

**PLOT AT GOMTI GREENS
LUCKNOW, UTTAR PRADESH**

PLOT BUYER'S AGREEMENT

Emaar MGF Land Limited
Gomti Greens, Integrated Township Project
Lucknow, U.P.

Plot no :-

Instructions for execution of the Plot Buyer's Agreement

1. Kindly sign along with joint allottee, if any, at all places marked (x) in the Agreement including all annexures and stamp paper.
2. Kindly paste, at the place provided, color photographs including of all joint allottee(s) and sign across the photographs.
3. Kindly furnish the permanent account number ('PAN') issued by the Income Tax Department, to the Company.
4. Both signed copies of the Plot Buyer's Agreement with all the Annexures in its original form shall be returned to the Company by registered post (AD) / hand delivery only within the time stipulated in this Agreement.
5. Witnesses signatures to be done only on Page No. 31.
6. Copy of the partnership deed and resolution signed by all Partners required, in case the Allottee is a Partnership Firm.
7. Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required, in case the Allottee is a Company.

Plot No.: Total Price: Rs.

PLOT BUYER'S AGREEMENT

This Agreement is made on this ____ day of _____, 20__ at _____, ("**Agreement**")

BY AND BETWEEN

Emaar MGF Land Limited, a company incorporated under the Companies Act, 1956, having its Registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi-110017, through its Authorized Signatory, (hereinafter referred to as the "**Company**" which expression shall unless repugnant to the context or meaning thereof, deem to include its successors, subsidiary, nominees, executors and assigns) of the **First Part**

AND

Mr. Deependra Kumar Singh (Aadhaar no. _____) S/o Mr. Daya Shanker Singh, aged about ____, residing at E-74, Lajpat Nagar -2 New Delhi, Delhi - 110024, , India, (PAN _____), hereinafter called the "**Allottee**" (hereinafter Singly/Jointly, as the case may be, referred to as the "**Allottee(s)**", which expression shall, unless repugnant to the context or meaning thereof, deem to include their legal heirs, administrators, executors successors & permitted assigns) of the **Other Part** .

The Company and the Allottee are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

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

- A. The Company has conceived, planned and is in the process of developing integrated township in a housing scheme known as "**Gomti Greens**" an Integrated Township (hereinafter referred to as "**Project**") approved under Integrated Township Policy of UP Govt. (hereinafter referred to as "**Scheme**") on a piece and parcel of land admeasuring 226.37 Acres situated on Village Sarsawa, Ardauna Mau and Ahma Mau, Pargana, Tehsil and District Lucknow (hereinafter referred to as "**Land**").
- B. The Company has obtained a Licence No. 850/CTP/2006 as a private developer from the Lucknow Development Authority, Lucknow on 17.08.2006. The said licence has been duly renewed by the Lucknow Development Authority, Lucknow, vide its letter No. 406/Adhi Aa/H.T.I.G/10 dated 11.11.2010.

- C. The Company has registered the Project with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow under registration no. [UPRERAPRJ5635] under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the Real Estate Act**”) and/or Rules and Regulations made thereunder and are subject to provisions of the Act and/or rules. If any content and/or terms & conditions or its any part is found contrary or inconsistent to any provision of the Act and/or rules and Regulations made thereunder, that content and/or terms & conditions or that part shall be deemed to be repealed and amended to that extent Rules and Regulations made thereunder shall prevail to that extent. All contents and terms & conditions of this Agreement are duly and fairly drafted and imbibed as per provisions of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**RERA**”) and Rules and Regulations made thereunder .
- D. After satisfying himself of the rights and title of the Company, the Allottee had applied for a Plot in the Project *vide* application dated _____ and that the Allottee has been allotted Plot no. _____ having area of _____ square meters (_____ square yards), as permissible under the applicable law (hereinafter referred to as “said Plot” more particularly described in **Anneuxre I**);
- E. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- F. The Allottee has not relied upon, and is not influenced by any architect’s plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by any person. Furthermore, the Allottee acknowledges and declares that it has agreed to purchase the Plot entirely upon its own independent enquiry and investigation. The Allottee has through its advocates/consultants, obtained legal advice, made enquiries and has fully satisfied itself in all respects, with regard to the right, title and interest of the Company in the said Scheme and has reviewed the layout plans, licenses, ownership records, etc. of the Scheme and other documents relating to the title and competency of the Company to enter into the arrangement aforesaid with the Company and is satisfied with the same.
- G. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- H. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Company hereby agrees to sell and the Allottee hereby agrees to purchase the said Plot as specified in this Agreement.
- I. The Allottee agrees and understands that the areas allotted to it are tentative and are subject to change as contemplated in this Agreement, till the grant of completion certificate by the competent

