi-Tech Policy, a Memorandum of Understanding/Amended/Revised Memorandum of Understanding were signed between Ghaziabad Development Authority (the "Competent Authority") and the said Developer/Promoter. The Developer/Promoter accordingly, submitted the Detailed Project Report / Revised Detailed Project Report / Detailed Layout Plan, which have been approved by the Competent Authority and in pursuance to which a Development Agreement has been signed between Competent Authority, and the Developer/Promoter, in terms of the Hi-Tech Township Policy of Uttar Pradesh Government.

- c. The Developer has accordingly purchased sizeable land parcel necessary to get the aforesaid detailed layout plan of the Project accepted and approved by the Competent Authority under the authorization of U.P. Government. Accordingly, the Developer/Promoter after having purchased land by virtue of various sale deeds/lease deed admeasuring (in aggregate or part as the case may be) 21135.99 Square Meters in GREENWOOD ENCLAVE, earmarked for residential development comprising of Residential Unit **Ground plus Thirty One (G+31) Floors**. (hereinafter referred to as the **"Said Residential Unit"**);
- d. The Developer is developing the Hi-Tech Township located on NH-24 near the town of Ghaziabad in Uttar Pradesh by the name of "Wave City" NH-24 comprising of various plots commercial/ residential of different sizes, expandable Residential built up Units/ Row Houses/ Flats/ Bungalows, High Rise- Apartments, Schools/ Educational Institutions, Hospitals/ Health Centre, corporate parks and retails centers, hotels / clubs, leisure areas etc. apart from all such areas that would be required for the development of a modern township in accordance with sanctioned plans and approvals and as envisaged under the Hi-Tech Township Scheme of the Government (for short the "Project").
- e. In terms of the Hi-Tech Township Policy the Developer/Promoter is in the process of developing Hi-Tech Township in terms of license(s) and/or sanction of layout plan/zoning plan/building plan granted/issued/approved by the Competent Authority. In furtherance thereof, the Developer/Promoter is carrying out development on the said Plot earmarked for residential building by the name of **"EDEN"** comprising of **Ground plus Thirty One (G+31) Residential Unit** Residential units of various sizes and dimensions (hereinafter referred to as the **"Said Project"**), the Project is more particularly described in **Annexure-A**;
- f. The Developer /Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Land on which Project is to be constructed have been completed;
- g. The Ghaziabad Development Authority has granted permission to develop the project vide approval/Sanctioned Plan dated **01 July 2024** bearing No. GDA/BP/23-24/1411;
- h. The Developer/ Promoter has obtained the final layout plan approvals for the Project from Competent Authority. The Developer/Promoter agrees and undertakes that it shall not make any substantial changes to these layout plans except as may be directed/allowed by the Competent Authority and for any such changes, the Allottee's consent shall irrevocably always be there;
- i. The Developer / Promoter has registered the Project under the provisions of the Real Estate Regulation & Development Act 2016 with the U.P. Real Estate Regulatory Authority vide **Registration No. _____**;
- j. That the Allottee has applied for the allotment of a Residential Unit in the said EDEN Project vide Application / Registration No. dated _____ and has been allotted Residential Unit No. , having Carpet Area of _____ **Sqm.**, (_____ Sq.Ft) **Type 3 BHK on Floor __, Tower No. __**, constructed on the Plot admeasuring 21135.99 Square Meters, situated at **Sector 5 (Greenwood Enclave) Wave City NH24, District Ghaziabad, Uttar Pradesh**, along with proportionate indivisible undivided share in land underneath and pro rata share in the common areas ("Common Areas") as defined hereinafter (hereinafter referred to as the **"Residential Unit"** more particularly described in **ANNEXURE-A** and the Floor Plan of the Residential Unit is annexed thereto as part thereof;
- k. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., as applicable to the said Project;
- l. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- m. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Promoter hereby agrees to sell and the Allottee(s) hereby

agrees to purchase the Residential Unit as specified in Para-j;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS IT IS HEREBY AGREED AND DECLARED BY THE AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

DEFINITIONS

In this Agreement, unless the context otherwise requires, -

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "Annexure" means an annexure appended to this Agreement;
- (c) "Government" means the State Government of Uttar Pradesh;
- (d) "Competent Authority" means Ghaziabad Development Authority;
- (e) "Rules" means the Rules made under the Real Estate (Regulation and Development) Act, 2016, as applicable in the State of Uttar Pradesh;
- (f) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016 as applicable in the State of Uttar Pradesh;
- (g) "Section" means a section of the Act;
- (h) Authority means Uttar Pradesh Real Estate Regulatory Authority.
- (i) "Allottee" means the person to whom a plot, Residential Unit or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the Developer/Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, Residential Unit or building, as the case may be, is given on rent;
- (j) "Carpet Area" means the net usable floor area of an Residential Unit, excluding the area covered by the external walls, area 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 Residential Unit;
- (k) "Common Area" means;
 - i) The entire land for the real estate project or where the project is developed in phases and registration under the Act is sought for a phase, the entire land for that phase;
 - ii) The stair cases, lifts, staircase and lift lobbies, fire escape, and common entrance and exits of building;
 - iii) The common basement, 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 services such as electricity, PNG, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy. Installations of services shared with other projects in the vicinity shall have proportionate share in the common area.
 - vi) The water tanks, sumps motors, fans compressors, ducts and all apparatus connected with installations for common use. The apparatus connected to Installations shared with other projects in the vicinity shall have proportionate share in the common area;
 - vii) All other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;

Interpretation

Words and expressions used herein and not defined, but defined in the Act, shall have the same meaning respectively assigned to them in the Act/Rules.

