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INDIA NON JUDICIAL Government of Uttar Pradesh

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SIGNATURE.....

ACC NAME-UDIT BAISOYA ACC CODE-UP100UP14012704

ACC ADDRESS-SEC-33, NOIDA MOB. NO. 9071400002

LICENCE NO. 17412020-21 TEHSIL & DISTRICT G.B. NAGAR

Certificate No.	: IN-UP18148751951089T
Certificate Issued Date	: 28-Oct-2021 05:22 PM
Account Reference	: NEWIMPACC (SV)/ up14012704/ GAUTAMBUDDH NAGAR 1/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUP1401270425665547400543T
Purchased by	: E HOMES INFRASTRUCTURE PVT LTD
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: E HOMES INFRASTRUCTURE PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: E HOMES INFRASTRUCTURE PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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For E-Homes Infrastructure Pvt. Ltd.

Authorized Signatory

Part of Allotment Agreement

FLAT BUYER (S)

Bhaskar

Signature

Bela Saha

Statutory Alert:

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

AGREEMENT FOR SALE/LEASE

This Agreement for Sale/Lease ("**Agreement**") executed at Noida on this 5th (Date) day of February (Month), 2022 (Year), by and between

E-Homes Infrastructure Pvt. Ltd. (CIN no. U45303DL2008PTC173249), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Dasnac Annexe I, 28A Kasturba Gandhi Marg, New Delhi 110 001, (PAN AABCE9129Q) represented by its authorized signatory, _____, (Aadhar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership Firm]

N/A, a partnership firm/ LLP registered under the Indian Partnership Act, 1932 or LLP Act, 2008 as applicable, having its principal place of business at;

(PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide partners' resolution dated _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. Bharat Sardana, (Aadhar No. 771270084437) son / daughter of Late Sh. Bhim Sain Sardana, aged about _____ years, residing at RZ-T-145 U/G/F, Jain Colony, Part-1 Uttam Nagar, West Delhi - 110059 (PAN GLKPS5134L).


AND

Mr. / Ms. Mrs. Bela Sardana, (Aadhar No. 781713081015) son / daughter of Late Sh. Bhim Sain Sardana, aged about _____ years, residing at RZ-T-145 U/G/F, Jain Colony, Part-1 Uttam Nagar, West Delhi - 110059 (PAN CXXPS4594R).

AND

Mr. / Ms. N/A, (Aadhar No. _____) son / daughter of _____, aged about _____ years, residing at _____ (PAN _____).

For E-Homes Infrastructure Pvt. Ltd.


Authorized Signatory

FLAT BUYER (S)
Bharat
Signature
Bela Sardana

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

[OR]

[If the Allottee is a HUF]

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

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

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

DEFINITIONS:

For the purpose of this Agreement for Sale/lease, unless the context otherwise requires:

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

WHEREAS:

- A. The Promoter has acquired through a sublease deed dated 22.03.2013 registered in the office of sub-Registrar at Noida in Book no. 1, Volume no. 4900 at pages 149 to 182 as Document no. 3681 on 03.04.2013, the leasehold right, title and interest (in land measuring approximately 20,000 sq. m. (Twenty Thousand Square Meters) situated at GH-14, Eco City, Sector 75, Noida, G.B. Nagar, U.P. for development of group housing and permitted allied activities (hereinafter referred to as "Plot"), where the land for the Tower/Building/Block consisting the Apartment (hereinafter referred to as "Said Land") is situated. The Said Land is contained within the Plot that has been earmarked for the purpose of building group housing projects, to be constructed in various multi-storied blocks and multiple Phases (hereinafter referred as the "Project"), it being clarified;
- B. That this Agreement is confined and limited to in its scope only to the sale (sub-lease) of a flat in the specific Block in the group housing complex to be constructed, and not to other blocks and land which are not part of the footprint/ plan of the said Block. The terms sale and sublease have been used interchangeably in this Agreement and refer to transfer of Leasehold rights, as per the terms and conditions of lease laid down by NOIDA.

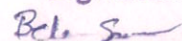
For E-Homes Infrastructure Pvt. Ltd.


Authorised Signatory

FLAT BUYER (S)



Signature



FLAT BUYER (S)
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- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which the relevant Block is to be constructed, have been completed. The Project is being developed in Phases and each Phase has its own independent legal identity as defined under the Act (each hereinafter referred to as a "Phase").
- D. New Okhla Industrial Development Authority ("NOIDA") has granted commencement certificate/ sanction letter to develop the Project in Phases *vide* various approval/sanction letters including revised sanction dated 5th November 2018 bearing no. III-237/1073;
- E. The Promoter has obtained the layout plan, sanctioned plans and approvals for the Current Phase from NOIDA. The Promoter agrees and undertakes that it shall not make any changes to these layout and sanction plans with respect to the Current Phase, except in strict compliance with section 14 of RERA and other laws as applicable;
- F. The Promoter has registered the Phase under the provisions of RERA with the Uttar Pradesh Real Estate Regulatory Authority with registration number UPRERAPRJ 498423 ;
- G. The Allottee had applied for an apartment in the Current Phase *vide* application dated _____ and has been allotted apartment no. A-2301 having carpet area of -162- square meter, type I, on 23rd floor in block no. -A- ("Building") along with usage right/ permit for parking -One- number of cars in the designated parking areas, as permissible under the applicable law and of undivided proportionate share in the common areas and facilities defined under clause (d) of Rule 2(1) of the UP Real Estate (Regulation and Development) Rules, 2016, only as per the deed of declaration under the UP Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011 as amended from time to time and submitted before the concerned authority (does not include Limited Common Areas and Independent Areas specified therein), subject to the terms of this Agreement ("Common Areas & Facilities"), (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B). It is abundantly clarified that the Project does not include any commercial facilities, as part of Common Areas & Facilities;
- Provided that right to parking spaces (if any) situated in the Current Phase shall be as per the deed of declaration of the Promoter under UP Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011 (as amended from time to time and submitted before the concerned authority), the Allottee shall adhere to said declaration as final and binding in all respects.
- H. The Parties have gone through all the terms and conditions set out in this Agreement and they have also understood the mutual rights and obligations detailed herein.
- I. It is clearly understood and unequivocally agreed by the Parties that:
- (i) Undivided proportionate share of the Allottee in Common Areas & Facilities shall be calculated

For E-Homes Infrastructure Pvt. Ltd.


Authorised Signatory

FLAT BUYER (S)

Bhaskar

Signature

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FLAT BUYER (S)

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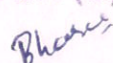
keeping in mind the proportion of carpet area of the Apartment vis-a-vis total carpet area of all subsequent Phases of the Project and/or in accordance with the deed of declaration under the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011, as amended from time to time and submitted before the concerned authority, by the Promoter, and therefore can be treated as final, only after the completion of all Phases of the Project.

- (ii) The Promoter has clarified to the Allottee (s) that the Project, and the various blocks therein, may be constructed in multiple phases of construction. For the purposes of this Agreement, "**Block**" shall mean the towers or part thereof, as further detailed in Schedule A to this Agreement, wherein the Apartment is situated and "**Current Phase**" shall mean the Phase wherein the Block is situated.
- (iii) The proposed layout plan, sanctioned plans and particulars of the other Phases, are tentative and subject to change and revisions/ re-approvals/ completion/ compounding from NOIDA. The proposed tentative layout plan comprises of both residential, commercial and other areas.
- (iv) Areas not comprising part of the Current Phase and other Phases are in no way directly or indirectly or in any manner whatsoever, connected to this Agreement. This Agreement is confined and limited in its scope only to the Block and the land underneath the Block wherein the Apartment of the Allottee(s) will be situated and Common Areas & Facilities appended to the Current Phase (except as otherwise specified in this Agreement). The Allottee shall have no right and / or interest in any Phase of the Project other than the Current Phase and the Promoter shall be free to deal with all other Phases in such manner as the Promoter deems appropriate.
- (v) The Parties have obtained their own independent legal opinion without having been influenced by any oral commitments, representations or assurance from Promoter or third parties. The Allottee (s) acknowledges that the Promoter has readily provided all relevant information/clarifications as required by him/her and has decided to enter into this to purchase the Apartment on the basis of his/her independent satisfaction. Each Party acknowledges and confirms that they have taken the required time to complete their due diligence including but not limited to the title of the Plot and both have clearly understood that the conditions stated herein are definitive conditions of carrying out allotment/ sale/ sublease of Apartments. In particular, the Allottee confirms that he/she has verified and satisfied himself/herself as to the accuracy of the promotion/outside material, and has read and understood the disclaimers provided therein and implications, and further that he/she has sought and obtained from the Promoter, all requisite clarifications and information in relation to the Apartments and the Phases (including in relation to such promotion/ outside material). The Allottee shall indemnify and hold harmless the Promoter in this regard. None of the Parties is under any pressure or coercion whatsoever while entering into this Agreement and have voluntarily entered into this Agreement, after exhaustively considering all conditions mentioned herein and their repercussions. Before signing this Agreement, both Parties are free to not proceed with the allotment and to cancel the booking application with full refund, if not agreeable to any terms of this Agreement. Now, upon wilfully deciding to enter into and giving their consent to this Agreement, the Parties undertake to abide by all its conditions.
- (vi) This Agreement lays out the full extent of responsibilities of the Promoter as mutually decided. While entering into this Agreement, the Allottee has not relied upon any promotion/ outside material (or any statements therein) such as any printed materials, any print or other media communications (whether online or offline or otherwise), any oral or written representations/ statements by brokers, or any other representation or statements etc., other than those duly signed and authorised promotional material obtained by the Allottee at the office of the Promoter. Provided that only duly signed and authorised promotional material may only be relied upon subject to its terms (including any validity periods set out therein). The Allottee acknowledges that his/her rights under the Act (and otherwise) shall only be in respect of any incorrect or false statements made under such duly signed and authorised promotional material

For E-Homes Infrastructure Pvt. Ltd.


Authorised Signatory

FLAT BUYER (S)


Signature
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obtained by the Allottee at the office of the Promoter. The Allottee confirms that he/she has perused thoroughly the duly signed and authorised promotional material available at the office of the Promoter before entering into this Agreement. The Allottee shall indemnify and hold harmless the Promoter in this regard.


- (vii) That final and mutual contractual understanding between the Parties is represented in Schedule F, which is treated as part and parcel of this Agreement and shall prevail in case of any conflict or contradiction with any part of this Agreement or any other previously executed documents.
- (viii) The Allottee acknowledges that sample flats, pictorial representation in brochure/advertisement/etc. are representative in nature only and the actual Apartment may differ from the sample flat / pictorial representation. The fitting and fixtures in the Apartment shall be as per specifications agreed hereto and annexed with this Agreement. In regard of specifications, it is agreed and clarified that (a) if any item(s) of a particular brand as mentioned in the schedule are not available, the company at its discretion will provide those of available/ compatible brand and (b) the Promoter may carry out any minor additions or alterations, and the Allottee(s) shall have no objection of any kind in this regard.
- (ix) The Parties hereby acknowledge and accept that this Agreement is subject to terms and conditions of allotment of GH-14, Eco City, Sector 75, Noida by NOIDA and both the Promoter and the Allottee do hereby agree and undertake to remain abide by the terms and condition of land allotment letter/lease/sublease deeds etc. and other orders/ notifications issued with respect to and applicable on the said Plot at all times.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., relevant and applicable to the Current Phase and the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement inter alia on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell/sublease and the Allottee hereby agrees to purchase/sublease the Apartment on the terms and conditions stated in this Agreement;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises contained herein, the Parties agree as follows;

1. TERMS:

- 1.1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para G above.
- 1.1.2 Both the parties confirm that they have read and understood the provisions of the Act including Section 14 of the Act and the provisions of U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and other Laws applicable to the Apartment under sale.
- 1.2 The Total Price for the Apartment based on the carpet area is Rs. 29996340/-
(Rupees Two Crore Ninety Nine Lakh Ninety Six
only ("Total Price"): thousand three hundred forty only/-

For E-Homes Infrastructure Pvt. Ltd.


Authorised Signatory

FLAT BUYER (S)

Signature



FLAT BUYER (S)

Signature

Cost of Apartment & Proportionate Cost of Construction of Common Areas & Facilities	Rs. <u>26573839/-</u>
Taxes	Rs. <u>3188861/-</u>
Maintenance Charges for One Year	Rs. <u>233640/-</u>

Block/Building/Tower No. <u>A</u>	Rate of Apartment
Apartment No. <u>A-2301</u>	Rs. <u>185162.60/-</u> per
Type <u>I</u>	square meter.
Floor <u>23rd</u>	
Carpet Area <u>162</u> (sq. m.)	
Total Price (in rupees)	Rs. <u>29996340/-</u>

FLAT BUYER (S)
 Bharat
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Explanation:

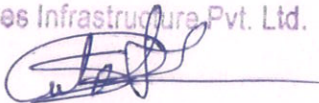
- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and any other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the Allottee and the Project to the legally constituted association of apartment owners that is duly formed and recognized by the Promoter as per Law ("**Association of Allottees**") or the competent authority, as the case may be, after obtaining the completion certificate:

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

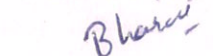
Provided further that, if there is any increase in the taxes, after the expiry of the scheduled date of completion of the Project, as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

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

For E-Homes Infrastructure Pvt. Ltd.