Authority or any other approval as maybe required from the competent Authority for the completion of services.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL AGREEMENTS REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND ADEQUACY OF WHICH ARE HEREBY MUTUALLY ACKNOWLEDGED), THE PARTIES AGREE AS FOLLOWS:

Definitions:

In this Agreement, the following words and expressions, when written in capital letters, shall have the meanings assigned herein. When not written in capital letters, such words and expressions shall be attributed to their ordinary meaning.

“Agreement” shall mean this Plot Buyer’s Agreement alongwith all annexures, recitals, schedules, terms and conditions for allotment of the Plot being executed between the Allottee and the Company.

“Applicable Laws” shall mean and refer to all applicable statutes, laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, directions, guidelines, policies, codes, notices, judgments, decrees or any other requirement or official directive of any Authority or any person authorized to act under any Authority from time to time in relation to the Project, Plot or the transaction between the Parties as contemplated herein.

“Application” means the application of the Allottee for booking/provisional allotment of the Plot in the Project.

"Authority(ies)" shall mean and include any government body, statutory body, judicial or quasi-judicial authority, tribunal, Airport Authority of India, fire department, mining department, courts, tax authorities, State Pollution Control Board, Ministry of Environment & Forests (MOEF), Uttar Pradesh Real Estate Regulatory Authority, Luknow Development Authority, Reserve Bank of India, any authority under the FEMA, state electricity boards, its tribunal or any other government/ local bodies;

“Cess” shall mean any applicable cess, existing or future on the supply of goods or services or both.

"Sale Deed" shall mean a document duly executed and registered before the concerned Sub – Registrar by the Company in favour of the Allottee for the purposes of transferring all the rights, title and interests in the Plot to the Allottee;

"Delay Payment Charges" shall mean interest equivalent to MCLR on home loan of State Bank of India + 1% unless or any other rate of interest as may be prescribed under Applicable Laws.

“Advance Money” shall mean the booking amount for the Plot, being equivalent to 10% of the Total Price to be paid by the Allottee as per the Schedule of Payments for the due fulfillment of the obligations of the Allottee for booking the Plot in the Project.

“EDC” means the external development charges levied/leviable by the Government of Uttar Pradesh now or in future.

"Force Majeure Event" shall include any event beyond the reasonable control of the Company which prevents, impairs or adversely affects the Company's ability to perform its obligation under this Agreement *inter-alia* including war, flood, drought, fire, cyclone, earthquake or any other natural calamities affecting the development and construction of the Project and delay on account of non-availability of steel and/or cement and/or other construction materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company or due to any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Company and any other such event or circumstance similar or analogous to the foregoing.

“Goods and Service Tax” shall mean any tax imposed on the supply of goods or services or both under GST Law.

“GST Law” shall mean Integrated Goods & Service Tax Act, 2017, GST (Compensation to the States for Loss of Revenue) Act, 2017, Central Goods & Service Tax Act, 2017 and State Goods & Service Tax Act, 2017 and all related ancillary legislations, rules, notifications, circulars.

“IDC” means the infrastructure development charges as are imposed by the Government of Uttar Pradesh, now or in future.

“IFMS” means interest free maintenance security, to be paid by the Allottee as and when demanded by the Company/Maintenance Agency as security for the payment of maintenance charges.

“Maintenance Agency” means the Company or association of owners or such other agency/ body/ entity, etc. to whom the Company may handover the maintenance and upkeep of the plotted Township and who shall be responsible for providing the maintenance services within the Scheme/Project.

“Maintenance Charges” shall have the meaning ascribed to it in the Agreement.

"PLC" or "Preferential Location Charges" shall mean the charges to be paid by the Allottee in case the Plot allotted to the Allottee is preferentially located.

“Real Estate Act/RERA” shall mean and refer to the Real Estate (Regulation & Development) Act, 2016 including the Uttar Pradesh Real Estate (Regulation and Development) (Amended) Rules, 2016 along with all regulations framed thereunder;

“Schedule of Payments” or “Payment Plan” means the price list as set out in **Annexure-III** to this Agreement providing details and Basic Sale Price of the said Plot.