NOW THEREFORE, in consideration of, and subject to, the mutual covenants, agreements, terms and conditions contained herein, the mutual benefits to be derived there from and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase/acquire, the **Residential Unit** as specified in recital aforesaid as per specifications given in Annexure-A;
- 1.2 The Total Price/Consideration for the Residential Unit based on the Carpet Area of **Sqm** is **Rs. () ("Total Price")**; as per break up given in **"Annexure-C"**.
- (i) The Total Price above includes the booking/Application amount **Rs. _____** i.e. 10% of Total Basic Sale Price paid by the Allottee(s) to the Developer/ Promoter towards the Residential Unit, which shall be deemed to be the Earnest Money (the **"Earnest Money"**);
- (ii) The Total Price above excludes Taxes (all taxes paid or payable by the Developer/ Promoter by way of Goods and Service tax or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer/ Promoter) up to the date of handing over the possession of the Residential Unit;
- Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Developer/Promoter, the same shall be charged on such change/ modification;
- (iii) The Developer/Promoter shall periodically intimate to the Allottee(s), the amount payable as per the Payment Plan set out in **"Annexure-D"** and the Allottee(s) shall make such payment within 15 (fifteen) days from the date of such written intimation. In addition, the Developer/Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of the Residential Unit includes pro rata share in the Common Areas;
- (v) It is clarified that the above Total Price (AS MENTIONED IN CLAUSE 1.2) is exclusive of such additional charges, as clearly shown in **"Annexure C"**.
- 1.3 The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or township developer and/or any other increase in charges, which may be levied or imposed by the competent authority or the township developer from time to time. The Developer/Promoter undertakes and agrees that while raising a demand on the Allottee(s) for such increase in the development charges, cost/charges imposed by the competent authorities, the township developer shall enclose the said notification/order/rule/regulation/circular to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the Payment Plan set out in **"Annexure-D" (Payment Plan)**.
- 1.5 The Developer/ Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments at such rate which may be mutually agreed between the parties for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Developer/Promoter.

- 1.6 It is agreed that the Developer/Promoter shall not make any additions and alterations in the plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Residential Unit, without the previous written consent of the Allottee(s); Provided further that the Developer/Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act/Rules/Regulations and if deemed necessary by the Architects/Engineers/Professionals engaged for this purposes or if so required/approved by the "Competent Authority" and/or any other Authorities including any regulatory Authorities etc., the Developer may effect and make suitable alterations in the Layout Plans. Such alterations may include change in the area of the Residential Unit, the numbering plan of Residential Unit, which would stand consented by the Allottee(s). However, all major changes/alteration either at the instance of the Regulatory Authorities or otherwise, shall be in strict compliance with the rules and regulations applicable.
- 1.7 The Developer/Promoter confirms that the final Carpet Area that is allotted to the Allottee after the construction of the Building, the Completion/Occupancy Certificate is granted by the competent authority, only after furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Developer. If there is any reduction in the Carpet Area within the defined limit then the Developer shall refund the excess money paid by Allottee within 45 days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee and/or at the option of the Allottee, the excess money may be adjusted against the final milestone of the Payment Plan, payable by the Allottee at the time of offer of possession. If there is any increase in the Carpet Area allotted to Allottee, the Developer shall demand that excess amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2/ "Annexure-C" of this Agreement.
- 1.8 a) The right, title and interest in the Residential Unit shall be Endorsed in favour of the Allottee(s) by way of a Conveyance/Sale/Lease Deed/Sub-Lease Deed as may be applicable, executed by Developer in favour of the Allottee(s) subject to compliance of terms and conditions stipulated herein and as per the laws applicable at the time being in force, including but not limited to the Rules and Regulations of Competent Authority, any other the Authority and in accordance with the conditions of the Memorandum of understanding and Development Agreement executed between Developer/Promoter and Ghaziabad Development Authority.
- b) The Developer/Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Residential Unit as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Residential Unit, subject to terms of Conveyance/Sale/Lease Deed/Sub-Lease Deed, as may be applicable;
- (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas, as applicable. Since the share/ interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer/ Promoter shall convey undivided proportionate title in the Common Areas to the association of Allottees(s) as provided in the Act;
- (iii) The computation of the price of the Residential Unit includes recovery of price of land, construction of not only the Residential Unit, but also the Common Areas, internal development charges, external development charges, cost of providing fire detection and firefighting equipment in the Common Areas etc. and includes cost for providing all other facilities as provided within the Project except any

undetermined fees. Details as per Annexure-C.

- 1.9 It is made clear by the Developer and the Allottee(s) agrees that the Residential Unit shall be treated as a single indivisible unit for all purposes at all times. It is agreed that the Project is an independent, self-contained Project covering the said Land /parcel except for the purpose of integration of landscape areas, services and infrastructure (within various parcels, including parking wherever necessary) for the benefit of the Allottee(s). It is clarified that Project's facilities and amenities other than declared as independent area in deed of declaration shall be available for use and enjoyment of the Allottee(s) of the Project, as described in "Annexure-A".
- 1.10 It is understood by the Allottee(s) that all other areas i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with Real Estate Regulatory Authority and/or any other concerned competent authority to be filed in accordance with the Rules as applicable in the state of Uttar Pradesh.
- 1.11 The Developer/ Promoter agrees to pay all outgoings, subject to demand having been made or agreed with the Allottee(s) before Endorsing the physical possession of the Residential Unit to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, lease rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer/Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before Endorsing the Residential Unit to the Allottee(s), the Developer/Promoter agrees to be liable, even after the Endorse of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.12 The Allottee(s) has paid booking amount in the manner stated above under Clause 1.2 (i) being part payment towards the Total Price of the Residential Unit at the time of Application, the receipt of which the Developer/Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Residential Unit as prescribed in the Payment Plan as may be demanded by the Developer/Promoter within the time and in the manner specified therein:

Provided that if the Allottee(s) delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developer/Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Developer /Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque / Demand Draft or Online payment (as applicable) in favour of "UCHDPL- EDEN" payable at Delhi/NCR.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Allottee(s), 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 thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/Endorse of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Developer/Promoter to fulfill its obligations under this Agreement. Any refund, Endorse of security, if provided in terms of the Agreement 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 Allottee(s) 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.