 Authorised Signatory

FLAT BUYER (S)


 Signature
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- (iv) The Total Price of Apartment includes recovery of price of land (allocated to the Allottee hereunder) (other than the payment of lease rent or other levies, any demands, fees, charges etc. of NOIDA or any government/ public/ semi-public agency or authority after the offer of possession to the Allottee as set forth in this Agreement), construction of not only the Apartment but also the Common Areas & Facilities, internal development charges, external development charges, prevailing taxes, cost of providing electric wiring within the Block, electrical connectivity to the Apartment, lift, water line and plumbing within the Block, finishing with paint, marbles, tiles, doors, windows (other than Apartments sold on a bare shell/ raw/ no-finishing basis or partially finished basis), fire detection and firefighting equipment in the Common Areas & Facilities, maintenance charges as per Clause 11 and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Current Phase (in each case, except as otherwise specified in this Agreement). Payment of Annual Lease Rent to NOIDA till the offer of Possession shall be the responsibility of the Promoter. In case the Promoter has paid Lease Rent under the option of payment of 'One-time Lease Rent' or other such similar offer to NOIDA at any time, the same shall be recovered directly on proportionate basis from the Allottee.

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

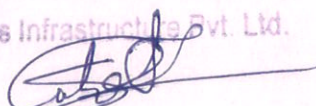
- (v) The Allottee shall be entitled to the proportionate area of land underneath the Building/foot print of Tower/ Block as clearly specified under this agreement.
- (vi) The Allottee agrees that normal variation/tolerance shall be acceptable to the Allottee for workmanship and quality of materials and defect liability shall be subject to terms contractually agreed on a mutual basis under Schedule 'F' appended hereto.
- (vii) The Allottee is informed that carpet area shall be calculated from unfinished surfaces and balcony/ verandah/ exclusive terrace area shall be measured as per actual slab area.
- (viii) The Allottee shall make payment upon demand of maintenance charges in advance in accordance with Clause 11 and anything else contractually agreed on a mutual basis under Schedule F.

- 1.3 The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase on account of development fee payable to the competent authority(ies) and/or any other increase in, or newly imposed, charges, which may be levied or imposed by the competent authority(ies) from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development fee, cost/charges imposed by the competent authorities (including NOIDA or any government/ public/ semi-public agency or authority), the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments:

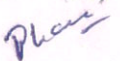
Provided that, if there is any new imposition or increase of any development fee, after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall also include the extension of registration, if any, granted to the said Project by the Authority, as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

- 1.4 The Allottee shall make the payment as per the payment plan set out in Schedule C ("Payment Plan")

For E-Homes Infrastructure Pvt. Ltd.


Authorised Signatory

FLAT BUYER (S)



Signature



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

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans only specific to the Current Phase and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. as per para I (v) above, on the basis of which sale is effected, unless otherwise agreed between the Parties) in respect of the Apartment without the previous written consent of the Allottee, as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee upon payment of requisite charges, or such minor changes or alterations as per the provisions of the Act.

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

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

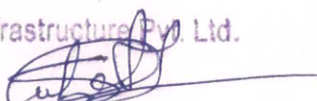
- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share/interest in the Common Areas & Facilities. Since the share/interest of Allottee in the Common Areas & Facilities is undivided and cannot be divided or separated, the Allottee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

The Allottee hereby agrees that neither he/she nor the Association of Allottees, wherein Allottee is a member shall restrict or prohibit the entry of the staff, managerial staff, directors, authorized agents, manager including the brokers of the Promoter to the Common Areas & Facilities, Limited Common Areas, unsold area/ stores/ apartments/ Independent Areas, Phases and any other area including unsold land etc. which shall vest with the Promoter.


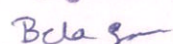
(iii) Same as 1.2 (iv).

(iv) The Allottee has the right to visit the Current Phase site to assess the extent of development of the Current Phase and his apartment with the prior written permission from the Promoter and shall also be bound to adhere to the safety rules/norms of the Promoter during such visit.

For E-Homes Infrastructure Pvt. Ltd.


Authorized Signatory

FLAT BUYER (S)


Signature


It is made clear by the Promoter and the Allottee agrees that the Apartment along with the usage rights/permit to parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project (executed in multiple Phases) is an independent, self-contained Project covering the Said Land and is not a part of any other project or zone (except Eco City township allotted by NOIDA, where the Project is situated and whose rules, regulations and limitations the Allottee agrees to abide by and follow) and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's Common Areas & Facilities other than anything declared as Independent Areas or Limited Common Areas in the deed of declaration under UP Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011 (as amended from time to time and submitted before the concerned authority), shall be available only for use and enjoyment of the allottees of the Phases as demarcated. It is abundantly clear that Limited Common Areas demarcated for use of a particular Phase/ Block by the Promoter shall not be permitted to be used by other Phases/ Blocks as applicable.

- 1.9 The Parties agree and acknowledge that the Project may be constructed in multiple separate phases (i.e. the Phases), and unless otherwise specified, a reference to Land or Said Land herein would mean a reference to the land underneath the relevant Building/foot print of Tower/ Block.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority concerned or person to whom they are payable and be liable for the cost of any legal proceedings, which may be taken therefor by such authority or person. The Parties are aware that loans/ encumbrance(s) exist on the said Project and Plot, which shall be repaid during and/or after handover of Possession of the Apartment to the Allottee but shall be the liability of the Promoter from cash flows of the Project.
- 1.11 The Allottee has paid a sum of Rs. 2,00,000/- (Rupees Two Lakh Rupees only only)


as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges (subject to credit in Bank Account of Promoter) and the Allottee hereby agrees to pay the remaining price of the Apartment, as prescribed in the Payment Plan- **Schedule C**, as may be demanded by the Promoter, within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules or as agreed herein, whichever is higher. Payments made by the Allottees shall be first appropriated by the Promoter towards accrued interest liability of the Allottee at any stage.

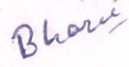
2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones,

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the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time, as mentioned in the Payment Plan - Schedule C through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of "E-Homes Infrastructure Private Limited" payable at New Delhi. Irrespective of issuance written demand by the Promoter, the Allottee shall remain bound and liable to make payments, as per the agreed Payment Plan, while keeping themselves updated of the stage of construction.

That the Allottee shall be liable to deduct tax at source "TDS" on the payments of the Total Price at the prevailing TDS rate and also submit the TDS Certificate and proof of TDS deposit to the Promoter simultaneously with each payment. Delayed deposit of TDS will attract same interest rate as payable on delayed payments to the Promoter apart from any penal liability of the Allottee to the Income Tax Department due to delayed deposit of TDS.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be solely liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the said apartment applied for herein, in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

For the purposes of this allotment the Allottee shall be assumed to be a resident of India unless otherwise communicated in writing, with evidence to this effect, by the Allottee.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/ her name and the Allottee undertakes not to object/demand/ direct the Promoter to adjust his payments in any other manner at any time, irrespective of any documents/ receipts issued by the Promoter showing any head(s) of dues at any given time.

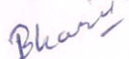

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Current Phase as disclosed at the time of registration of the Current Phase with the Authority, which shall include the

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extension of registration, if any, granted to the said Project by the Authority, as per the Act, and towards handing over the Apartment to the Allottee and the Common Areas & Facilities to the Association of Allottees or the competent authority, as the case may be.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and must also meet all other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter, as provided in Schedule C ("Payment Plan").

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

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities that have been approved by the competent authority, as represented by the Promoter and the Allottee has duly satisfied him/herself with the same. The Promoter shall develop the Current Phase in accordance with the said layout plans, floor plans and specifications, amenities and facilities unless otherwise agreed. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities for the Current Phase and shall also strictly abide by the bye-laws, FAR and density norms and Provisions prescribed by the UP Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011, as amended from time to time and shall not have an option to make any major variation/ alteration/ modification in such plans concerning the Current Phase, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

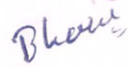
- 7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas & Facilities to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement as per Clause 5. The Promoter, subject to Clause 7.4, assures to hand over possession of the Apartment along with ready and complete Common Areas with all agreed specifications, amenities and facilities of the Current Phase in place on the scheduled date of completion of the Project, as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, unless there is delay due to any circumstances beyond the control of the Promoter or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project, injunction/order by any Court/ Tribunal/ authorities or any events contractually agreed on mutual basis in Schedule F ("**Force Majeure**"). If, however, the completion of the Project is delayed due the Force Majeure conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented, the Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received from the Allottee within 120 days from that date unless such amount has already been spent on the Project prior to such Force Majeure conditions. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any

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rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

In case the project is developed in Phases, it will be the duty of the promoter to maintain those Common Areas & Facilities which are not complete upon payment of Maintenance Charges by the Allottee and handover all the Common Areas & Facilities to the Association of Allottees once all Phases are completed. The Promoter shall not charge more than the normal maintenance charges from the Allottees.

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

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

- 7.3 Failure of Allottee to take Possession of Apartment - Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings, maintenance agreement, Sub Lease Deed and any other documents prescribed by the Promoter and such other documentation as prescribed in this Agreement, and the Promoter shall handover possession of the Apartment to the Allottee subject to payment of entire sale consideration. In case the Allottee fails to take Possession, within the time provided in Clause 7.2 (two months from the date of issue of completion certificate/ occupancy certificate), such Allottee shall be liable to pay to the Promoter holding charges at the rate of Rs. 2 (two) per month per sq. ft. of carpet area for the period beyond 3 (three) months from completion certificate/occupancy certificate till actual date of possession in addition to maintenance charges as specified in Clause 7.2.

- 7.4 **Possession by the Allottee** - After obtaining the completion certificate/occupancy certificate and handing over physical possession of all the Apartments to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans (in case the Promoter has no further use for them), including Common Areas & Facilities, to the Association of Allottees or the competent authority, as the case may be as per the Applicable Law. In case the project is developed in phases, it will be the duty of the promoter to maintain those Common Areas & Facilities which are not complete upon payment of Maintenance Charges by the Allottee and handover all the Common Areas & Facilities to the Association of Allottees once all Phases are completed.

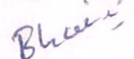
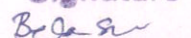
- 7.5 **Cancellation by Allottee** - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (10% of the Total Price) 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 or at the end of one year from the date of cancellation/withdrawal

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by the Allottee, whichever is earlier. The promoter shall inform the previous Allottee the date of re-allotment of the said apartment and also display this information on the official website of UP RERA on the date of re-allotment (provided such information fields are available to be updated on the UP RERA website).

- 7.6 **Compensation** - The Promoter, subject to para I (iv) above, shall compensate the Allottee 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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act, within forty-five days of it becoming due:

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable leasehold interest with respect to the said Land for Block; the requisite rights to carry out development upon the said Land for the Block and absolute, actual, physical and legal possession of the said Land for the Block;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Current Phase;
- (iii) There are no encumbrances upon the said Land for the Block except those declared to the Allottee already including those declared to relevant Registrar of Companies or Sub-registrar, existing mortgage of Plot, Said Land, Block, Current Phase, Project and Apartment for raising finance and the first charge in favour of the NOIDA in terms of the lease/sublease deed of the said Land for the Block;
- (iv) There are no orders or litigations pending before any Court of law prohibiting the Promoter from entering into this Agreement. Details of all threatened and ongoing litigations are available at the office of the Promoter and the Allottee confirms that they have duly verified all such details prior to the execution of this Agreement;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Current Phase, Said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Current Phase, Said Land, Building and Apartment and Common Areas & Facilities up to the date of offer of possession to the Allottee. Details of all approvals, licenses and permits are available at the office of the Promoter and the Allottee confirms that he/she has duly verified and satisfied him/herself with all such

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details prior to the execution of this Agreement;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected except as already declared to the Allottee at the time of execution of this Agreement;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Block and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement, except as already declared to the Allottee at the time of execution of this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance /Sub Lease Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Promoter shall hand over the Common Areas & Facilities (subject to the terms of this Agreement) to the legally constituted Association of Allottees as per clause 7.1;
- (x) The land underlying the Block is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Block;
- (xi) The Promoter, subject to Clause 1.2 and 1.3, has duly paid and shall pay and discharge all existing governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Current Phase to the competent Authorities till the completion certificate has been issued and the offer of possession of Apartment. However, in case of excess paid amounts or any rebate by the Government, the Promoter shall be entitled to refund of such refundable amount;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, Government Ordinance, Order, Notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter which prevents the Promoter from entering into this Agreement (except anything declared already by the Promoter in respect of the Said Land and/or the Current Phase and anything in relation to the foregoing for which details are available at the office of the Promoter) and the Allottee confirms that it duly verified all such details prior to the execution of this Agreement.

REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE:

- 8.2 The Allottee hereby represents and warrants to the Promoter as follows:
- (i) The obligations and the liabilities of the Promoter under this Agreement may be reduced by the Allottee when mutually agreed either in writing or orally in good faith between the Promoter and the Allottee at any time.
 - (ii) The Allottee shall participate towards the formation of the Association of Allottees, an association or society or cooperative society of the Allottees or a federation of the same as the case may be, while such association is formed by the Promoter and shall perform no acts whatsoever to contest or defeat or duplicate such formation by the Promoter.
 - (iii) The Allottee has read and understood all terms of this Agreement including the contractual understanding between the Parties on mutual basis represented in Schedule F after having taken due legal opinion on all provisions before deciding to enter into this Agreement. Further, the

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Allottee confirms that they had the option to cancel their allotment and receive full refund in case he/she was not fully satisfied with any provisions of this Agreement.