“Taxes and Cesses” shall mean any and all taxes as maybe applicable for the development of the plotted colony and any other taxes, Cesses, charges, levies by whatever name called, paid or payable by the Company and / or its contractors, sub-contractors, suppliers, consultants, etc. payable at the rates prevailing at the time of respective payments, in connection with the development of the Project, now or in future.

“Total Price” shall mean the Total Price for the Plot which shall comprise of the following:

- A. Basic Sale Price amounting to **Rs** .
- B. Preferential Location Charges amounting to Rs.
- C. Maintenance Charges: As applicable.
- D. Club Member ship Charges : As applicable
- E. Interest Free Maintenance Security: **Rs.** /-
- F. Other Charges for miscellaneous facilities: **Rs** /-
- G. Services Connection Charges : **Rs** /-
- H. Taxes and Cesses: As applicable and as and when demanded by the Company

“Plot” means the specific residential plot applied for by the Allottee, details of which have been set out in this Agreement.

Interpretation:

- (a) In this Agreement, any reference to any statute or statutory provision shall include:
 - (i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- (b) any reference to the singular shall include the plural and vice-versa;
- (c) any references to the masculine, the feminine and the neuter shall include each other;
- (d) any references to a "company" shall include a body corporate;
- (e) the recitals and annexures form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals and annexures to it. Any references to Clauses and annexures are to Clauses of and annexures to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the annexures in which the reference appears;
- (f) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (g) headings to Sections, parts and paragraphs of annexures and annexures are for convenience only and do not affect the interpretation of this Agreement;
- (h) "in writing" includes any communication made by letter or e-mail;
- (i) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (j) the recitals are an integral part of this Agreement and any provisions contained in the recitals including any representations and warranties shall be binding on the Parties as if set forth in the main body of this Agreement.

(k) Any reference to the phrase '*handing over the possession of the Plot*', '*taking over the possession of the Plot*' or any similar phrase shall mean (i) actual physical handover of the possession of the Plot in favour of the Allottee, or (ii) expiry of the period, for taking the possession of the Plot by the Allottee, as prescribed in the Possession Notice, whichever is earlier.

1. TERMS:

- 1.1 In consideration of the Allottee complying with the terms and conditions of this Agreement, completing various requisite formalities, as may be required herein and agreeing to make timely and complete payment of the Total Price as per the Payment Plan, the Company agrees to sell, convey and transfer to the Allottee and the Allottee hereby agrees to purchase and receive, the said Plot as specified in this Agreement.
- 1.2 Both the parties confirm that they have read and understood the provisions of the Real Estate Act as well as all Applicable Laws to the Project and the Plot.
- 1.3 The Total Price for the said Plot based on the plot area is Rs. _____/- (Rupees Seventy Lacs Forty Eight Thousand Two Hundred And Seventy Two only ("**Total Price**") as per detailed break-up given in **Annexure III** of this Agreement.

Explanation:

- (i) The Total Price above includes the Advance Amount paid by the Allottee to the Company towards the said Plot;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Company by way of GST and other taxes which may be levied, in connection with the development of the Project payable by the Company, by whatever name called) up to the date of handing over the possession of the said Plot to the Allottee and the Project to the association of allottees or the competent Authority, as the case may be, after obtaining the completion certificate for the purpose of such possession or any other approval as maybe required from the competent Authority for the completion of services

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Company 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 and the execution of the Sale Deed, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Company shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make payment demanded by the Company within the time and in the

manner specified therein. In addition, the Company shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The Total Price of said Plot includes recovery of price of land, development of Plot the Common Areas, internal development fee, external development fee, taxes, cost of providing electric wiring, electrical connectivity to the Plot, water line and plumbing, fire detection and firefighting equipment in the Common Areas, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the said Plot and the Project.
- (v) The Allottee(s) has agreed that out of the amount(s) paid/ payable by him for the said Plot allotted to him, the Company shall treat 10 % of Total Price of said Plot as Advance Money to ensure fulfillment, by the Allottee(s) of all the terms and conditions as contained in this Agreement.