- 3.2 The Developer/Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Developer/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Developer/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Developer/Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the Application/Allotment of the said Residential Unit applied for herein in any way and the Developer/ Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee(s) authorizes the Developer/Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer/Promoter may in its sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Developer/Promoter to adjust his payments in any manner.

5. TIME IS OF ESSENCE

Time is of essence for the Developer/Promoter as well as the Allottee(s). The Developer/Promoter shall abide by the time schedule for completing the Project and handing over the Residential Unit to the Allottee(s) and the Common Areas to the Association of the Allottee(s) after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee(s) shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer/Promoter as provided in the Payment Plan.

6. CONSTRUCTION OF THE PROJECT

The Allottee(s) has seen the specifications of the Residential Unit and accepted the Payment Plan, floor plans, layout plans shown/annexed along with this Agreement, which has been approved/ /revised/amended by the Competent Authority. The Developer/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer/Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, Floor Area Ratio and density norms and provisions prescribed by Competent Authority and shall not have an option to make any variation /alteration/ modification in such plans, other than in the manner provided under the bye-laws/Act, and breach of this term by the Developer/Promoter shall constitute a material breach of the Agreement, provided that any alteration required in terms of change in the norms of the authority, master plan, bye-laws or under direction of any authority or Government can be made by the developers/ promoters [under general/ standard consent of the Allottee(s), accorded herein].

7. POSSESSION OF THE RESIDENTIAL UNIT

7.1 Schedule for possession of the said Residential Unit:

The Developer/Promoter agrees and understands that timely delivery of possession of the Residential Unit is the essence of the Agreement. The Developer/Promoter, based on the approved plans and specifications (subject to any amendments made by the Competent Authority, as provided hereinafter), assures to hand over possession of the Residential Unit on or before **30-June-2029**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, public nuisance or riots or agitations and change in Governmental or Competent Authority's Policy, Directions, Laws (including, any Statute, Ordinance, Rule, Regulation, Judgment, Notification, Order, Judgment, Decree, Permission, License or Approval), including but not limited to, expropriation or compulsory acquisition by any Government/Competent Authority etc. of any part of the "Said Project" or

rights therein, affecting the regular development of the real estate project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Developer/Promoter shall be entitled to the extension of time for delivery of possession of the Residential Unit; provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this Allotment shall stand terminated and the Developer/Promoter shall refund to the Allottee(s) the entire amount received by the Developer/Promoter from the allotment within 45 days from that date and without interest. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/she shall not have any rights, claims etc. against the Developer/Promoter and that the Developer/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession

The Developer/Promoter, upon obtaining the Completion/Occupancy Certificate and/or part Completion/Occupancy Certificate from the Competent Authority shall offer in writing the possession of the Residential Unit, to the Allottee(s) in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Developer/ Promoter shall give possession of the Residential Unit to the Allottee(s) subject to execution and registration of Sale / Conveyance Deed. The Developer/Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/Promoter. The Allottee agree(s) to pay the maintenance charges, as determined by the Developer/ Promoter/ Association of Allottee(s), as the case may be. It is further agreed between the parties that upon achieving the last construction milestone and applying for the requisite Completion/Occupation Certificate and/or part Completion/Occupation Certificate with the Concerned Authority an offer of possession, in writing detailing the balance amount to be paid in terms of the Payment Plan and registration charges, stamp duty, legal expenses to be paid on registration and modus-operandi of handing-taking over possession etc., will be intimated/sent to the Allottee(s), which in any case shall be subject to obtaining requisite Completion/Occupation Certificate and/or part Completion/Occupation Certificate or such other certificates or documents which may be deemed grant of completion/occupation certificate.

7.3 Failure of Allottee(s) to take Possession of:

Upon receiving a written intimation from the Developer/Promoter as per Clause 7.2, the Allottee(s) shall take possession of the Residential Unit from the Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer/Promoter shall give possession of the Residential Unit to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in clause 7.2, such Allottee(s) shall be liable to pay to the promoter holding charges at the rate of Rs.2/- per month per sq.ft. of carpet area (in case of apartment) and at the rate of Rs. 1/- per month per sq. Ft. per month of plot area (in case of plot) for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Clause 7.2.

7.4 Possession by the Allottee(s)

After obtaining the occupancy certificate and handing over physical possession of the Residential Unit to the Allottee(s), it shall be the responsibility of the Developer/Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee(s)

The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act; Provided that where the Allottee(s) proposes to cancel/withdraw from the project

without any fault of the Developer/ Promoter, the Developer/ Promoter herein is entitled to forfeit the booking amount paid for the Allotment. The Promoter shall return 50% (Fifty Percent) of the balance amount of money paid by the allottee within 45 (forty five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the apartment / plot or at the end of one year from the date of cancellation/withdrawal by the allottee, whichever is earlier. The promoter shall inform the previous allottee the date of re-allotment of the said apartment / plot and also display this information on the official website of UP RERA on the date of re-allotment.

7.6 Compensation

The Developer/Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force;

Provided that no compensation shall be paid when such defect in title comes into being in a land allotted/ procured from any Govt./Authorities or Agency etc., which was acquired under any law or otherwise. Except for occurrence of a Force Majeure event, if the Developer/Promoter fails to complete or is unable to give possession of the Residential Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer/Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Residential Unit, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Developer/Promoter shall pay the Allottee(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Residential Unit.