- (iv) The Allottee has clearly understood and accepts that in case there is any error found in accounting of the amount shown payable by him/her in any demand letter or other communication, the Promoter shall have the right to rectify such mistake on its own or on being pointed out by Allottee at any time. However, the Allottee shall be bound to make the payments of the correct calculation of dues only. The Allottee may not use such accounting error as an excuse to not make actual due payments as per agreement.
- (v) The Allottee has duly carried out thorough due diligence with the assistance of all necessary subject experts whose fees have been duly paid by the Allottee and has found the Promoter, Project, Current Phase, Block, Said Land, Apartment and this Agreement to be fully in compliance of the Act and all Applicable Law and on this basis has decided to enter into this Agreement at his/her own free will, with sound mind and without any coercion from anyone.
- (vi) Prior to taking possession, the Allottee shall undertake an exhaustive review/ inspection of the Apartment and the Current Phase (including the Common Areas & Facilities developed as a part of/ for use by the Current Phase), and shall utilise services of qualified architects and engineers for the same, so as to fully understand the nature and quality of construction in all respects and forthwith inform the Promoter of any defects identified.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Subject to Clause 7.1, the Promoter fails to provide ready to move in possession of the Apartment to the Allottee, within the time period specified in Clause 7.1 or fails to complete the Current Phase within the stipulated time disclosed at the time of registration of the Current Phase with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act: For the purpose of this para, 'ready to move in possession' shall mean, subject to Clause 7.1, that the Apartment shall be in a habitable (or in a bare shell / raw flat condition duly in accordance with the agreed specifications), and, which is complete in all respects as per the specifications, amenities and facilities, as agreed to between the parties in terms of this Agreement, and for which occupation certificate or completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.


9.2 In case of Default by Promoter under the conditions listed above a **non-defaulting Allottee** is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee shall be required to make the next payment as per Schedule C – Payment Plan, without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, 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

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under the Rules, within forty-five days of receiving the termination notice:

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

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

- (i) In case, the Allottee fails to make Payments for 2 (two) consecutive demands (including/ counting demand letters and any reminder letters) made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice/demand letter in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit;
- (ii) In case of Default by Allottee under the condition listed above continues for a Period beyond 3 (three) consecutive months after notice/demand letter from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment to the Allottee and refund the money paid to him by the Allottee by deducting the booking amount (10% of the Total Price), unrecoverable government taxes/ charges and the interest liabilities of the Allottee, following the same procedure/schedule for refund as provided in Clause 7.5, and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit;

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

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price and any dues relating to the Apartment as per Clause 1.2 and 1.3 or anything due under the Agreement from the Allottee, shall execute a conveyance deed/ sublease deed/ agreement to sublease and convey the title of the Apartment together with proportionate indivisible share in the Common Areas & Facilities within 3 (three) months from the date of issuance of the completion certificate/occupancy certificate or as per Applicable Law, whichever is later, to the Allottee who shall promptly come forward on his/ her own for execution of the same within the stipulated time period without any delay:


However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely liable for anything including any losses, penalty or charges imposed as a result of such delay.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

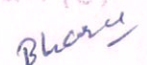

The Promoter shall be responsible to provide and maintain essential services in the Current Phase till the taking over of the maintenance of the Current Phase by the Association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance for 1 (one) year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

However, if the Association of Allottees is not formed within 1 year of completion certificate the Promoter will be entitled to collect from the Allottees an amount equal to the amount of maintenance disclosed in Clause 1.2+10% increase per annum in lieu of price escalation for the

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purpose of the maintenance for next 1 year and so on (unless there is any extraordinary increase in cost of maintenance which shall be passed on to the Allottee at any given time). The Promoter will pay the balance amount available with him against the maintenance charge to Association of Allottees once it is formed.

It is clarified that the Promoter shall notwithstanding above have the exclusive right but not the obligation to continue with maintenance of the Current Phase and collect maintenance charges in advance for a period of 5 (five) years from the date of offer of possession to the Allottee by the Promoter, co-terminus with the Defect Liability period defined under following Clause 12. The Allottee and the Association of Allottees, of which the Allottee is a member, shall perform all acts and duties necessary for same without demur in interest of the Project.

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 Promoter, as per the agreement for sale/ lease relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the Promoter to give possession or the date of offer of possession to the Allottee, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of Basement and Service Areas: The basement (s) and service areas, if any, as located within 'The Jewel of Noida' on said Plot, shall be earmarked for purposes such as parking space and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees/Promoter/Maintenance Company/Agency for rendering maintenance services.

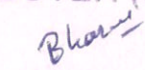
15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own costs and expenses, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the stair cases, lifts, common passages, corridors, circulation areas, atrium or the compound, which may be in violation of any laws or rules of any authority or change or alter or make any additions to the Apartment in any manner including but not limited to any changes to structure, walls, external appearance, plumbing and electrical circuits etc. and to keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support,

For E-Homes Infrastructure Pvt. Ltd.


Authorised Signatory

FLAT BUYER (S)


Signature
Bela S

shelter etc. of the Building is not in any way damaged or jeopardized or compromised in any manner.

- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard / nameplate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows, balconies or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load-bearing wall of the Apartment. The Allottee shall not do anything to cause harm to the appearance of the Building whatsoever including but not limited to storage, open hanging of clothes, modifications, cause water seepage, blockage of drains and sewers, installation of any appliances against the rules and regulations framed by the Promoter/ Association of Allottees.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or maintenance agency appointed by Association of Allottees/ Promoter. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Current Phase, after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act or under this Agreement or permitted by the competent authorities. It is clarified that the Promoter may undertake any major or minor alterations or constructions or revision of plans whatsoever in any other Phase of the Project and the Allottee shall have no right to raise any objection or concern in this regard.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

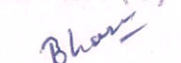
Provided that the Allottee hereby authorises and permits the Promoter to raise finance/loan from any financial institution/bank/other lender by way of mortgage/ charge/ securitization of receivables or in any other mode or manner by creating charge/ mortgage of the said Apartment/ said Building/ Current Phase/ Phases/ Project/ said Land/ said Plot on the condition that the said loan shall remain the liability of the Promoter from cash flows of the Project before or after execution of the final conveyance/ sub-lease deed.

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

For E-Homes Infrastructure Pvt. Ltd.


Authorised Signatory

FLAT BUYER (S)


Signature
Bela

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. The Allottee has duly understood that he/she has no right/ share/ interest over Independent Areas, and Limited Common Areas (except Common Areas & Facilities) as under UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and shall abide by the deed of declaration by the Promoter from time to time to the competent authority under the UP Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due, as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar at Gautam Buddha Nagar, Uttar Pradesh as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

22. RIGHT TO AMEND

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

For E-Homes Infrastructure Pvt. Ltd.


Authorised Signatory

FLAT BUYER (S)


Signature


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

25. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Current Phase/ Project (as applicable), the same shall be in the proportion, which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Current Phase/ Project (as applicable).

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

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

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses/ electronically as specified below:

ALLOTTEE:

Attention to: Mr./ Mrs. Bharat Sardana & Bela Sardana

Email ID (s): bharat.sardana17@gmail.com

Mobile Number (s): 9599448000

Landline Number (s): _____

Address: R2-T-145 U/G/F, Jain Colony, Part-1

Uttam Nagar, West Delhi - 110059

FLAT BUYER (S)

Bharat

Signature

Bela Sardana

For E-Homes Infrastructure Pvt. Ltd.



Authorised Signatory

FLAT BUYER (S)

Bharat

Signature

Bela Sardana

PROMOTER:

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

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.

33. DISPUTE RESOLUTION:

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

34. MISCELLANEOUS:

The Parties further agree that:

- 34.1 Any references in this Agreement to any one gender, masculine, feminine or neuter includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires. The terms "herein", "hereto", "hereunder", "hereof", or "thereof", or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used unless the context otherwise requires. Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement. Further wherever the words "foot print of the said Building/ Tower/ Block" occurs in this Agreement it shall refer and mean "the precise land underneath the Building/ Tower/ Block in which the said Apartment is located."
- 34.2 A reference to the term 'Project' or like terms under applicable laws (including the Acts) for the purposes of this Agreement shall unless expressly specified otherwise herein, mean a reference to the relevant Phase of which the Apartment forms a part.

For E-Homes Infrastructure Pvt. Ltd.



Authorised Signatory

FLAT BUYER (S)

Bhargava

Signature

Bhargava

- 34.3 A reference to title of the Promoter to the land for the Phase shall be deemed to be a reference to the leasehold interest of the Promoter, pursuant to the sublease deed executed by the Promoter with NOIDA, for *inter alia* the Said Land.
- 34.4 Further clarifications and all other terms and conditions as per the contractual understanding between the parties have been incorporated in the various annexed Schedules including in the 'Schedule F', which are part and parcel of this Agreement.
- 34.5 In case of any conflict or contradiction between the terms of the main body of this Agreement and the Schedules, the Schedules (representing the contractual understanding) shall prevail.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (please affix photograph and sign across the photograph)

FLAT BUYER (S)

(1) Signature

Name Bharat Sardana Signature

Address R2-T-145 U/G/F, Jain Colony, Part-1
Uttam Nagar, West Delhi - 110059

FLAT BUYER (S)

(2) Signature

Name Bela Sardana Signature

Address R2-T-145 U/G/F, Jain Colony, Part-1
Uttam Nagar, West Delhi - 110059

(3) Signature

Name N/A

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter: (please affix photograph and sign across the photograph)

For E-Homes Infrastructure Pvt. Ltd.

(1) Signature (Authorised Signatory)

Name Authorised Signatory

Address _____

For E-Homes Infrastructure Pvt. Ltd.

Authorised Signatory

FLAT BUYER (S)

Signature
Bela Sardana

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

WITNESSES: (please affix photograph and sign across the photograph)

(1) Signature Ashy
Name Ashy
Address Shahdara, Delhi

(2) Signature
Name
Address

FLAT BUYER (S)
Bhance
Signature
Bela sn

- SCHEDULE 'A' -** DESCRIPTION OF THE APARTMENT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS
- SCHEDULE 'B' -** FLOOR PLAN OF THE APARTMENT
- SCHEDULE 'C' -** PAYMENT PLAN
- SCHEDULE 'D' -** SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)
- SCHEDULE 'E' -** SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE CURRENT PHASE)
- SCHEDULE 'F' -** CONTRACTUAL UNDERSTANDING PURSUANT TO CLAUSE 34

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

For E-Homes Infrastructure Pvt. Ltd.

[Signature]
Authorised Signatory

FLAT BUYER (S)

Bhance
Signature
Bela sn

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

DESCRIPTION

Block/Building/Tower No. A

Apartment No. A-2301

Type I

Floor 23rd

Carpet Area 162 (sq. m.)

FLAT BUYER (S)

Bhaskar

Signature

Bhaskar

BOUNDARIES

North – As per Attached Plan

South – As per Attached Plan

East – As per Attached Plan

West – As per Attached Plan

FLAT BUYER (S)

Bhaskar

Signature

Bhaskar

For E-Homes Infrastructure Pvt. Ltd.



Authorised Signatory

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

FLAT BUYER (S)

Bhaskar

Signature

Bela Suman

As per Attached Plan

For E-Homes Infrastructure Pvt. Ltd.