1.4 The Allottee is aware that the Company may be applying for and thereafter will receive the permission, from State Electricity Boards or from any other body/commission/regulator/licensing authority constituted by the Government of U.P for such purpose, to receive and distribute supply of electrical energy in the Scheme, under prevailing rules and byelaws of the Government and that the Allottee undertakes to pay on demand to the Company proportionate share as determined by the Company of all deposits and charges paid/ payable by the Company to the said U.P. State Electricity Board and /or any other body/commission/regulatory /licensing authority constituted by the Government of U.P. and /or any other authority or private party, failing which the same shall be treated as unpaid portion of the sale price payable by the Allottee for the Plot and the conveyance of the Plot shall be withheld by the Company till full payment thereof is received by the Company from the Allottee. Proportionate share of cost, incurred by the Company for creating infrastructure like HT Feeder, EHT Substation etc. shall also be payable by Allottee on demand. Further in case of bulk supply of electrical energy, the Allottee agrees to abide by all the conditions of sanction as granted by the U.P State Electricity Board or any other body responsible for such bulk supply of electrical energy. The Allottee agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Company, from time to time.

1.5 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent Authority and/or any other increase in charges which may be levied or imposed by the competent Authority from time to time. The Company undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Company 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 charges 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 and the execution of the Sale Deed, the same shall not be charged from the Allottee.

- 1.6 The Allottee agrees and understands that certain plots in the Project are preferentially located for which PLC shall be charged. Such plots inter-alia include but are not limited to park facing plots, plots adjacent to park, corner plots, plots facing 24 mtr or above wide road and if the Allottee opts for any such plot, the PLC for the same shall be included in the Total Price payable by the Allottee. If there is any change in the PLC due to any change in the layout plan in accordance with the law, PLC amount will accordingly be demanded or refunded from/to the Allottee.
- 1.7 The Allottee(s) shall make the payment as per the payment plan set out in **Annexure III (“Payment Plan”)**.
- 1.8 It is agreed that the Company shall not make any additions and alterations in the sanctioned plans, layout plans and specifications described therein in respect of the Plot, as the case may be, without the written consent of the Allottee. Provided that the Company may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and as per approvals/instructions/guidelines of competent Authorities.
- 1.9 The Company shall have the right to effect suitable necessary alterations in the layout plan of the Scheme, if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position of Plot, change in the number of the Plot/or change in its dimensions or change in its area and to implement any or all of the above changes upon previous written consent of the Allottee as per the provisions of the Real Estate Act.
- 1.10 The Allottee has seen and accepted all documents including but not limited to the plans, designs, specifications of the Scheme/Plot which are tentative in nature and the Allottee is signing this Agreement with the full knowledge about the same and other terms and conditions. The Company shall confirm the final area that has been allotted to the Allottee as per the approved demarcation-cum-zoning plan and after development of the plotted area along with essential services is complete and upon receipt of the Completion Certificate from the competent Authority or any other approval as maybe required from the competent Authority for the completion of services. The Company shall inform the Allottee about changes, if any, in the area. The Total Price payable for the area shall be recalculated upon confirmation by the Company. It is further agreed by the Alottee that if there is any reduction in the area within the defined limit then Company shall refund the excess money paid by Allottee within ninety days with interest at the rate specified in the Real Estate Act, from the date when such an excess amount was paid by the Allottee. It is further agreed that in the event of any increase in the area of the Plot, which shall not be more than 5% (Five Percent) of the Area as mentioned herein this Agreement, the Company shall be entitled to demand the payable amounts along with the next due installment as per the Payment Plan, **Annexure-III**. All these monetary adjustments shall be made at the same rate per square feet/yard as agreed in this Agreement.