- 7.7. It is hereby agreed that possession of Residential Unit shall be delivered by the Developer/Promoter to the Allottee(s) only upon registration of the Conveyance/Sale /Lease Deed/Sub-Lease Deed and subject to clearance of all dues and demands payable by the Allottee(s) to the Developer/Promoter up to the date of such possession as specified herein.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Developer/Promoter has clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project in terms of the Memorandum of understanding and development agreement executed between the developer/promoter and the Competent Authority;
- (ii) The Developer/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project, which may restrict Endorse or delivery of possession of the Residential Unit to the Allottee(s), save and except as mentioned in the Memorandum of Understanding and Development Agreement executed between the developer/promoter and the Competent Authority as already declared under the provisions of the Act;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Residential Unit, which may restrict Endorse or delivery of possession of the Residential Unit;
- (v) All approvals, licenses and permits issued / renewed by the competent authorities with respect

to the Project, said Land and Residential Unit are/shall remain valid and subsisting and have been obtained by following due process of law. Further, the Developer/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Residential Unit and Common Areas;

- (vi) The Developer/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Developer/Promoter has not entered into development agreement or any other agreement/arrangement with any person or party with respect to the part of the Land, including the Project and the said Residential Unit, which will, in any manner, not affect the rights of Allottee(s) under this Agreement;
- (viii) The Developer/Promoter confirms that the Developer/Promoter is not restricted in any manner whatsoever from selling the said Residential Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance/Sale Deed, the Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the Residential Unit to the Allottee(s) and the Common Areas to the association of the Allottee(s);
- (x) The said Land is not the subject matter of any Hindu Undivided Family (HUF) and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Land;
- (xi) The Developer/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) affecting as such the rights of the Allottees in respect of his/her/their Residential Unit, has been received by or served upon the Developer/Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1 Subject to the Force Majeure clause, the Developer/Promoter shall be considered under a condition of Default, in the following events:
 - (i) Developer/Promoter fails to provide ready to move in possession of the Residential Unit to the Allottee within the time period specified subject to any force-majeure event. For the purpose of this clause, 'ready to move in possession' shall mean that the Residential Unit shall be fit for occupancy, which is complete in all respects, as specified;
 - (ii) Discontinuance of the Developer/Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case of Default by Developer/Promoter under the conditions listed above, a non-defaulting Allottee(s) is entitled to the following:
 - (i) Stop making further payments to Developer/Promoter as demanded by the Developer/Promoter. If the Allottee(s) stops making payments, the Developer/Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any penal interest, however

Allottee(s) shall not have such right if he/they have already defaulted in making payment one or more installment; or

- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Developer/ Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Residential Unit, along with interest at the rate equal to MCLR (Marginal Cost of lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules within 45 days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer/promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Residential Unit.

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

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the (Apartment/Plot) in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit.
- (iii) Failure to execute the Conveyance/Sale Deed / Maintenance Agreement and/or any other document required to be executed and further fails to pay on or before its due date the Registration Charges, Stamp Duty, Taxes, Maintenance Charges, Maintenance Security or any increases in respect thereof, as demanded by the Developer/Promoter and/or its nominee and/or other Local Body.
- (iv) Assignment/ Endorsement of any interest of the Allottee(s) in the Residential Unit without prior written consent of the Developer/ Promoter or without payment of Administrative/ Endorsement Charges or not executing documents as asked by the Developer/ Promoter for assignment/ Endorsement, as applicable.
- (v) Dishonor/ Stoppage of payment of any cheque(s) including postdated cheque(s) given by the Allottee(s) for any reason whatsoever.

10. CONVEYANCE/SALE DEED OF THE SAID RESIDENTIAL UNIT

The Developer/Promoter, on receipt of complete amount of the Total Price of the Residential Unit under the Agreement from the Allottee(s), shall execute a Conveyance/Sale Deed and Endorse the title of the Residential Unit together with proportionate indivisible/undivided share in the land underneath within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorizes the Developer/Promoter to withhold registration of the Conveyance/Sale Deed in his/her favour till full and final settlement of all dues and stamp duty, registration legal expenses and registration charges to the Developer/Promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for

compliance of the provisions of Indian Stamp Act, 1899 and Registration Act as applicable in the State of Uttar Pradesh including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE BUILDING/ RESIDENTIAL UNIT/ PROJECT

- (i) The Developer/Promoter shall be responsible to provide and maintain either itself or through duly appointed Maintenance Agency, essential services in the Project till the taking over of the maintenance of the project by the Association of the Allottee(s).
- (ii) The Allottee(s) agrees and undertakes to enter into and execute a separate Maintenance Agreement with the Developer/Promoter/Maintenance Agency and follow the applicable rules mentioned therein, as the case may be (the "Maintenance Agreement") in relation to provision of "Maintenance Services" in the "Said Project" or separately appointed in relation to the said Project and Residential Unit. The "Maintenance Agreement" may *inter alia* specify the "Maintenance Services" to be provided in relation to the Residential Unit and the Said Project and the applicable Maintenance Charges" payable by the Allottee(s) in respect of the same.
- (iii) Further, the Allottee(s) shall pay the monthly Maintenance Charges to the Developer/Promoter/Maintenance Agency as the case may be as per bills raised by the Developer/Promoter/Maintenance Agency. The Allottee(s) shall pay prior to taking over the possession of the Residential Unit towards advance maintenance charges equivalent to 24 months maintenance charges and Interest-Free Maintenance Security Deposit (IFMSD) of Rs. ____/- per Sq. Ft. to contribute a sinking fund/reserve fund to be utilized for major repairs, replacement of machinery and/or other equipment used for proving maintenance services in the said Project.
- (iv) The Allottee shall maintain the Residential Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Residential Unit is taken and shall not do or suffer to be done anything in or to the building in which the Residential Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Residential Unit is situated and the Residential Unit itself or any part thereof without the consent of the local authorities, if required.
- (v) The Allottee shall carry out at his own cost all internal repairs to the said Residential Unit and maintain the Residential Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Residential Unit is situated or the Residential Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (vi) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Residential Unit is ready for use and occupancy, that is Offer of Possession, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the Residential Unit) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building(s). Until the Society or Limited Company is formed and the said structure of the building/s or wings is Endorsed to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution as may be decided as payable per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided

for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer/Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Developer/Promoter within a period of 5 (five) years by the Allottee(s) from the date of handing over possession, subject to usage guidelines of the premises/unit (where under it shall be basic responsibility of the Allottee to maintain the Residential Unit in good condition as was handed over), it shall be the duty of the Developer/Promoter to rectify such defects without further charge within 30 (thirty) days, and in the event of Developer/Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

12A. RIGHT OF ALLOTTEE(S) TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Residential Unit on the specific understanding that right to the use of Common Areas shall be subject to timely payment of maintenance charges, as determined and thereafter billed by the Developer/Promoter and/or maintenance agency appointed by Developer/Promoter or the association of Allottee(s) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee(s) from time to time.

13. RIGHT TO ENTER THE RESIDENTIAL UNIT FOR REPAIRS

The Developer/Promoter / maintenance agency /association of Allottee(s) shall have rights of unrestricted access of all Common Areas, for providing necessary maintenance services and the Allottee(s) agrees to permit the association of Allottees and/or Developer/Promoter /maintenance agency to enter into the Residential Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. GENERAL COMPLIANCE WITH RESPECT TO THE RESIDENTIAL UNIT

- (i) Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Residential Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Residential Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Residential Unit and keep the Residential Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- (ii) The Allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board/ nameplate, neon light, publicity material or advertisement material etc. on the face/ facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Residential Unit or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Residential Unit. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer/Promoter and thereafter the association of Allottee(s) and/or maintenance agency appointed by association of Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- (iii) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (iv) The Allottee(s) agrees and undertakes that the Allottee(s) shall not do or permit to be done, any of the following acts:
 - (a) To divide or sub-divide the Residential Unit in any manner, which is at all times required to remain a single unit.
 - (b) Store/ stock/ bring into/ keep in the Residential Unit any goods/ material/ fluid/ chemical/ substance of explosive/ hazardous/ combustible/ inflammable nature or anyact which has effect of doing so, either directly or through any of the Allottee(s)'s agents, servants, employees, licensees, or visitors, which may cause risk of fire, or which, on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building or neighboring Residential Unit/ buildings, and/or the assets of the other neighbors.
 - (c) The Allottee(s) shall not make any alteration in the Exterior/Façade of the Residential Unit. It is further agreed by the Allottee(s) that Developer shall through its authorized representative be allowed to inspect the Residential Unit with a reasonable notice to the Allottee(s) during the subsistence of this Agreement and/or Conveyance/Sale Deed.
- (v) The Allottee(s) further agrees, acknowledges and undertakes:
 - (a) To strictly follow the Building By-Laws and other Rules and regulation as prescribed by Competent Authorities from time to time and in force and Rules made by the Developer/ Promoter. The Allottee(s) further undertakes to follow the relevant Municipal By-Laws and Rules as may be applicable from time to time over the Residential Unit and to pay all applicable Taxes.
 - (b) The responsibility of provisioning of fire safety, public health services and general services shall be entirely of the Developer and Allottee(s) have to maintain.
 - (c) For the fit out inside the **Residential Unit** no wall / ceiling / mezzanine shall be constructed without the written permission of the Developer/ Promoter/ Maintenance Agency as the case may be. The false ceiling of the Residential Unit if any shall be so designed /constructed by the Allottee(s) in accordance with the fire safety rules and further to make provisions for smoke detector/ water sprinkler etc. The Allottee(s) shall further provide and install all fire safety and firefighting measures / equipment in the Residential Unit and shall abide by all fire safety rules & regulation. The Allottee(s) shall prepare and seek approval from the Competent Authority/ (ies), clearly marked and indicating the complete fire protection arrangements and means of escape/access for the Residential Unit with suitable legend and standard signs etc.
 - (d) The Allottee(s) will maintain the ambience of project. It will also be the responsibility of the Allottee(s) not to allow/ induct a new occupier/ tenant without taking prior written approval from the Developer/ Promoter/ Maintenance Agency on the nature of business that the new Allottee(s)/ Occupant/ Tenant wishes to conduct from the Residential Unit.

15. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE(S)

The Allottee(s) is entering into this Agreement for the Allotment of the Residential Unit with the full knowledge of all laws, rules, regulations, notifications, circulars applicable to the Project in general and this project in particular and that the Allottee(s) hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Residential

Unit, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Residential Unit at his/ her own cost.

16. ADDITIONAL CONSTRUCTIONS

The Developer / Promoter hereby declare that the Floor Area Ratio (FAR) available / applicable / utilized as on date in respect of the project land is within applicable norms and regulations. Developer /Promoter may plan to utilize additional FAR as may be available under applicable rules and regulations including but not limited to Purchasable / Metro / Green Building etc. or FAR available as incentive FAR by implementing various Scheme(s), Policy or Bye Laws, as announced by the Competent Authority or based on expectation of increased FAR, which may be available in future on modification of the Applicable Scheme, Policy or Bye laws, of a Competent Authority which are applicable to the said Project and for which adequate provisions have been made. The Developer/Promoter has disclosed the current FAR as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Premises/Unit based on the proposed construction and sale of Premises/Unit to be carried out by the Developer / Promoter by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to Developer/Promoter only including any future / planned enhancement(s).