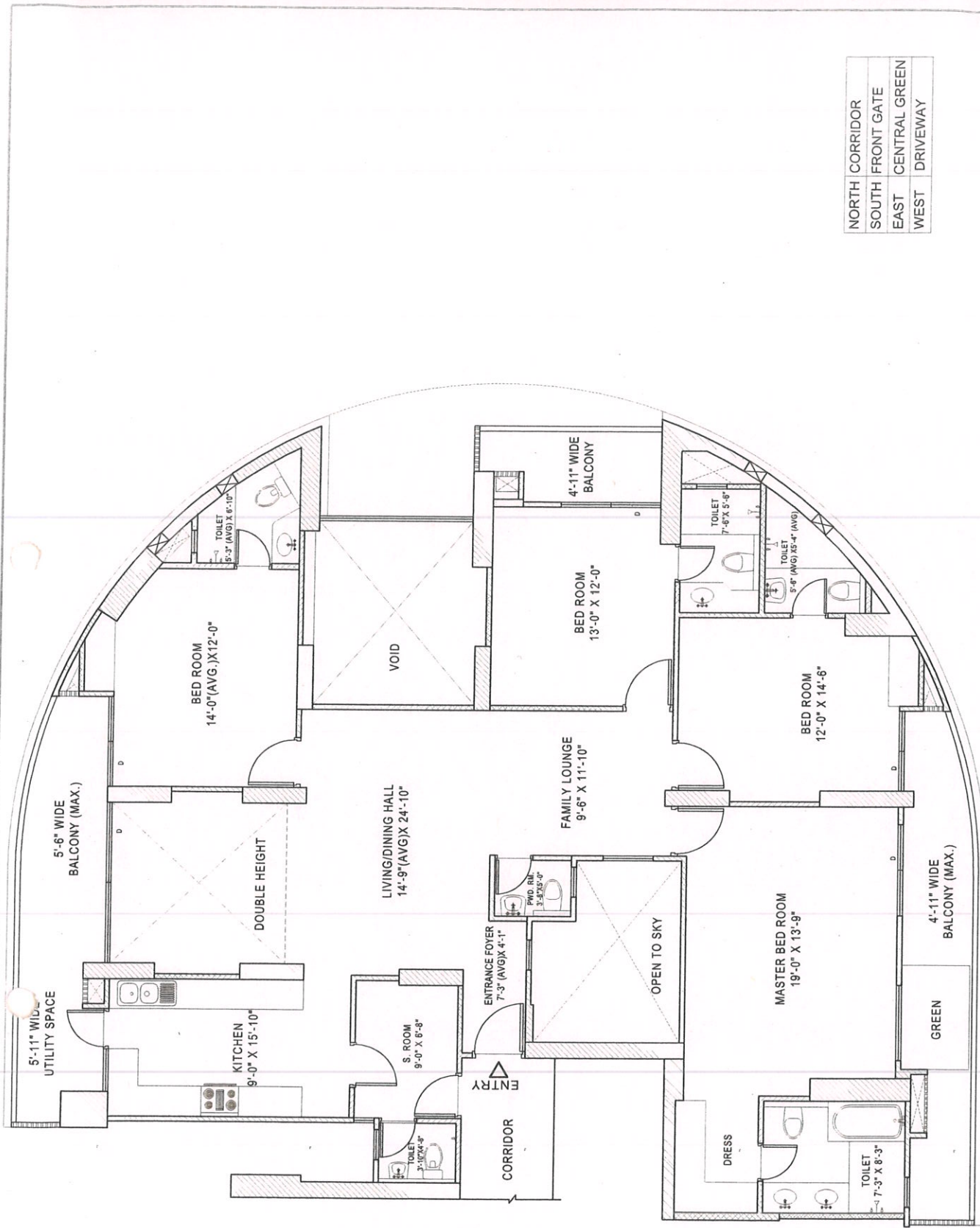

Authorised Signatory

FLAT BUYER (S)

Bhaskar

Signature

Bela Suman



NORTH	CORRIDOR
SOUTH	FRONT GATE
EAST	CENTRAL GREEN
WEST	DRIVEWAY

THE PLAN / DESIGN / AREA IS CONCEPTUAL, TENTATIVE & SUBJECT TO APPROVAL BY COMPETENT AUTHORITY. STRUCTURAL DESIGNER, THE FURNITURE & APPLIANCES SHOWN HERE ARE FOR THE PRESENTATION ONLY & IN NO WAY ARE THE PART OF DEAL.

THE PLAN / DESIGN / AREA IS CONCEPTUAL, TENTATIVE & SUBJECT TO APPROVAL BY COMPETENT AUTHORITY. STRUCTURAL DESIGNER, THE FURNITURE & APPLIANCES SHOWN HERE ARE FOR THE PRESENTATION ONLY & IN NO WAY ARE THE PART OF DEAL.

E-HOMES INFRASTRUCTURE PVT. LTD.

FLAT NO. 2301 (A+B)
4+1 BED ROOM
CARPET AREA = 162 SQ.M. (approx.)

BURJ NOIDA
SEC-75, NOIDA

For E-Homes Infrastructure Pvt. Ltd.

[Signature]

Authorised Signatory

FLAT BUYER (S)

[Signature]

Signature

Bela Sam

NOTE: THE SIZES ARE EXCLUDING THE THICKNESS OF PLASTER AND TILES etc. SUBJECT TO MINOR VARIATION.

SCHEDULE 'C' - PAYMENT PLAN

☐ FLEXI CLP PLAN (P1 & P2)

On Application	15 % of Total Price
Within 60 days of Application	30 % of Total Price
At the time of Excavation	10 % of Total Price
At the time of 1st Floor slab	5 % of Total Price
At the time of 4th Floor slab	5 % of Total Price
At the time of 8th Floor slab	5 % of Total Price
At the time of 12th Floor slab	5 % of Total Price
At the time of 16th Floor slab	5 % of Total Price
At the time of 20th Floor slab	5 % of Total Price
At the time of Top Floor slab	5 % of Total Price
At the time of External Plaster	5 % of Total Price
At the time of offer of Possession	5 % of Total Price + Other Charges

☒ FLEXI CLP PLAN (P3)

On Application	5 % of Total Price
Within 60 days of Application	15 % of Total Price
At the time of Excavation	10 % of Total Price
At the time of Pile Foundation	10 % of Total Price
At the time of Upper Basement slab	10 % of Total Price
At the time of Ground Floor slab	5 % of Total Price
At the time of 1st Floor slab	5 % of Total Price
At the time of 5th Floor slab	5 % of Total Price
At the time of 10th Floor slab	5 % of Total Price
At the time of 15th Floor slab	5 % of Total Price
At the time of 20th Floor slab	5 % of Total Price
At the time of 25th Floor slab	5 % of Total Price
At the time of 30th Floor slab	5 % of Total Price
At the time of External Plaster	5 % of Total Price
At the time of offer of Possession	5 % of Total Price + Other Charges

FLAT BUYER (S)

Signature

Bela S.

☐ 20 x 5 PLAN (P3)

On Application	5 % of Total Price
Within 60 days of Application	15 % of Total Price
At the time of Ground Floor slab	20 % of Total Price
At the time of 10th Floor slab	20 % of Total Price
At the time of 20th Floor slab	20 % of Total Price
At the time of offer of Possession	20 % of Total Price + Other Charges

☐ DOWNPAYMENT PLAN

On Application	15 % of Total Price
Within 60 days of Application	80 % of Total Price
At the time of offer of Possession	5 % of Total Price + Other Charges

Subject to terms and conditions of this Agreement

Payment Plan with check/ tick mark above shall be applicable

Allottee(s) must themselves keep track of construction progress

Other Charges and Taxes etc. shall be in accordance with this Agreement

For E-Homes Infrastructure Pvt. Ltd.

[Signature]

Authorised Signatory

FLAT BUYER (S)

[Signature]

Signature

Bela S.

**SCHEDULE 'D' -SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE
APARTMENT) – PHASE III**

LIVING AND DINING

POP Punning with emulsion paint on the walls.
Imported marble flooring.
Melamine Polished wooden frame with door shutters (interior).
UPVC glazed doors (exterior).
UPVC window frames with glazed and meshed shutters.
POP Punning with cornices on the ceilings.
Ductable VRV/VRF or similar Air Conditioning.
Branded switches.

BEDROOMS

POP Punning with emulsion paint on the walls.
Imported laminated wooden flooring in one bedroom (as per design) in some apartments.
Vitrified flooring tiles.
Melamine Polished wooden frame with door shutters (interior).
UPVC glazed doors (exterior).
UPVC window frames with glazed and meshed shutters.
POP Punning with cornices on the ceilings.
High Wall VRV/VRF or similar Air Conditioning.
Wardrobe (as per design) in some apartments.
Branded switches.

BATHROOMS

Ceramic tiles & POP Punning with emulsion paint on the walls.
Ceramic flooring tiles.
Granite counter tops in one bathroom (as per design) in some apartments.
Branded Chinaware and CP fittings.
Melamine Polished wooden frame with door shutters (interior).
UPVC window frames with glazed and meshed shutters.
False Ceiling (as per design) in some apartments.
Branded switches.

KITCHEN

Ceramic tiles & POP Punning with acrylic emulsion paint on the walls.
Imported marble flooring/ designer vitrified flooring tiles.
Granite counter tops (as per design).
Branded stainless steel Double Bowl kitchen sink.
Modular kitchen with branded hob and chimney.
UPVC glazed doors (exterior).
UPVC window frames with glazed and meshed shutters.
POP Punning with cornices on the ceilings.
High Wall VRV/VRF or similar Air Conditioning.
Branded switches.

BALCONIES

Ceramic flooring tiles.
Steel/ reinforced concrete railings.
Texture paint on walls.
UPVC glazed doors.
Branded switches.

Subject to terms and conditions of this Agreement

Specifications are subject to major change if required by any authority/ consultant etc.

(The above does not apply in case of any Apartments mutually agreed to be Raw/ Bare Shell or to Shops/Apartments for Commercial Use, which shall be Raw/ Bare Shell, i.e. without any finishes, fixtures, furnishings etc. or specifications of any form and will consist of only bare walls/ floor etc.) This schedule does not apply to any phases other than Phase III.

For E-Homes Infrastructure Pvt. Ltd.



Authorised Signatory

FLAT BUYER (S)

Buyer

Signature



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

A. COMMON AREAS & FACILITIES

As defined and mentioned in declaration filed/to be filed by the Promoter in compliance of provisions of UP Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011 as amended from time to time.

B. LIMITED COMMON AREA

(i)	Lobby, giving access to the elevator(s) to specified dwelling unit – if so specified by Promoter
(ii)	Corridor extending from the lobby to the stairway – if so specified by Promoter
(iii)	Any other areas specified by Promoter

Note: Section 3(s) of the UP Apartment Act/ Rules has defined the term “limited common areas and facilities” means “those common areas and facilities which are designated in writing by the promoter before the allotment, sale or transfer of any apartment as reserved for the use of certain apartment or apartments to the exclusion of the other apartments.”

C. INDEPENDENT AREA

(i)	Parking
(ii)	Servant quarter
(iii)	Club with independent access
(iv)	Shops – if so specified by Promoter
(v)	Covered garage/store
(vi)	Terrace attached to an apartment – if so specified by Promoter
(vii)	Any features including but not limited to skydeck, skyforest, observatory, restaurant, spa, bar, pool, lounge, gym, F&B etc. anywhere as specified by Promoter
(viii)	Any other areas specified by Promoter

Note: Section 3(p) of the UP Apartment Act/ Rules has defined the term “independent area” which means “the areas which have been declared but not included as common areas for joint use of apartments and may be sold by the promoter without the interference of other apartment owners.”

All of above and “demarcated area” shall be as defined and mentioned in declaration filed/to be filed by the Promoter in compliance of provisions of and the UP Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011 as amended from time to time.

I. Parking Space/ Garage: All parking spaces at any place or at any location in the building complex except designated visitor open parking spaces are independent areas (as defined under UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 as amended from time to time) and the Promoter has exclusive ownership and rights accordingly. Only a permit/ usage right for the same is assigned to various allottees conditional on payment of parking maintenance dues and is forfeitable otherwise. Allottees will follow all rules and regulations relating to parking of vehicles.

II. Commercial Space/ Stores/ Shops etc.: Commercial space, stores, Shops etc. are not part of the Common Areas & Facilities. They will be treated either as apartments or independent areas (as defined under UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 as amended from time to time) only as per the declaration made in the sole discretion of the Promoter; the Promoter has exclusive ownership and the right to sell these areas/properties to anyone accordingly without any objection whatsoever from the Allottee or the Association of Allottees.

For E-Homes Infrastructure Pvt. Ltd.



Authorised Signatory

FLAT BUYER (S)

Bhawan

Signature

Bela


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

Following is part & parcel of Agreement for Sale/ Lease pursuant to Clause 34 of said Agreement:

A. TOTAL PRICE

1. To the extent that any additional levies, fees, charges, cess, demands or liability is assessed/levied on/ claimed from, or payable by, the Promoter in relation to the Apartments (or otherwise in relation to the Phases) by any governmental authorities prospectively or retrospectively after the date hereof, including NOIDA, the Total Price shall be correspondingly adjusted for any such amounts.
2. Stamp Duty and Execution of Sale Deed/Sublease Deed, Registration Charges etc.:
 - (i) The Promoter will be liable to execute the sale deed /sublease deed/ agreement to sublease in favour of the Allottee or its nominee approved by the Promoter on payment of complete sale consideration together with all statutory and other dues, which the Allottee will be liable to pay to the Promoter.
 - (ii) All expenses payable including payment of stamp duty, or registration charges applicable to, or levied on, registration of this agreement/ any MOU/ the Sale Deed/ Sub Lease Deed/ Agreement to Sublease as the case may be shall be borne by the Allottee and the Allottee only shall be responsible for the liabilities which may arise on account of delay/ non-payment/ deficient payment of stamp duty or for violation of any provision of the Indian Stamp Act, 1899 and any other related statutory acts/ provisions. It shall be the sole responsibility of the Allottee to get various documents registered after payment of applicable stamp duty.
 - (iii) The Allottee would be required to comply with all applicable laws timely in relation to the registration, stamping and like actions in relation to the Agreement/ any MOU/ the Sale Deed/ Sub Lease Deed/ Agreement to Sublease, and shall simultaneously with the execution of the relevant agreement or in the immediately subsequent working day for the concerned authorities, shall procure the registration of the same with the relevant governmental authorities. The Promoter agrees that it shall co-operate with the Allottee for such registration. In case the Allottee fails to deposit the stamp duty and/or registration charges to be paid in respect of this Agreement/ any MOU/ the Sale Deed / Sub Lease Deed/ Agreement to Sublease, the Allottee authorizes the Promoter to withhold execution and registration of the relevant Agreement/ MOU/ Sale Deed / Sub Lease Deed/ Agreement to Sublease in his/her favour, till payment of stamp duty and registration charges to the Promoter or the relevant authority (as decided by the Promoter) is made by the Allottee. The Allottee agrees that it shall be solely responsible and shall indemnify and hold harmless the Promoter (including under the relevant provisions of the Act) in case it deposits in excess of 10% of the Total Price in favour of the Promoter prior to the registration of this Agreement and the Allottee waives any rights or claims, which he/she may have against the Promoter in this regard.
3. Notwithstanding any other provisions of this Agreement, Allottee does hereby agree and undertakes to make payment of all additional charges such as development charges, service charges, electricity charges, water charges, sewer charges, lease rent or any other enhanced claims, levy, charge, fee or demand of NOIDA or any other levies, claims, charges, fees, cess or demands which may be levied by the civic authority/ governmental authority/ NOIDA and correspondingly demanded by the Promoter/Maintenance Company/ Agency or the Association of Allottees as the case may be at the rate determined from time to time, even after the transfer of possession to the Allottee. It is clarified that any dues or claims related to the foregoing which are discharged by the Promoter prior to the transfer of possession to the Allottee, including where such payments have been made prior to handover of the Possession

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of the Apartment, shall be separately payable by the Allottee prior to taking Possession by the Allottee.