- 1.11 Subject to Clause 9.3 the Company agrees and acknowledges, the Allottee shall have the right to the said Plot as mentioned below:
- i The Allottee shall have exclusive ownership of the said Plot;
 - ii The Allottee shall also have right to use the Common Areas. Since the interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and in a peaceful and harmonious manner. It is clarified that the Company shall hand over the common areas to the association of allottees in accordance with the Applicable Law.
 - iii The Allottee has the right to visit the site to assess the extent of development of the Scheme and his Plot after taking prior appointment with the Company and following all safety norms, as the case may be.
- 1.12 The Company agrees to pay all outgoings before transferring the physical possession of the said Plot to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, lease rent, municipal or other applicable 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 Company 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 said Plot to the Allottees, the Company agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.
- 1.13 The Allottee has paid a sum of Rs. [REDACTED] (Rupees [REDACTED] only) as booking amount being part payment towards the Total Price of the said Plot at the time of application the receipt of which the Company hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Plot as prescribed in the Payment Plan **Annexure III** as may be demanded by the Company 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 Real Estate Act.
- 1.14 Assignment of allotment of the said Plot by the Allottee shall be permissible at the discretion of the Company on payment of such administrative cost as may be fixed by the Company from time to time, provided that the assignor and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment.
- 1.15 It is made abundantly clear by the Company and agreed to by the Allottee that no other land shall form part of this Agreement and the Allottee agrees and understands that it shall have no right, title, or interest of any kind whatsoever, on any other land forming part of the Scheme except to the extent of using only such general commonly used areas and facilities within the Scheme subject, however, to the timely payment of Maintenance Charges as stipulated in the Maintenance Agreement.

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of the Agreement and the Company abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Company, within the stipulated time as mentioned in the Payment Plan **Annexure III** through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of “Emaar MGF Land Ltd. A/c Gomti Greens” payable at New Delhi. The mode of payments will be as per the schedule attached and opted by the Allottee from the available options.
- 2.2 The options opted by the Allottee in this Agreement is final and no changes are normally allowed in the same. In the event the Allottee desires any changes, the Allottee shall make a request in writing which the Company shall consider without any obligation for providing the same. However, if the Company decides to make any changes as per the request, the Allottee shall be liable to make payments for the same as decided by the Company.

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 Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. The Allottee shall be solely responsible for any failure to comply with the applicable FEMA provisions, RBI Act and/or any rules or guidelines made there under . 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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Company accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Company 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 Company immediately and comply with necessary formalities if any under the applicable laws. The Company 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 Plot

applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Company to adjust/appropriate the installment amount received from the Allottee first towards the interest/Delayed Payment Charges and other sums, if any, due from the Allottee and the balance, if any, towards the Total Price. Such adjustment/appropriation of payments shall be done at the sole discretion of the Company and the Allottee undertakes not to object, protest or direct the Company to adjust the payments in any manner otherwise than as decided by the Company. The Allottee hereby expressly waives the requirement(s), if any, of service of any notice of such appropriation.

5. TIME IS ESSENCE:

- 5.1 The Company shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the said Plot to the Allottee and the Common Areas to the association of allottees or the competent Authority, as the case may be.
- 5.2 It is specifically and categorically understood and agreed by the Allottee that time is of the essence with respect to the Allottee(s)' obligations to perform or observe all the obligations of the Allottee under this Agreement and / or to pay the Total Price along with other payments such as applicable stamp duty, registration fee and other charges stipulated under this Agreement including stamp duty and registration fee payable for registration of this Agreement, to be paid on or before due date or as and when demanded by the Company as the case may be.

6. DEVELOPMENT OF THE PROJECT/ PLOT:

- 6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Plot and accepted the layout plan, payment plan and the amenities and facilities annexed along with this Agreement which has been approved by the competent Authority, as represented by the Company. The Company shall develop the Project in accordance with the said layout plans, and amenities and facilities. Subject to the terms in this Agreement, the Company undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by terms and condition of brochure, allotment, lease deed and the bye-laws, and density norms and provisions prescribed by the State Government and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Company shall constitute a material breach of the Agreement.
- 6.2 It is agreed by the Parties herein that if as a result of any law that may be passed by any legislature or Rule, Regulation or Order or Notification that may be made and/or issued by the Government or