17. DEVELOPER/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

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

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

19. BINDING EFFECT

Forwarding this Agreement to the Allottee(s) by the Developer/Promoter does not create a binding obligation on the part of the Developer/Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer/Promoter. If the Allottee(s) fails to execute and deliver to the Developer/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer/Promoter, then the Developer/Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee(s), which shall thereafter be open for registration for which the Developer/ Promoter shall serve a notice to the Allottee(s). In case this Agreement is not executed by the Allottee, the Promoter/ Developer shall have right to cancel the allotment/booking and refund the amount after deducting booking amount/ application money/ earnest money and the administrative charges as provided in this Agreement.

20. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Residential Unit.

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/ SUBSEQUENT ALLOTTEE(S)

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 Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the Residential Unit, in case of a Endorse, as the said obligations go along with the Residential Unit for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE

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

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

24. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the Carpet Area of the Residential Unit bears to the total Carpet Area of all the Residential Unit in the Project.

26. FURTHER ASSURANCES

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

27. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer/ Promoter through its authorized signatory at the Developer/Promoter's Office, or at some other place, which may be mutually agreed between the Developer/Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter, the same shall be open for registration at the office of the Sub-Registrar, under whose jurisdiction, the registration has to be done.

28. NOTICES

All notices to be served on the Allottee(s) and the Developer/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the

Developer/Promoter by Registered Post/Courier/Speed Post at their respective addresses given in the beginning of this Agreement

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

29. JOINT ALLOTTEES

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

30. GOVERNING LAW

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

31. DISPUTE RESOLUTION

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

32. GENERAL CLAUSES

- (i) The Allottee(s) acknowledges that the Developer/Promoter has provided all information & clarifications as required by the Allottee(s) and that the Allottee(s) has made his/her independent assessment and that he/she/it/they have made requisite enquiries in electing to buy the Residential Unit and that Allottee(s) without relying on any of the Developer/Promoter's sales and promotional material and is not influenced by any Architect Plans, Sales Plans, Sale Brochures, Advertisements, Representations, Warranties, Statements or Estimates of any nature whatsoever whether written or oral made by the Developer/Promoter/Representatives or otherwise including but not limited to any representations relating to description or physical condition of the Said Project and area of the Said Project and the Residential Unit (including the size and dimensions and any other physical characteristics thereof), the services to be provided by the Developer/Promoter, the estimated facilities/amenities to be made available to the Allottee(s) or any other data except as specifically represented herein but the Allottee(s) had also otherwise made investigation and after full satisfaction has made his own judgment in deciding to apply for allotment of the Residential Unit. There is no inducement or any promise/obligation by the Developer/Promoter save and except what is stated hereunder.
- (ii) The Allottee(s) agrees and acknowledges that the Allottee(s) has applied for Allotment of Residential Unit after having conducted requisite due diligence, examination and independent judgment and with full knowledge of all the Laws, Rules, Regulations, Notifications, statutory provisions applicable to the development, use and enjoyment of the Residential Unit and that the Allottee(s) has fully understood his rights, duties, responsibilities, obligations there under, and the Allottee(s) undertakes to abide by the same.
- (iii) The Allottee(s) shall be solely responsible and liable for any financial assistance as may be required by him for purchasing the Residential Unit. However, the Developer/Promoter will assist the Allottee(s) in this regard as a gesture of goodwill but not under any obligation. Though it is expressly agreed and understood but it is further to clarify that the Developer/Promoter shall not at all be liable and/or responsible in case loan is not granted to the Allottee(s) by the Bank/ Financial Institution for purchase of the Residential Unit.

- (iv) The "Developer" has made clear to the Allottee(s) that it may carry out extensive developmental/construction activities in future in the entire area falling outside the Said Project and that the Allottee(s) has confirmed that he/she/it/they shall not raise any objections or make any claims/ disputes before any before any court/forums/commissions/tribunal with regard to the same. Additionally, the Allottee also confirms that he shall not make any default in any payments as demanded by the Developer/Promoter on account of such inconvenience, if any, which may be suffered by him/her/them due to such developmental/construction activities or incidental/related activities and this undertaking shall survive throughout the occupancy of the Residential Unit by the Allottee(s), his/her/their legal representatives, successors, administrators, executors, permitted assigns etc.
- (v) Any delay or indulgence by the Developer/Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee(s) shall not be construed as a waiver on the part of the Developer/Promoter of any breach or non-compliance of any of the Terms and Conditions of this Agreement by the Allottee(s) nor shall the same in any manner prejudice the rights of the Developer/Promoter.
- (vi) Any notice or other writing required or permitted to be given here under (referred to in this Clause as a "Notice") to any Party shall be deemed to be sufficiently served if delivered personally, sent by prepaid registered post/mail or if transmitted by fax or other form of recognized communication at the address mentioned in the signed agreement.
- (vii) That where any payments are made by any third party by or on behalf of the Allottee(s), the Developer/Promoter shall not be responsible towards any such third party and such third party shall not have any right in Residential Unit, except as may be specifically consented to by the Developer/Promoter.
- (viii) That in case of death of the Allottee(s), the Residential Unit would be Endorsed to the legal heir(s) of the Allottee(s) on submission of the required documents, as per the Applicable Law.
- (ix) In the event the Allottee(s) gets his/her/their Residential Unit converted into freehold from Competent Authority under the scheme if any he shall do so on his own cost subject to the Terms and Conditions of Allotment.
- (x) If as a result of any law that may be passed by any Legislation, Rule, Regulation, Order or Notification that may be made and/or issued by Competent Authority or any other Authority including the Municipal Authority, and as a result of which the Developer/Promoter is unable to complete the Said Project, then the Developer/Promoter may, if so advised, though not bound to do so, at its sole discretion challenge the validity, applicability and/or efficacy of such Legislation, Rule, Order or Notification by moving the appropriate courts, Tribunal(s) and/or Authority. In such a situation, the money (ies) paid by the Allottee(s) in pursuance of this Agreement shall continue to remain with the Developer/Promoter and the Allottee(s) agrees not to move or to obtain specific performance of the terms of this Agreement, it being specifically agreed that allotment against this Agreement shall remain in abeyance till pending adjudication and further determination by the Court(s) / Tribunal(s)/ Authority (ies). However the Allottee(s) may, if he/she so desires, become a party along with the Developer/Promoter in such litigation to protect Allottee(s) rights arising under this 'Arrangement'. In the event of the Developer succeeding in its challenge to the impugned Legislation, Rule, Regulation or Order, as the case may be, it is hereby; agreed that this Agreement shall stand revived and the Allottee(s) shall be liable to fulfill all obligations as provided herein. It is further agreed that in the event of the aforesaid challenge of the Developer to the impugned Legislation, Order, Rule or Regulation does not succeed and the said Legislation, Order, Rule or Regulation becomes final, absolute and binding, then the Developer/Promoter will subject to the provisions of law/court order refund to the Allottee(s), the amounts attributable to the Residential Unit (after deducting interest on delayed payments, processing fee, and interest paid, due or payable, any amount of non- refundable nature) that have been received from the Allottee(s) by the Developer/Promoter without any interest or compensation of whatsoever nature within such period and in such manner as may be