4. It is specifically clarified that the Promoter shall only be liable for payment of annual lease rent to NOIDA until offer of possession of the said Apartment, and thereafter the liability to pay such annual lease rent or one-time lease rent shall vest with the Allottee. In case the Promoter has paid Lease Rent under the option of payment of One-time Lease Rent to NOIDA at any time, the same shall be recovered directly on proportionate basis from the Allottee.
5. Any imposition of tax or any other charges (including without limitation a tax, fee, levy, cess, charge, claim or demand in any form) which may be imposed on a retrospective basis shall be payable by the Allottee.
6. The Allottee shall be liable to pay house-tax/property-tax, or any other like tax, fee, levy, demand or cess as and when levied by any statutory Body or Authority in proportion to the carpet area of the Apartment to the total carpet areas of all apartments in respect of which offer of possession has been given in all Phases, in accordance with law, after the offer of possession of the Apartment to the Allottee. These taxes, fees, levies, demands or cesses shall be paid by the Allottee/Sub-lessee (s) irrespective of the fact whether the maintenance is carried out by the Promoter or its nominee or any other Body or Association of all or some of the Allottees.
7. The Allottee also agrees that notwithstanding anything contained in this Agreement, the Promoter shall have the first charge/ lien on the said Apartment for recovery of its dues from the Allottee irrespective of any other documents/ agreements/ deeds etc.
8. The Allottee is aware that the Promoter has received no quotations/ offers for providing title insurance for the Plot upon issuance of public notice calling for the same and hereby waives any claims in this regard under the Act.

B. CARPET AREA

It is clarified that:

- (i) the carpet area shall be calculated based on measurements from the unfinished surfaces/walls; and
- (ii) balcony, verandah and Exclusive Terrace Areas shall be measured on the basis of actual slab areas.

C. FURTHER DEVELOPMENTS

1. The Parties agree that subject to the compliance with applicable laws (including the Act), the Promoter shall continue to be entitled to utilize any additional FAR/ density permitted (after the date hereof) on the Plot for the Project.
2. The Promoter shall have the unfettered right to carry out any alterations, modifications, additions, improvements, designing, re-designing of the plans/developments, densification with increased FAR or by adding further for dwelling units and also carry out repairs, whether structural or non-structural, interior or exterior, ordinary or extra-ordinary in relation to all Phases other than the Current Phase, without requiring any prior consent or approval of the Allottee. The Allottee waives the right to raise any objections to the foregoing. The Allottee further agree and acknowledge that the Common Areas & Facilities of the Current Phase may be utilised for allottees of all Phases, including any additional allottees on account of increased FAR or densification or any other improvement, modification or re-design of the other and subsequent Phases and the Allottee hereby waives the right to raise any objection or dispute in

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relation to the same.

3. The Allottee shall be required to keep himself/ herself up-to-date on the status of works/ stage of construction/ completion of the Current Phase including the provision of services, amenities and facilities agreed between the Parties in this Agreement and to check the information about the Current Phase available on the website of UP RERA periodically.

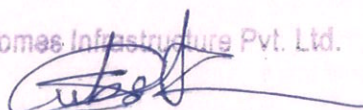
D. FORCE MAJEURE

1. The following events shall be also treated as Force Majeure events for the purpose of this Agreement: (i) war, riots, civil disturbance, sabotage, insurrection, acts of terrorism, or threat thereof, villager agitation/ dispute /litigations (or like disputes, litigations or agitations in relation to acquisition of land or compensation thereof) (ii) flood, drought, fire, cyclone, earthquake or any other acts of God/calamity caused by nature, (iii) strike, lockout, or other industrial disturbance, (iii) any acts of a governmental authority/ body/ or any decree, order, stay, judgement or like actions, of any authority exercising judicial or quasi-judicial power, (iv) any extraordinary circumstances that impact the Project (v) inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, (vi) failure of transportation, and/ or (iv) any other act, omission or event, outside the control of the Promoter, affecting the regular development of the real estate project.
2. In the event of cancellation/ termination on account of Force Majeure, notwithstanding Clause 7.1, it is agreed that the following refund procedure shall be followed:
 - (i) Any amount received by the Promoter from the allotment shall be refunded within 120 days from the date of termination of the allotment unless such amount has already been spent on the Project prior to such Force Majeure conditions;
 - (ii) Any further amounts shall be refunded upon receipt of any claim amount from insurance policy, if any, and within a period of 45 days from receipt of such insurance claim amount which shall be distributed on pro rata basis among all allottees eligible for such refund or as decided by the Promoter.

E. POSSESSION OF THE APARTMENT

1. The Allottee will take early possession of the Apartment within 30 (thirty) days from the date of issue of offer of Possession under Clause 7.2, subject to the Allottee (s) having complied with all terms and conditions of this Agreement and is not in default under any of the provisions of this Agreement and has complied with all provisions, formalities, documentations etc. as may be prescribed by the Promoter in this regard. In order to avoid any theft and/or deterioration, final finishing touches, installation of certain items and like acts in the Apartment shall be performed immediately prior to handing over Possession of the Apartment after clearance of all dues as agreed in this Agreement by the Allottee.
2. Prior to taking possession, the Allottee shall undertake an exhaustive review/ inspection of the Apartment and the Current Phase (including the Common Areas & Facilities developed as a part of/ for use by the Current Phase), and shall utilise services of qualified architects and engineers for the same, so as to fully understand the nature and quality of construction in all respects and forthwith inform the Promoter of any defects identified and likewise shall apply to the Association of Allottees, of which the Allottee is a member, before handing over of the Common Areas & Facilities.
3. It is clarified that in the event of failure by the Allottee to take possession within the timeline prescribed in Clause 7.3, the said Apartment shall lie at risk and cost of the Allottee and the Promoter shall have no liability of any kind whatsoever in this regard (including with respect

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to any damage, degradation, wear and tear, to, or theft from, the Apartment).

4. If the Allottee fails to take possession of the Apartment within 3 (three) months from the date of issue of completion certificate/occupancy certificate in terms of Clause 7.2, the Promoter shall be entitled to cancel the allotment of the Apartment immediately without any notice. In case of such cancellation, the Promoter shall refund to the Allottee the entire amount paid by the Allottee, except the Booking Amount, interest liability of the Allottee and unrecoverable taxes and charges, as per the applicable laws.
5. Allottee shall have no right to cancel/ terminate the allotment of the Apartment after issue of the notice/ offer of Possession under Clause 7.2 to the Allottee unless mutually agreed between the Parties or cancelled/ terminated by the Promoter.
6. At the time of conveyance of the Apartment, the Promoter may require the Allottee to execute a tripartite Sub-Lease Deed, in which NOIDA shall be represented as lessor, Promoter as lessee/ sub-lessee and Allottee shall be as sub-lessee, or, an Agreement to Sublease. The Allottee shall be required to execute the tripartite Sub-Lease Deed or Agreement to Sublease. If NOIDA or the relevant Sub-Registrar decides any charges for execution of Sub-Lease Deed or an Agreement to Sublease, the Allottee solely shall be bound to pay such amounts in addition to stamp duty/registration charges and any fees payable by the Allottee to any lawyer/ deed-writer for such execution.

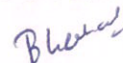

F. DEFECTS LIABILITY

1. Notwithstanding anything contained in this Agreement, the Promoter shall not be liable for, or be under any obligation to rectify any defect, which is attributable to any act of Allottee (including any sub-lessee, licensee, invitee, agent, contractor, tenant, representative thereof) or due to any negligent act or omission on the part thereof (including without limitation any incorrect usage, renovation, fit-outs, alterations, misuse or overuse).
2. For the purposes of Clause 12 of this Agreement,
 - (i) A reference to defect shall not be deemed to include:
 - (a) Any defects or deficiency caused due to climatic conditions, or due to any event of Force Majeure;
 - (b) Any ordinary wear and tear and associated degradation or changes occurring with the efflux of time;
 - (c) Any minor variations or irregularities in slopes, lines, levels, angles, edges etc;
 - (d) Any defects due to local unavailability of skilled labour for such projects;
 - (e) Any defects or deficiency caused due to municipal or other water supply and/ or electricity supply/ backup power supply;
 - (f) Any defect or deficiency, caused due to any misuse, overuse, alterations or use beyond the levels contemplated for similar residential/ commercial accommodation by the Promoter, including any application to any other or incorrect purposes;
 - (g) Any defect or deficiency arising after the normal lifespan, for any consumables or other products that by their very nature have a shorter lifespan.
 - (h) Any defect in any material, which is directly covered under a manufacturer warranty/ guarantee, irrespective of whether, such warranty/ guarantee is valid or expired.
 - (i) Any manufacturing defects (for which the third-party manufacturer shall be liable).
 - (j) Any defect not directly attributable to a wilful act or fault of the Promoter.
 - (k) Any defect that was detectable in the inspection/ review by the Allottee in accordance with Clause 8.2 (vi).

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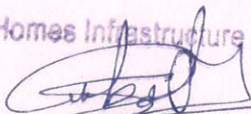

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- (ii) Any reference to a structural defect shall not include (i) any defect which has no material effect on the safety or stability of the structure of towers (ii) defects caused by Force Majeure;
 - (iii) The Allottee shall be required to adhere to any conditions concerning use prescribed by the applicable third-party manufacturer in relation to any fittings, fixtures or components of the Apartments;
 - (iv) The reference to defects in workmanship shall only refer to defects in workmanship which were not detectable in an inspection/ review by the Allottee in accordance with Clause 8.2 (vi) and are of extraordinary nature against the average local workmanship in such projects;
 - (v) Any services and other obligations of the Promoter shall only refer to the services and other obligations of the Promoter to be discharged/ performed until the date of offer of possession.
3. Notwithstanding Clause 12 hereof, the liability of the Promoter to rectify any defect shall only arise, subject to any defect being notified by the Allottee to the Promoter, within 30 (thirty) days of the defect coming to the knowledge of the Allottee. For the purposes of the foregoing, knowledge of the Allottee, would include actual knowledge, and also any event of deemed knowledge, i.e. where such event would have come to the knowledge of reasonable or prudent owner or occupant of such space or would have come into the knowledge of the Allottee if it had duly inspected the Apartment in accordance with clause 8.2 (vi).
 4. The Allottee acknowledges that the Promoter or a Maintenance Company/Agency or Association of Allottees shall undertake the maintenance of the Current Phase under a separate Maintenance Agreement. In case of any defects, deficiency or damage arising from a failure of the Promoter/ Maintenance Company/Agency or Association of Allottees to duly undertake maintenance in accordance with the Maintenance Agreement, the rights and remedies of the Allottee shall be restricted to those set out in the Maintenance Agreement and shall not be covered under Clause 12 of this Agreement.

G. MAINTENANCE

1. The Parties agree that the Common Areas & Facilities may be developed in Phases, and accordingly, the Promoter shall have the exclusive right but not the obligation to maintain the Common Areas & Facilities until the handover of all Phases to the relevant users/ allottees irrespective of any notional hand-over of any Common Area & Facilities to the Association of Allottees at any time for any Phase, as per the Act. The Parties agree that the Allottee shall separately pay for the maintenance charges for such Common Areas & Facilities, as reasonably intimated by the Promoter from the date of offer of possession of the Apartment to the Allottee. It is clarified that maintenance charges shall be payable for a period of 5 (five) years from the date of offer of possession in advance by the Allottee and shall be as reasonably determined by the Promoter considering the cost, expenses and overheads involved, and thereafter from month to month at such reasonable rate as the Promoter, Maintenance Company/Agency or the Association of Allottees, whichever is in charge of maintenance work, decides.
2. The Parties agree and acknowledge that the Promoter may hand over the maintenance of the said Phases to a maintenance company or agency, or to any other nominee including other body or association (referred to as the "**Maintenance Company/Agency**" in this Agreement), as the Promoter in its sole discretion deems fit. Prior to the hand-over of possession of the Apartment to the Allottee, the Allottee shall execute a Maintenance Agreement with the Promoter, in the format prescribed by the Promoter, which the Allottee has already perused prior to execution of this Agreement. The Promoter shall have the right, at its sole discretion and without requiring any further approval from the Allottee to assign or transfer such Maintenance Agreement to the Maintenance Company/ Agency. The Allottee hereby irrevocably consents to such assignment. In the event that the Allottee has not entered into a Maintenance Agreement with the Promoters,

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the Allottee hereby agrees to immediately enter into the Maintenance Agreement for the maintenance and upkeep of the said Phases and the Allottee undertakes to pay the maintenance and other bills as raised by the Promoter or Maintenance Company/Agency (after the offer of possession of the Apartment to the Allottee), including amounts towards requisite non-refundable IFMS (Interest Free Maintenance Security) or like deposits and advance maintenance charges/ user fees etc. The Allottee undertakes to abide by the covenants of Maintenance Agreement from time to time.