any other Authority including a Municipal Authority, the Company is unable to complete the development of the said Plot, then the Company may, if so advised, though not bound to do so, at its sole discretion challenge the validity, applicability and/or efficacy of such Legislation, Rule, Order or Notification by moving the appropriate Courts, Tribunal(s) and/or Authority. In such a situation, the payment made by the Allottee(s) in pursuance of this Agreement, shall continue to remain with the Company and the Allottee(s) agrees not to move for or to obtain specific performance of the terms of this Agreement, it being specifically agreed that this Agreement shall remain in abeyance till final determination by the Court(s)/Tribunal(s)/Authority(ies). However, the Allottee(s) may, if he/she so desires, become a party along with the Company in such litigation to protect Allottee(s) rights arising under this Agreement. In the event of the Company succeeding in its challenge to the impugned legislation or Rule, Regulation, Order or Notification as the case may be, it is hereby agreed that this Agreement shall stand revived and the Allottee(s) shall be liable to fulfill all obligations as provided in this Agreement. It is further agreed that in the event of the aforesaid challenge of the Company to the impugned Legislation/ Order/ Rule/ Regulation/ Notification not succeeding and the said legislation/ order/ rule/ regulation becoming final, absolute and binding, the Company will, subject to provisions of law/court order, refund to the Allottee(s), the amounts attributable to the said Plot (after deducting interest on delayed payments, and interest paid, due or payable, any amount of non-refundable nature) that have been received from the Allottee(s) by the Company without any interest or compensation of whatsoever nature within period of 45 days and in such manner as may be decided by the Company. Save as otherwise provided herein, the Allottee(s) shall not have any other right or claim of whatsoever nature against the Company under or in relation to this Agreement.

7. POSSESSION OF THE SAID PLOT

7.1 Schedule for possession of the said Plot

- 7.1.1. The Company agrees and understands that timely delivery of possession of the said Plot to the Allottee and the Common Areas to the association of allottees or the competent Authority, as the case may be, is the essence of the Agreement. Save and except force-majeure event or due to the reason beyond the reasonable control of the Company, the Company shall make all efforts to handover possession of the Plot by _____, or any other date as maybe duly extended under the provisions of RERA, subject to the limitations and the timely performance of its obligations by the Allottee under the terms and conditions of this Agreement..
- 7.1.2. The Allottee agrees that in case the Company is unable to deliver the Plot to the Allottee for his occupation and use due to:
- (i) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority; or
 - (ii) if any competent Authority(ies) refuses, delays, withholds, denies to grant the necessary approvals for the Plot/Scheme; or
 - (iii) if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent

court; or
(iv) due to force majeure conditions;

Then the Company may cancel the allotment of the Plot in which case the Company shall only be liable to refund the amounts received from the Allottee, without any interest or compensation whatsoever.

The possession of the said Plot, which has been carved out on the natural level of the land comprising the said Plot, shall be handed over to the Allottee(s) on “as is where is” basis.

7.2 Procedure for taking possession

The Company, upon obtaining the completion certificate from the competent Authority or any other approval as maybe required from the competent Authority for the completion of services shall offer in writing the possession of the said Plot, to the Allottee in terms of this Agreement to be taken within Two months from the date of issue of completion certificate or any other approval as maybe required from the competent Authority for the completion of services subject to fulfillment of following conditions precedent (“**Conditions Precedent**”):

- a. The Allottee(s) shall have made timely payments of all sums due in accordance with the Payment Plan;
- b. The Allottee(s) shall have paid all taxes, costs, charges, stamp duty required towards execution of the Sale Deed and this Agreement and all other costs and charges required to be paid by the Allottee(s) in accordance with the terms of this Agreement and there shall be no amounts outstanding in respect thereof;
- c. The Allottee(s) shall not be in breach of the terms hereof.

The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Company/association of Allottees, as the case may be after the issuance of the completion certificate for the Project or any other approval as maybe required from the competent Authority for the completion of services.

The Company shall have the first lien and charge on the Plot for all its dues that may/become due and payable by the Allottee to the Company.

After the receipt of all installments and other dues, if any, No Dues certificate will be issued. After the issuance of No Dues certificate, the Allottee(s) are required to get the Sale Deed executed.

7.3 Failure of Allottee to take Possession of Plot

- 7.3.1 Upon receiving a written intimation from the Company as per Clause 7.2, the Allottee shall within the time stipulated by the Company in the notice offering possession, take possession of the said

Plot from the Company by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Company shall, after satisfactory execution of such documents and payment by Allottee(s) of all the dues and subject to the Allottee(s) having complied with all the terms and conditions of this Agreement and Allottee not being in default under any of the provisions of this Agreement and has complied with all provisions and formalities, give possession of the said Plot to the Allottee.