decided by the Developer/Promoter and the Allottee(s) hereby agree that they will accept such Developer's decision, in this regard to be final and binding. Save as otherwise provided herein, the Allottee(s) shall not have any other right or claim of whatsoever nature against the Developer/Promoter under or in relation to this Agreement.

- (xi) The Developer has developed a Club/Community Hall and Convenient Shops for the purpose of social activities for the group housing ***EDEN and all future developments of this project (excluding Wave Executive Floors, Eligo and EWS/ LIG units) situated in Plot no. GH-08*** at Greenwood Enclave. The Developer shall have the sole right and discretion to award/grant memberships to the applicants and other occupants of the Project. The Allottee(s) further agrees that in case he/she wishes to obtain the membership of the Club, then he/she shall make an application/request to the Developer and seek its approval for the same. If and upon the Developer granting the approval, the Allottee(s) will have to pay all the Club Membership Registration Charges ("CMRC") and the club development expenses including taxes. The Allottee(s) after having agreed to avail the membership of the Club and has agreed to pay the Club Development expenses for the remaining facilities available at the Club and has also agreed to pay the CMRC without which, the Allottee(s) shall not be entitled to avail any facilities in the Club / Community Hall. The community Hall / Club shall be managed by the Developer and /or its nominees. The Allottee(s) shall not interfere in the management and/or maintenance of the club in any manner whatsoever. The Allottee(s) shall be entitled to avail the club facilities services only in compliance of the rules and regulations of the club.
- (xii) For all payments, the date of realization of the demand draft/ pay order/ cheque shall be taken as the date of payment. The dishonor of the demand draft/pay order/cheque for any reason, shall entitle the Developer to charge from the Allottee(s) an additional amount of Rs. 1000/- (Rupees One Thousand Only) towards loss of creditability, administrative & handling charges, without prejudice to other recourse available to the Developer/Promoter.
- (xiii) The Allottee(s) shall be entitled to a receipt, to be issued by the Developer/Promoter against every demand draft/ pay order/cheque issued by the Allottee(s), subject to the realization of the same.
- (xiv) The Allottee(s) shall pay the entire amount as per payment schedule on or before the due date specified for the same. No cash and part payment shall be accepted and if the Allottee(s) deposits any part payment of the Installment, the same shall constitute default in the payment.
- (xv) That in case the Allottee(s) has to pay any commission or brokerage to any person for services rendered by such person to the Allottee(s) whether in or outside India for acquiring the said Residential Unit for the Allottee(s), the Developer/Promoter shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Developer/Promoter for the said Residential Unit. Further the Allottee(s) undertakes to indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.
- (xvi) At the sole discretion of Developer/Promoter prior to payment of total sale consideration and other charges mentioned elsewhere herein along with interest thereon as agreed to be paid and prior to the execution of the Conveyance/Sale Deed, the Allottee(s) may assign/Endorse right to purchase the entire Residential Unit (not in parts), on payment of the Administrative Charges, at such rate as may be informed by the Developer/Promoter from time to time and on payment of Stamp Duty, Taxes, if any, demanded by the Concerned Authority on such Endorse. Any change in the name (including additions/ deletion) registered as Allottee(s) with the Developer/promoter will be deemed as Endorse for this purpose. The Administrative Charges for the Endorse of Residential Unit amongst family members (husband/wife and own children/ mother/ father) will be 25% of the normal Administrative Charges for every Endorse. The Claims, if any, between Endorser and Endorsee as a result of subsequent reduction/increase in the area or its location will be settled amongst themselves only and the Developer/Promoter will not be a party to it. It will be the responsibility of the Endorser to obtain and comply with the provisions of any applicable law of the Government of India / Government of Uttar Pradesh/ Competent Authority/ Municipal

Corporation which may charge unearned increase on the rate of the Land at the time of Endorse and the liability to pay this unearned increase including taxes in case of such Endorse shall be to the account of Allottee(s). Further, each and every Endorse shall have to be endorsed by the Developer/Promoter. In case, it is discovered otherwise, the Developer/ Promoter shall hold the original Allottee(s) whose name stands in the records of the Developer/ Promoter before such endorsement, liable in all eventualities of default and obligations.