3. That as and when any Plant and Machinery within the said Phases, as the case may be, including but not limited to lifts, electric generators, electric sub-stations, pumps, fire-fighting equipment, electronic equipment, any other plant/equipment of capital nature etc. require replacement, upgradation, additions etc., the cost thereof shall be contributed, in addition to the regular maintenance charges and the same shall be paid, to the Promoter or Maintenance Company/ Agency or Association of Allottees, as the case maybe, by all the allottees in the relevant Phases on pro-rata basis (proportionate to the carpet area of his/her Apartment to the total carpet area of all the apartments) in respect of which offer of possession has been given in the relevant Phases. The Promoter or the Maintenance Company/Agency, as the case may be, shall have the sole authority to decide the necessity of such replacement, upgradation, additions, repair etc. including its timings or cost thereof, and, the Allottee agrees to abide by the same.
4. The Allottee undertakes to bear and proportionately share all costs in whatsoever form with other allottees to carry out regular maintenance and repair of the relevant Phases.
5. The Parties agree and acknowledge that the quality and level of maintenance and services, as decided by the Promoter, shall not be downgraded or reduced at any time, by the Allottee or Association of Allottees, of which the Allottee is a member, without the consent of Promoter.
6. The Allottee agrees to pay user fee for the club/and also monies towards recurring expenses of upkeep, consumables or attendants etc., as may be prescribed and demanded by the Promoter / the entity nominated by the Promoter for the management of the club (irrespective of whether the Allottee has been availing any facility of the club/or not), in addition to maintenance charges.
7. The Allottee agrees to pay the user fee for the club in advance to the Promoter / the entity nominated by the Promoter for the management of the club, at the time of taking possession of the Apartment for a period of 5 (five) years from the date of offer of possession. Thereafter such charges shall be payable quarterly against bill to be raised by the Promoter / the entity nominated by the Promoter for the management of the club.
8. The Allottee agrees to abide by the rules and regulations formulated by the Promoter / the entity nominated by the Promoter, for proper management of the club. The entity nominated by the Promoter for the management of the club shall be entitled to open the club to screened external non-allottee patrons in case the financial stability of the club operations demands and the Allottee shall have no objection to the same.
9. The Parties agree that the Phases do not include any provision of renewable energy/ green energy as part of the facilities and amenities. Provided that where the Promoter, in its sole discretion, and on its own, elects to install solar panels/ plant or other plants/equipment for generation of green energy/ renewable energy etc. on the roof or other areas of the various buildings/ towers developed over the Phases (whether prior to or after the handover of the possession of the Apartment), the Allottees will have no objection to the same and will cooperate with the Promoter in installation of such equipment. If such equipment is installed by the Promoter, the Promoter will be owner of all this equipment, plant and machinery and will be entitled to charge the Allottee for the energy supplied at such rate as will be determined by the Promoter from time to time. The Allottee will be liable and bound to use green energy,

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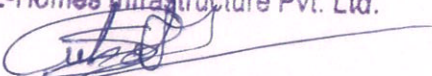
if so generated from the plant/ machinery installed by the Promoter in the interest of the environment. The Allottee or the Association of Allottees shall have no right or interest in such equipment, plant and machinery and it may be removed by the Promoter at any time, if deemed fit. The Promoter may also assign its rights in this Clause to any third-party.

10. Without prejudice to the generality of the foregoing, the Parties agree and acknowledge that the Allottee (either directly or through the Association of Allottees) shall have no entitlement to use any part of the Phases for the generation of electricity (whether renewable/ green energy or otherwise) without the written permission from the Promoter.
11. That the said plot is situated in Eco City, and the facilities, open areas/ parks (including surrounding and central green area abutting the said Plot) may be available to the Allottee upon payment of additional charges. Unless granted by the Promoter/ Eco City township developer in writing, maintenance or usage rights of any facilities and open areas/ parks of this township (including the surrounding and central green area abutting the said Plot) shall not be available to the Association of Allottees or the Allottee, and such areas shall not form a part of the Common Areas & Facilities in any manner. Notwithstanding the foregoing, the Allottee shall be liable to pay any maintenance or similar charges levied by the Promoter / Eco City township developer / NOIDA for the finishing, maintenance and repair/ upkeep of the overall Eco City including facilities, open areas/ parks, infrastructure and other services.
12. Electric Generators/ Power Backup systems and other such Plant & Machinery will only be taken on lease for the use of the Current Phase along with other Phases. In case any Plant & Machinery within the Phase has been obtained on a leasehold basis, including without limitation Electric Generators, all rental and other charges associated with such Plant and Machinery shall be paid by the Promoter until the date of offer of possession and, thereafter shall be paid by the Allottee on pro-rata basis proportionate to the carpet area of his/her Apartment to the carpet area of all the apartments in respect of which offer of possession has been given in all relevant Phases. Backup Power/ Electricity Charges shall be payable by the Allottee at rates higher than the grid electricity rates, factoring in the running and maintenance costs involved.

H. COMMON AREAS & ADDITIONAL PHASES

1. The Common Areas & Facilities/ undivided proportionate share of the Allottee in Common Areas & Facilities shall be calculated keeping in mind the proportion of carpet area of the Apartment vis-a-vis total carpet area of all subsequent Phases of the Project and/or in accordance with the deed of declaration under the UP Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011, as amended from time to time and submitted before the concerned authority, by the Promoter, which can be treated as final only after the completion of all Phases of the Project. The Allottee agrees and confirms that his/her right, title and interest in the said Apartment shall be limited to and governed by what is specified by the Promoter in the said declaration after completion of all Phases.
2. The Allottee shall have no right and / or interest in any Phase or part of the Project other than the Current Phase and the Promoter shall be free to deal with all other Phases in such manner as the Promoter deems appropriate, including to make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in relation thereto with no concern of the Allottee in any manner whatsoever.
3. Certain areas of the Current Phase may be used for providing features including but not limited to restaurant, spa, observatory, bar, pool, club and other like features, which shall be open to: the allottees of the Current Phase or other Phases, as may be decided by the Promoter, and to, external non-allottee patrons/ guests if permitted by the Promoter, but for both, only upon payment of relevant bills/ charges according to usage of such features (on pay-per-use basis).

For E-Homes Infrastructure Pvt. Ltd.



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The Allottee has duly understood this arrangement and has given his irrevocable consent for the same and waives any claims whatsoever in this regard permanently.

I. ASSOCIATION OF ALLOTTEES/ APARTMENT OWNERS

As a fundamental condition of allotment, the Allottee agrees and undertakes that he/she shall join the resident welfare association/ association of allottees/ apartment owners, which will be formed with consent of the Promoter and recognized as the rightful Association of Allottees by the Promoter and undertakes to not promote or join any other association. The Allottee shall fully adhere to UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and Rules, 2011. Solely if allowed and specified by the Promoter shall Allottees to any specific Phase have the right to maintenance and management by duly forming an Association of Allottees for their Phase only. Each Allottee consents to the inclusion of users/ allottees from other Phases, to the membership of any Association of Allottees formed for any one Phase only if the Promoter permits such inclusion. The Allottee agrees and undertakes to pay fees, subscription charges of the Association of Allottees and to complete all requisite documentation and formalities, as may be deemed necessary by the Promoter. The Allottee undertakes that as a member of the Association of Allottees, the Allottee shall comply with all provisions of this agreement individually and collectively with other allottees through the Association of Allottees.

J. SITE OFFICE

Until the completion, sale and handing over of all apartments in all Phases of the Project, the Promoter shall be entitled to maintain site offices and marketing offices within and adjacent to the Project site as per the sole discretion of the Promoter with no say of the Allottee or Association of Allottees. The Allottee or the Association of Allottees, wherein the Allottee is a member, shall have no objection in this regard and waives any claims on this account.

K. ADDITIONAL CONSTRUCTION

The Promoter shall have the right, without any approval of any Allottee to carry out alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold apartments within the said Building/ Block/ Tower and Current Phase and the Allottee agrees not to raise any objection or to make any claims on this account.

L. PAYMENT PLAN

1. The Promoter shall issue notice/demand letter either by post or electronically but non-receipt (or delay in receipt) of notice/demand letter by the Allottee shall not be a ground for delay of payment as per Payment Plan and the Allottee shall be treated in Default as per Clause 9.
2. The Allottee shall make all payments in time in terms of Schedule of Payments/ Payment Plan as given in Schedule C annexed to this Agreement from time to time, on his/her own by keeping himself/herself updated of the construction stages through periodic site visits and/or through updated information uploaded by the Promoter to the UP RERA website. The Promoter will also send notice/ demand letter/ intimation to the Allottee through one of various means available/ possible regarding achievement of a particular construction stage/milestone referred to in the Schedule of Payments/ Payment Plan in Schedule C. Unless the Promoter receives a request in writing through Registered Post about change of address, email address and phone numbers of the Allottee, all correspondence addressed and dispatched to the last recorded address, email address and phone numbers of the Allottee shall be considered sufficient intimation and communication in terms of this Agreement. That upon reaching a particular stage/milestone of construction as per Schedule of Payments/ Payment Plan, all instalments/

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payment stages mentioned prior to that stage shall also already/ immediately be due for payment by the Allottees, whether or not specifically claimed.

3. It is clarified that the right of the Promoter to appropriate payments of the Allottee in any manner deemed appropriate by the Promoter shall not be affected by any receipt or challan or like document executed/ issued by the Promoter in respect of any payment, or any documentation/ record of a specific head in any such receipt, challan and/or like document. The Promoter may retrospectively determine appropriation of payments under any head.

M. GENERAL OBLIGATIONS WITH RESPECT TO THE APARTMENT

1. The Allottee shall ensure that there is no water or drainage leakage or any form of pollution including noise, odour, garbage etc. emanating from their Apartment. The Allottee shall ensure that no internal changes are made in the said Apartment, except permissible minor changes with written permission of the Promoter. Under no circumstances, the Allottee shall alter, cover, or deface (in the sole opinion of the Promoter) the balconies and exteriors, the Apartment and the Building in any manner. Non-observance of the provisions of this clause shall entitle the Promoter or the Maintenance Company/Agency to enter the Apartment, if necessary and to remove/demolish/restore/repair all non-conforming fittings, internal changes (made without written permission of the Promoter), paints and fixtures at the cost and expense of the Allottee, and the Allottee will be liable to pay such damages, taxes, penalties, cost of removal/demolish/restoration/repair in accordance with the bill immediately on demand. Further, the Allottee shall be responsible and indemnifies the Promoter against any loss or damages arising out of breach of any of the aforesaid conditions. In case of non-compliance of any of the conditions in this Agreement (even after execution of sublease/ sale deed), the Promoter will give one notice to the Allottee and, thereafter it can proceed to cancel the sublease/ sale deed, as per due legal procedure.
2. That in interest of maintaining harmony and living environment in the Project/Current Phase, the Allottee has clearly understood the civic norms, as well as rules framed by Promoters. In the event, the Allottee is found indulging in any illegal or destructive activities against the Promoter or any of its staff or other allottees or creating hindrance and nuisance in peaceful atmosphere of the Project/Current Phase or commits any such offence for which a complaint or FIR has to be registered, the Promoter shall be entitled to forthwith cancel allotment of his/her Apartment and would refund the amount received following the same procedure/ schedule for refund as stated in Clause 7.5. Cancellation in this case, can be made by the Promoter, irrespective of whether the Allottee has paid full or part of the sale consideration. In such case, the Allottee shall automatically cease to be a member of the Association of Allottees with immediate effect, and shall cease and desist from any derogatory acts or performing any other acts to which only a member would normally be entitled.
3. That the Allottee shall ensure that the daily garbage is disposed of in the manner decided by the Promoter, Maintenance Company/Agency or the Association of Allottees and proper hygienic conditions are maintained. The Allottee shall ensure that garbage shall not be littered anywhere in the complex and all surroundings are kept clean. In case of default by the Allottee, the Promoter, Maintenance Company/Agency or the Association of Allottees shall be at liberty to impose penalty/costs and take such other action as is necessary to maintain cleanliness and hygiene in the said Phases, and such action shall be at the sole risk and cost of the Allottee.
4. The Allottee, his family and visitors shall carefully use and access the Apartment, Common Areas & Facilities, Current Phase or Project at their sole risk and waives any liability of the Promoter. The Allottee shall follow all rules and regulations and remain responsible to take care of their children and other family members including outside visitors, while using such areas and facilities including but not limited to swimming pool, club, gym etc. which shall not be supervised by the Promoter. The Promoter shall not be responsible for any injury, damage

For E-Homes Infrastructure Pvt. Ltd.



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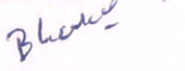
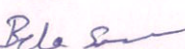
to life, monetary loss/damage or damage by whatsoever name called caused to the Allottee, family members or such visitor or guest of the respective Allottee.

5. The Allottee hereby acknowledges that the overall project is being developed in multiple Phases and the construction of other Phases may be ongoing even after the handover of Possession of the Apartment to the Allottee. The Allottee, his family and visitors shall use the Apartment, Common Areas & Facilities, Current Phase or Project at their sole risk and absolves the Promoter from all liability relating to ongoing construction. The Allottee agrees that he/she and his/her family members and guests should not go/visit to those areas, where the construction is going on and the Allottee shall undertake the responsibility to ensure that all safety measures are adequately taken by him/her, his/her family members and visitors to prevent any accident or unfortunate event/casualty. While construction is going on for the subsequent Phases, the Promoter shall be entitled to issue site safety rules/guidelines from time to time. It will be the responsibility of the Allottee to be aware of all site safety rules/guidelines issued from time to time and to strictly adhere and ensure adherence of his family members and guests to such guidelines and rules. The Promoter shall have no responsibility in case of any accident or injury or loss of life or property resulting from the Allottee or his/her family or visitors visiting / going to those areas where construction is going on or resulting from any non-compliance of site safety rules. The Allottee undertakes to indemnify the Promoter for any loss suffered by the Promoter because of non-compliance of such issued rules and the conditions contained in this Agreement.
6. Any access or use of the Eco City township surrounding or central green abutting the Plot by the Allottee or his/her family members or visitors, whether during construction or thereafter, shall be at the sole risk of the Allottee who also absolves the Promoter from any liability including but not limited to loss of life or property, injury or damage arising from such access or use and anything relating to the foregoing.
7. Allottee shall ensure that no electrical or plumbing related accident takes place at any time including while coming into contact with any electrical and plumbing services and infrastructure such as using surrounding space of underground, overhead water tank etc., electric wires, sewer manholes and underground tank manholes etc. Moreover, the Allottee must supervise their family and visitors at all times to prevent any such accident. The Promoter shall not be responsible for any loss of life or property, injury or damage whatsoever and the Allottee undertakes to indemnify the Promoter for any loss suffered by the Promoter because of negligence of the Allottee and non-compliance of rules and conditions contained in this Agreement.
8. The Allottee shall not use the Apartment for any purpose other than that permitted under law or in a manner that may cause nuisance or annoyance to other occupants/ residents of the Apartments in the said Building/ Phase(s). The Allottee shall not use or allow to be used the said Apartment for any illegal or immoral purpose and also shall not allow anything to be done in or around the said Apartment which tends to cause damage to any flooring or ceiling or services of any Apartment over/below/adjacent to the said Apartment or anywhere in the said Building/ Phase(s) or in any manner interfere with the use thereof or of Apartments, passages, corridors or amenities available for common use. The Allottee shall strictly conform to the standards and policies of residence in the said Project set by the Promoter/ Maintenance Agency/Company/ Association of Allottees from time to time.
9. The Allottee hereby undertakes that upon taking over possession of the said Apartment he/ she shall comply with and carry out, from time to time requisite, repairs so the premises remains habitable in its standard quality at their own costs and which will be required by any development authority/municipal authority/government or any other competent authority or the Promoter. The Allottee shall indemnify and hold harmless the Promoter against all costs,

For E-Homes Infrastructure Pvt. Ltd.


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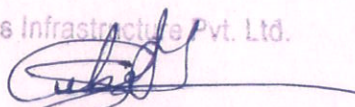
consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands or repairs.

10. The Allottee, his family and visitors while making any visits, as permitted by the Promoter, to the Apartment, Common Areas & Facilities, Current Phase or Project site before handing over of Possession by the Promoter, shall understand that he/she is doing so at his/her sole risk and waives any claims against the Promoter in this regard. The Promoter shall not be responsible for any damage, injury, and loss of life or property during the construction period of any Phase, before or after handing over the possession of the Apartment.
11. If the Promoter, Maintenance Company/ Agency or the Association of Allottees, as the case may be, finds that any Allottee or their tenant is creating nuisance or is found involved in any act which is detrimental to the homely atmosphere of the Phase(s) in the sole opinion of the Promoter, the Promoter, Maintenance Company/ Agency or the Association of Allottees, as the case may be, shall be entitled to get such nuisance removed and will be entitled to impose such penalty, as it may deem fit in the general interest of the allottees.
12. In case there is any leakage/ source of nuisance/ urgent need of repair/ cause of concern in the Apartment and the Apartment is locked, the Promoter/ Maintenance Company/Agency/ Association of Allottees will have right to break open the lock and enter into the Apartment and rectify the cause at the cost of Allottee and put its own lock for the time being and the Allottee will be liable to pay the charges along with damages decided by the Promoter/ Maintenance Company/Agency/ Association of Allottees. The Allottee shall indemnify and hold harmless the Promoter/ Maintenance Company/Agency/ Association of Allottees in this regard and he/she solely shall be responsible for any related theft/ loss or untoward incident.
13. That the Allottee has been duly informed that the Promoter may operate part of the Current Phase as 'serviced apartments' with short and long term stay guests. The Allottee is entering into this Agreement with the undertaking that they have no objection to the same and will provide unconditional co-operation to the Promoter to enable such plans of the Promoter.

N. FACILITIES & AMENITIES

1. This Agreement including Schedule F lays out the full extent of responsibilities of the Promoter as mutually decided. In entering into this Agreement, the Allottee has not relied upon any promotion/ outside material (or any statements therein) such as any marketing brochures, any print or other media communications (whether online or offline or otherwise), any oral or written representations/ statements by brokers, or any other representation or statements etc., other than those duly signed and authorised promotional material obtained by the Allottee at the office of the Promoter. Any such duly signed and authorised promotional material may only be relied upon subject to its terms (including any validity periods set out therein). The Allottee acknowledges that his/her rights under the Act (and otherwise) shall only be in respect of any incorrect or false statements made under such duly signed and authorised promotional material obtained by the Allottee at the office of the Promoter.
2. It is clarified that the Apartment includes the apartment/flat mentioned herein with proportionate share in the land underneath the Block/ Building/ footprint of Tower wherein the Apartment is situated and undivided proportionate share in the Common Areas & Facilities for the Current Phase only in accordance with this Agreement.
3. That this or any Agreement and the sale deed/sublease deed/ agreement to sublease to be executed in furtherance of this Agreement in no manner create or will create any right, title or interest of the Allottee in the Limited Common Areas or the Independent Areas as declared by the Promoter under the UP Apartment (Promotion of Construction, Ownership and

For E-Homes Infrastructure Pvt. Ltd.


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Maintenance) Rules, 2011 and as amended from time to time submitted before the concerned authority (called '**Limited Common Areas**' or the '**Independent Areas**' respectively in this Agreement) including but not limited to additional unallocated parking space, or Shops as described/ prescribed in Schedule F, or other areas not forming a part of the Common Areas & Facilities and the Apartment, or other apartments on the Plot. This Agreement excludes any part of the Current Phase or Phases or Project, which are specifically not mentioned in this Agreement as to be transferred in favour of the Allottee, and the Promoter reserves its right to deal with these in any manner the Promoter deems fit and proper at its sole discretion. The Allottee shall not have any objections, and hereby waives all his/her objections in this regard.

4. That this Agreement is made only on the basis of carpet area of the Apartment as disclosed by the Promoter and any mention of total saleable area/ super area etc. by anyone/ anywhere must be and has been disregarded by the Allottee prior to applying for allotment of the said Apartment. In case of any calculation where a proportionate share has to be calculated across Current Phase and any previous Phases sold before the Act coming into force, a method used by the Promoter, which equitably calculates the areas of the Current Phase and any previous Phases will be binding on the Allottee, who waives any objections in this regard.
5. That it is clarified at the cost of repetition that the Limited Common Area, Exclusive Terrace Area and Independent Areas are not part of this Agreement and not subject to sale under this agreement. However, the Promoter may enter into separate agreements for sale of Independent Area, or Exclusive Terrace Area, and for allocation/ designation of the Limited Common Area, or part of it to any allottee or buyer (as applicable) vide a separate agreement. The Parties hereto acknowledge and agree that the Promoter is fully entitled to sell the property forming part of the Independent Areas or the Exclusive Terrace Areas to specific persons/ buyers on payment of consideration and the Allottee will have no objection of any kind whatsoever, if, the Promoter sells it to some other persons/ buyers and Allottee hereby grants his/her consent for the same. The Allottee also fully empowers the Promoter to allocate/designate the Limited Common Areas for use by one or more allottees, as the Promoter deems fit.
6. The Allottee is fully aware and agrees that entry access to the terrace and/or skydeck and/or any features on top of the Block/ Building, is limited to Allottees of certain specifically identified Apartments of the Project only, as decided by the Promoter, and users or Allottees of any other apartments shall not have access to the same except in case of emergency. Further, there are certain other terraces that have exclusive access from certain apartments (each of the said terraces being called the "**Exclusive Terrace Areas**" herein) and are for the exclusive use and access of the corresponding Apartment with exclusive right to access these Exclusive Terrace Areas. Accordingly, such Exclusive Terrace Areas (and the right of use, access and enjoyment thereof) shall be limited to the corresponding allottees and shall not form a part of the Common Areas & Facilities.
7. The Parties agree that the Phases do not include any provision of commercial facilities as part of the Common Areas & Facilities. Any commercial areas, including but not limited to commercial shops, offices, godown/store, clinic, creche/playschool etc. (being called the "**Shops**") shall, at the discretion of the Promoter, be developed as standalone apartments or as part of Independent Areas (as applicable) but not as facilities or amenities for common use. Notwithstanding anything contained in this Agreement, Shops shall be sold by the Promoter, who shall solely be entitled to the sales consideration/ amounts received from sale of Shops.
8. That unless otherwise declared by Promoter, any area other than Apartments, Common Areas & Facilities, Exclusive Terrace Areas and Limited Common Areas in the Phases shall form part of Independent Areas which will be exclusive property of the Promoter and the Allottee has nothing to do with the same and neither this Agreement nor the sale deed/ sublease deed/ agreement to sublease creates any right or title or interest of any kind what so ever in favour of the Allottee over the same.

For E-Homes Infrastructure Pvt. Ltd.



Authorised Signatory

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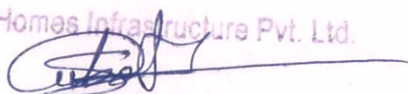
B. Laxmi

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9. Notwithstanding anything to the contrary contemplated in this Agreement, the Parties agree and acknowledge that in addition to the Independent Areas, Exclusive Terrace Areas, Limited Common Areas, as contemplated for the Current Phase, the Promoter may from time to time, demarcate other areas in any Phase, which would not form a part of the overall Common Areas & Facilities, and may be (i) limited for exclusive use of the Promoter, (ii) exclusively owned by the Promoter, or (iii) restricted for exclusive use by owners/ occupants of certain portions of any Phases. The Allottee shall have no right to use or access to the Common Areas & Facilities of other Phases (other than the Current Phase), except where specifically permitted by the Promoter. The Allottee and Association of Allottees, of which the Allottee is a member, shall not interfere in allocation of Common Areas & Facilities between the Phases by the Promoter, who shall do such allocation in its entire and sole discretion. Nothing contained herein shall be deemed to provide the Allottee with any rights with respect to any other Phases of the Project or any Towers/ Blocks constructed therein.
10. Unless otherwise decided by the Promoter, the undivided share in amenities and facilities which are part of Common Areas & Facilities constructed along with Phase I of the Project, will be shared between allottees of Phase I and allottees of all subsequent Phases in proportion to carpet area of apartments; and Allottees of all subsequent Phases will have the right to use these on equal basis with allottees of Phase I. However, the same shall not apply vice versa to Common Areas & Facilities constructed along with subsequent Phases; i.e. these Common Areas & Facilities constructed along with subsequent Phases shall not be shared with allottees of Phase I, unless decided by Promoter.
11. That the Allottee hereby acknowledges and accepts that the Promoter is the exclusive owner of the Independent Areas and has got absolute right over the same and the Allottee will have no objection of any kind whatsoever, if, the Promoter makes use of the same by way of constructing separate Residential/Commercial blocks/ towers, apartments etc. (as a new Phase under the Act) and shares the Common Areas and Facilities of the newly constructed Phase with that of the Current Phase and/or vice versa, as decided in sole discretion of the Promoter.
12. The Limited Common Areas designated and allocated for common use by certain portions of any particular Phase or Block/Tower shall be used by the allottees of those portions of said Phase or Block/Tower exclusively. The Allottee shall have no claim or interest in such areas.
13. The Allottee agrees that the parking usage right/ permit to him/her for use shall be considered appended to the Apartment and the same shall not have independent legal entity detachable from the said Apartment. The Allottee undertakes not to sell/transfer/deal with the parking permit / usage right independent of the said Apartment.
14. In no case shall the Allottee have a right to enclose or to raise boundary for the purpose of car parking anywhere in the Project. Parking for, a certain apartment, which is situated in a particular block/ tower, might be allocated/ available under/ near another block/ tower in the Project and the Allottee has clearly understood the same. The Allottee shall have no right to park/ usage right/ permit for any open parking space situated anywhere in the Current Phase/ or the Project unless specified by the Promoter.
15. (a) The Allottee has understood that parking of vehicles shall be at their sole risk, and the Allottee hereby absolves the Promoter from all liabilities relating to parking including any injury/ loss/ theft/ damage to anything etc. whatsoever. The Allottee shall also adhere to speed limits, instructions and take necessary care for safety considerations as per instructions/guidelines laid down by the Promoter/ Maintenance Company/ Agency/ Association of Allottees from time to time.

For E-Homes Infrastructure Pvt. Ltd.