- (xvii) The Allottee(s)/Endorser/Endorsee undertake to pay the applicable Administrative Charges from time to time as communicated by the Developer/Promoter for such Endorse, substitution and assignment (including towards the execution of any Agreement, Documents, or Contractual Agreement as may be required under any applicable law), together with arrears of installment(s) along with interest thereon due and also any applicable Stamp Duty, Taxes, Levies payable for such Endorse, Substitution /Assignment, shall be to the sole responsibility of and shall be payable by the Allottee(s) /Endorser / Endorsee prior to such substitution/ assignment.
- (xviii) Headings to the Clauses and Schedules of this Agreement are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Agreement.
- (xix) The Annexures/Schedules hereto form part of this Agreement and are expressly incorporated herein.
- (xx) The Parties agree that this "Agreement" may be executed in two counterparts, each one of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.
- (xxi) The instant Agreement is being executed in compliance of the Provisions of Real Estate Regulation Act (RERA), 2016 and if any amendment /insertion/deletion in the draft model agreement notified hereinafter by the state and/or central government, this agreement will be deemed to be amended/modified in so far as it may relate and be applicable, if deemed expedient a separate addendum may be executed between the parties.
- (xxii) In case of any contradiction with regard to interpretation of this agreement the same shall be overruled by the notified Model Agreement of Real Estate Regulatory Authority (RERA), UP.

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

<p>SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER For UPPAL CHADHA HI-TECH DEVELOPERS PVT. LTD.</p> <p>AUTHORISED SIGNATORY AUTHORISED SIGNATORY</p>	<p>Please affix photograph and sign across the photograph</p>
<p>SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE(S)</p>	
<p>1.</p>	<p>Please affix photograph and sign across the photograph</p>

2.	Please affix photograph and sign across the photograph
WITNESSES:	
1. Signature Name Address	
2. Signature Name Address	

AN NEXURE-A

Description of the Project:

EDEN, the 3 BHK Apartments are located at Greenwood Enclave, Wave City.

These Residential Units will be enclosed as a part of a gated community. The project features 3BHK residential units with dedicated car parking and elevators.

The project is strategically located on 57 meter wide road with Club house facilities at GREENWOOD ENCLAVE, Wave city. The Club house will be available for use to the residents of all future developments and phases (excluding Wave Executive Floors, Eligo and EWS/ LIG units) of this project situated in Plot No. GH-8, Greenwood Enclave, Wave City.

ANNEXURE-B

UCHDPL-EDEN_ FINISHING SPECIFICATION	
Description	Material Specification
Common area at Ground floor	
Tower Entrance Lobby & Lift Lobby Flooring	Stone/ Tile flooring
Lift Fascia cladding	Stone cladding
Staircase Tread and Risers	Stone
Staircase Railing	MS Railing
Wall and ceiling Finishes	Interior paint finish
Common area at Typical Floor	
Lift Lobby Flooring	Stone/ Tile flooring
Lift Fascia cladding	Stone cladding
Staircase Tread and Risers	Stone
Staircase Railing	MS Railing
Wall and ceiling Finishes	Interior paint finish
Living/Dining	
Wall	Interior paint finish
Floor	Tile
Skirting	100mm Tile
Ceiling	Interior paint finish
Internal Door	Laminated door
Main Door	Laminated door
External door/Window	UPVC D/W
Bedrooms	
Wall	Interior paint finish
Floor	Tile
Skirting	100mm Tile
Ceiling	Interior paint finish
Internal Door	Laminated door
Kitchen	
Wall	Tile Up to 600mm from counter top + Paint on Remaining Wall.
Floor	Tile
Skirting	100mm Tile
Ceiling	Paint finish
External door/Window	UPVC D/W
Counter Top	Stone Finish
Toilets	
Wall	Tile Upto 2100mm Height + remaining area Paint
Floor	Tile
Ceiling	Interior paint finish
Internal Door	Laminated door
External Window	UPVC D/W
CP Fittings	Standard CP fittings-Pillar Cock , Shower & Wall mixer
Chinaware Fitting	Standard Chinaware Fitting - WC & Wash basin
Balcony	

Flooring	Tile
Railing	MS Railing
Wall	Exterior Grade Paint
Ceiling	Exterior Grade paint

ANNEXURE -C

BREAK-UP OF COST OF APARTMENT

(Refer to Clause 1.2)

PROJECT	EDEN
TYPE OF APARTMENT	
TOWER NO.	
APARTMENT NO.	
CARPET AREA OF APARTMENT (SQM)	
CARPET AREA OF EXCLUSIVE BALCONY (SQM)	
SALEABLE AREA	
CAR PARKING	
BASIC COST OF APARTMENT	
ADDITIONAL:	
SOCIAL CLUB MEMBERSHIP CHARGES	
POWER BACKUP (For _ KW)	
ELECTRICITY METER CHARGES (For _ KW)	
IGL CONNECTION CHARGES	
Total	

* Taxes as applicable will charged as on demand.

* Charges such as Cam Charges, IFMSD/Sinking Fund or any other charges will be charged at the time of possession.

ANNEXURE -D

PAYMENT PLAN

S.N o.	Particular Name	Type	Due Date	Inst. %	Amount

* Taxes as applicable will charged as on demand.

* Charges such as Cam Charges, IFMSD/Sinking Fund or any other charges will be charged at the time of possession

Note: Shall be furnished before launch of the project.

ENDORSEMENT

1. I/We hereby assign all the rights and liabilities under this Arrangement in favor of:	I/We hereby accept all the rights and liabilities under this Arrangement assigned in my/our favor by:
ENDORSER(s)	ENDORSEE(s)

The above Endorse is hereby confirmed.

For M/s Uppal Chadha HiTech Developers Pvt. Ltd.

Authorized Signatory

Date :- _____