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- (b) The Allottee undertakes to adhere to Valet Parking or any other policy/system of parking followed and prescribed by the Promoter/Maintenance Company/ Agency or the Association of Allottees as the case may be. The Allottee undertakes to not object or dispute position, location, features, nature/ type, access and right of way of parking space allocated to them, if any. The Allottee acknowledges that the Promoter shall have the sole right to modify/ alter/ relocate/ re-allocate the parking space allocated to the Allottee at their sole discretion in the interest of the Project.
- (c) Notwithstanding anything contained in this Agreement, the Allottee acknowledges that parking space allocated to him/her may be in form of dependent access or automated parking or any other form of parking which may be dependent on another adjacent/above/below parking space/ vehicle for ingress or egress, which shall be allocated in the sole decision of the Promoter and the Allottee duly consents and waives all right to challenge such allocation. The Allottee is aware and acknowledges that he/she can be allotted any such parking space, which is adjacent/ above/ below to another parking space, only through which right of way is available and the Allottee shall conform to the policy made in this regard by the Promoter/ Maintenance Company/ Agency/ Association of Allottees from time to time. The Allottee must at all times allow and facilitate the entry and exit of any vehicle parked adjacent/above/below their vehicle at the allocated parking location/bay.
- (d) It is clarified that in case of automated car parking spaces, one automated parking module/machine shall have two or more car parking spaces for the use by two or more separate allottees unless otherwise specified by the Promoter. In one such module, the Allottee will have access to only one car parking space at lower or upper level, as allocated, for each one car parking space appended with the said Apartment, if any. Such module/machine itself shall not belong to any one allottee. The Allottee agrees that, after expiry of warranty period of automated parking equipment, AMC (annual maintenance contract) charges for the same shall be liability of the Allottee and it may be borne as part of common area maintenance charges by all allottees proportionately, in advance annually; and its amount shall be decided by the Promoter/ Maintenance Company/ Agency/ Association of Allottees from time to time and the Allottee shall abide by the same.
- (e) The Allottee has clearly understood that location/bay of the parking space allocated to the Allottee, if any, to park one vehicle in the Project, may be converted into automated parking by installation of an automated car parking module/machine in such location/bay for parking of two or more vehicles, solely at the discretion of the Promoter (and not by the Allottee him/herself) at any time in future. It is made abundantly clear that two or more automated parking spaces thereby created may be allotted to two or more separate allottees upon them making payment for each such automated parking space to the Promoter, and the Allottee will remain eligible for only one such parking space. The Allottee may not hinder installation of automated parking module/machine in their allocated parking space and shall not claim space for more than one car as a result of installation of such module/machine.
16. The Parties agree that if law permits, the Promoter may decide at the request of Allottee to offer possession block/Building-wise after apartments are ready for interior fit-outs. The Allottee undertakes to make his/her own/follow the Promoter's temporary arrangements for parking and other facilities, amenities and services until such time that construction of the other Blocks, Phases and Common Area & Facilities is completed. The Allottee waives all his/her claims, indemnifies and holds harmless the Promoter from any liabilities in this regard.
17. The Allottee confirms that it has inspected/perused the sanctioned plans/ layout plans/ other plans approved by the competent authority and acknowledges that a copy of the same is also available for inspection at the site/ office of the Promoter. Further the Allottee acknowledges and confirms that it has reviewed information provided by the Promoter on the website of the

For E-Homes Infrastructure Pvt. Ltd.



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relevant authorities and UP RERA and has used the same as the primary basis for entering into the Agreement without relying on any other information or material whatsoever.

18. That Common Areas & Facilities, which are meant for the use and occupation by many allottees shall be used by the Allottee in consonance with the common rights of other allottees and without disturbing the rights of the other allottees in the Common Areas & Facilities, in a manner that is harmonious and not inconvenient for any other allottees or the Promoter.
19. Despite having been assigned a notional undivided share, it is made abundantly clear that Common Areas & Facilities shall only be available for use by the Allottee subject to the timely payment of periodic maintenance charges/ club user fee/ other dues etc. and the Allottee agrees that in the event of failure to pay maintenance charges/ club user fee/ other dues etc. on or before due date he/she shall not have the right to use any Common Areas & Facilities. The Allottee unconditionally agrees that the payment of maintenance charges/ club user fee/ other dues etc. shall not be optional and shall be mandatory for the Allottee to continue his allotment of the Apartment and continue access to basic services.
20. The Total Price of the said Apartment does not include the cost of any items whatsoever (except those agreed in the specifications) including but not limited to electric fixtures, geysers, provision of A.C., wardrobes and modular kitchen, copper piping/ drain-out piping for A.C., gas pipe and infrastructure, meters etc., installation for which shall be procured by the Allottee at his/her own cost (unless otherwise agreed in writing). If due to any subsequent legislation/ government order, directives, guidelines or change/amendments in the fire or other safety norms or otherwise in the national building code or other codes or if deemed necessary by the Promoter at its sole discretion, additional fire or other safety or any compliance measures are undertaken, then the Allottee undertakes to pay within thirty (30) days from the date of written demand by the Promoter, the additional expenditure incurred thereon in proportion to the carpet area of his/her Apartment to the carpet area of all the Apartments in the Current Phase/ Phases (as applicable) as determined by the Promoter, in the interest of compliance, safety and security.
21. The Allottee has the right to visit a location designated by the Promoter at the periphery of the Current Phase site to assess the extent of development of the Current Phase, with prior permission of the Promoter. Any visit by the Allottee shall (a) adhere to all site rules and regulations of the Promoter; and (b) shall be at Allottee's own risk and cost. The Allottee shall keep the Promoter indemnified from any liability arising from any loss or damage occurring on account of the Allottee or his/her nominees being present at Current Phase site.
22. Notwithstanding any handover of the possession of Apartments and/or the Common Areas & Facilities (or any offer thereof by the Promoter) in accordance with this Agreement (and execution of requisite documentation in such regard), the Parties agree and acknowledge that the Apartment is being developed as an overall part of the various Phases and accordingly, the Allottee acknowledges and confirms and consents that:
 - (i) The external boundary wall of the said land for the Current Phase, other parts of the Current Phase and Common Area & Facilities may not be completed until the completion of each of and all of the Phases;
 - (ii) The Promoter shall continue to be entitled to use any portion of the Plot of the Project for the purposes of the construction and development of the other Phases;
 - (iii) The Promoter shall continue to be entitled to access and use the Common Areas & Facilities / pathways/ internal roads for the purposes of transportation of manpower and materials for construction of other Phases.

For E-Homes Infrastructure Pvt. Ltd.



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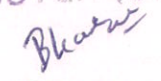
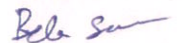
The Allottee indemnifies and holds harmless the Promoter from any liabilities in this regard.

23. Further the Allottee, consents generally to the right of the Promoter to develop and construct such other Phases and shall not have any objection to, and waives any right to challenge, the construction and development of such other Phases. The Allottee agrees that he/she shall not cause disruption/ delay/ slowdown/ hamper in any manner whatsoever such development/construction. The Allottee agrees and acknowledges that the Allottee shall have no other right or interest in any subsequent Phases or the development/construction thereof.
24. The Parties agree and acknowledge that neither the Association of Allottees, nor the Allottee, nor any sub-lessee, licensee, invitee, agent, contractor, representative thereof, shall have any right to undertake any construction of any form including but not limited to additional structures, floors, towers or otherwise undertake any other construction, whether permanent or temporary, at any location within the Project. Above does not include interior fit-outs of the Apartment which shall be at the sole risk and expense of the Allottee with prior permission of, and while duly following the rules and regulation set by, the Promoter.

For E-Homes Infrastructure Pvt. Ltd.


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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL85977418107165U
Certificate Issued Date	: 04-Feb-2022 01:56 PM
Account Reference	: IMPACC (PF)/ dl766013/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL76601362211719950121U
Purchased by	: BHARAT SARDANA AND BELA SARDANA
Description of Document	: Article Undertaking
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BHARAT SARDANA AND BELA SARDANA
Second Party	: Not Applicable
Stamp Duty Paid By	: BHARAT SARDANA AND BELA SARDANA
Stamp Duty Amount(Rs.)	: 50 (Fifty only)



Please write or type below this line

Part of Undertaking

FLAT BUYER(S)

Bharat

Signature

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Statutory Alert:

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

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LETTER OF CONSENT

M/s E-Homes Infrastructure Pvt. Ltd. ("Promoter")
New Delhi

Sub: Consent with respect to Booking of Apartment at Plot No. 14, Eco City, Sector 75, Noida

I/We, Bharat Sardana & Bela Sardana

S/W/D/o Late Sh. Bhim Sain Sardana

hereby consent that the rights and liabilities of the Parties shall be governed by Indian Laws. All or any disputes arising out of the or in relation to the terms and conditions of the booking of Apartment at Plot No. 14, Eco City, Sector 75, Noida, not settled amicably by mutual discussion shall be settled by an Arbitrator appointed by the by the Chairman of the Promoter in accordance with the terms of the Arbitration and Conciliation Act 1996, as amended from time to time and I/We consent to appointment of such sole arbitrator.

Sincerely,

(Allottee)

Flat No.: A-2301

FLAT BUYER (S)

Bharat

Signature

Bela

APPLICATION FOR MEMBERSHIP

The Secretary
Apartment Owner's Association
Plot No. 14, Eco City,
Sector 75, Noida

Sir,

Please enroll me as a member of _____

and I herewith remit a sum of Rs. _____ towards entrance fees of the said Association.

Kindly inform the annual subscription fee to be paid and also supply a copy of the bye-laws of the association.

Kindly keep me informed of the activities of the Association from time to time.

Thanking you,

Yours faithfully,

(Applicant)

Flat No. A-2301

FLAT BUYER (S)

Bharat

Signature

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LETTER OF CONSENT

New Okhla Industrial Development Authority (NOIDA)
Gautambudh Nagar, U.P.

Sub: Consent with respect to Plot No. 14, Eco City, Sector 75, Noida

I/We have booked an apartment/ flat situated on Group Housing Plot No. 14, Eco City, Sector 75, Noida. I/We have seen both the proposed and approved layout and building plans of Plot No. 14, Eco City, Sector 75, Noida. I/We have already been informed about the need of revision/change(s) in the sanctioned layout and building plans to utilize increased FAR etc. as proposed. I/We have been duly informed that available/ soon to be available FAR for the plot has not been utilized completely and the company is planning to seek additional FAR available/ as and when it will be available as per law. Therefore, I/We do hereby give my consent for change of the layout and building plans of Plot No. 14, Eco City, Sector 75, Noida at any time before or after completion is obtained, subject to some conditions stated below.

I/We have no objection if the Company utilizes increased FAR for construction of additional floors/ apartments on current or future tower(s) (maximum number of floors may go up to 60 storeys for Tower A and up to 30 storeys for other towers). Further I/We are aware that the currently planned common areas and facilities etc. of housing complex have been planned/ designed to be shared with the additional apartments to be constructed in proposed tower(s) within above limits of no. of floors. I/We do hereby consent that rights in such common area and facilities, if any, may only accrue to me/ us proportionately to area of apartment with respect to total area planned to be utilized within above limits of no. of floors and I/ We explicitly undertake and agree that such temporary notional undivided share will adjust automatically in case of increased utilization of FAR/ apartments/ floors but within above limits of no. of floors. The Company has taken the provision in the structure of the buildings for construction of additional floors.

Further, I/We have no objection if the heights of the towers and number of apartments and floors therein are increased or decreased and layout/ building plans for the same are changed accordingly anytime later and I/We do hereby give my/ our consent for such changes and modifications of the building plan within above limits of no. of floors. This is a one-time consent I/We have unconditionally given after discussion and with our own free will and this shall be applicable irrevocably to the above-mentioned plot and buildings thereupon forever hereafter, even in case of any sale/ transfer etc. of my/ our apartment.

Sincerely,

(Allottee)

Flat No.: A-2301

FLAT BUYER(S)

Bhawan

Signature

Bele san

Cc: M/s E-Homes Infrastructure Pvt. Ltd.
New Delhi

UNDERTAKING

Under provisions of Uttar Pradesh Apartment (Promotion of Construction Maintenance and Ownership) Act, 2010 and The Real Estate (Regulation and Development) Act, 2016

I/We, Bharat Sardana & Bela Sardana
S/W/D/o Late Sh. Bhim Sardana

hereby undertake, consent and grant unconditionally that the Company, M/s E-Homes Infrastructure Pvt. Ltd., shall at any time in the future have the right to carry out any alternations, modifications, additions, improvements, designing, re-designing, densification with increased FAR and dwelling units, and also repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to Plot No. 14, Eco City, Sector 75, Noida including the Current Phase or any other Phases and I/We agree not to raise any objection or to make any claims on this account at any time, whatsoever.

I/ We undertake that the Company shall have the right to have any revised layout/ building etc. plans approved accordingly from time to time by various authorities without any objection from me/ us.

I/ We undertake to fully comply with any future requirements of the Company in relation to the above.

I/We undertake and confirm that we had the unconditional option to receive full refund of our money in case we did not wish to enter into the Agreement for Sale and to withdraw our application for booking.

I/We undertake that I/We are under no pressure or coercion to enter into the Agreement for Sale and have entered into the same on our own free will and after seeking due legal advice.

Sincerely,

(Allottee/ Deponent)

Flat No. A-2301

FLAT BUYER (S)

Bharat

Signature

Bela Sardana