- 7.3.2 In the event the Allottee fails to take possession of the Plot within the stipulated period mentioned by the Company in the letter of intimation of possession, the Company shall be at liberty to charge @ Rs. 21.52/- per square meter per month (Rs. 18/- per sq. yds.) for the total area of the Plot allotted, towards Holding Charges, and the Allottee shall be liable to pay such charges, for entire period of such delay in taking over the possession of the Plot. In the event of non-payment of such Holding Charges and/or due to unreasonable delay in taking over the possession in spite of the reminders sent by the Company and such delay exceeds more than 6 (six) months from the date of expiry of the stipulated time period for taking possession of the Plot, the Company shall be at liberty to cancel this Agreement as well as allotment of the Plot and forfeit the Advance Money being 10% of Total Price of the plot and also recover/adjust from the payment made up to the date of such cancellation against such dues including the Delayed Payment Charges and other charges mentioned herein.
- 7.3.3 The Company agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Company. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Company/association of allottees, as the case may be after the issuance of the completion certificate for the Project from the appropriate Authority or any other approval as maybe required from the competent Authority for the completion of services.

7.4 Construction on the Plot:

- 7.4.1 The Allottee shall complete the construction on the Plot within a period of 5 years from the date of offer for possession by the Company to the Allottee. If the Allottee fails to complete the construction and obtain a certificate for occupation and use from the Competent Authority within 5 years from the date of offer of possession, the Allottee hereby grants the right to the Company to resume the Plot, refund the monies paid by the Allottee after deducting there from the Advance Money of 10% of Total Price along with Delayed Payment Charges, brokerage, other charges, etc. However, Company may, at its sole discretion, accede to the written request of the Allottee to extend the construction period but only upon the Allottee paying a late construction penalty to the Company calculated at the rate of Rs.4.167/- per sq. mtr. (Rs.3.484/-per sq. yds.) per month on the total area of the Plot for the entire period of delay. This penalty may be escalated in case where the delay continues beyond a period of Twelve months after the grant of first extension and the Company decides to grant further extension beyond Twelve months. A provision to this effect will also be incorporated in the sale deed. The Allottee agrees with the Company that this provision is necessary to be incorporated in this Agreement, and the sale deed with a view to develop and habitat the Scheme.

- 7.4.2 It is made clear to the Allottee that the holding charges and the late construction penalty are distinct and separate charges, payable by the Allottee to the Company.
- 7.4.3 The Allottee agrees that it is not permissible to join and make contiguous the plots which are located behind each other and the Allottee hereby undertake(s) to abide by this condition. The Allottee is also not permitted to sub-divide the Plot. Similarly it is made clear that it may be permissible, subject to the approval of the Competent Authority(ies), to join and make contiguous the plots which are next to each other and are lying side by side in a row (not behind each other). It is specifically made clear to the Allottee that the approval of the building plan(s), occupation certificate etc., shall be at his sole costs and responsibility and the Company shall have no role in the same whatsoever.
- 7.4.4 The Allottee specifically undertake(s) to strictly abide by all norms and conditions of the zoning plan/layout plan/building plan, notifications, rules, Lucknow Development Authority's guidelines, bye-laws, regulations, directions and/or any other approvals granted by the Competent Authority(ies) in respect of the Plot/Scheme as may be applicable from time to time.
- 7.4.5 The Allottee agrees to abide by the rules and regulations as prescribed by the Petroleum and Explosives Safety Organization (PESO) in terms of storage of hazardous, inflammable and Explosive substances within the premises of the Plot. The provisions of the Inflammable Substances Act, 1952; The Petroleum Rules, 2002; The Gas Cylinder Rules, 2004 and/or any other relevant Act or Rule as applicable from time to time on the Project and Plots.
- 7.4.6 The Allottee agrees that, the Plot allotted to the Allottee can be used only for residential purposes which is the permitted usage and the Allottee hereby undertakes to use and develop the Plot for residential purpose only and not for any other purpose whatsoever. However, pursuant to allotment, if the Allottee uses or is found to be using the Plot for any purpose, other than residential purpose, which is not in consonance with the scheme of the Project, or is detrimental to the public interest, then the Company may send a notice to the Allottee to use the Plot as per permitted usage and to rectify / cure the defect within a period of thirty days (30) days. In case the Allottee does not cure / rectify the defect, the Company shall have the right to treat this Provisional Allotment as cancelled and resume the possession of the Plot and to take appropriate steps to get the Sale / Conveyance Deed cancelled and the Allottee hereby agrees and confirms that he / she / it / they shall not raise any objection to the same. The Allottee also hereby agrees to indemnify the Company against any penal action, damages or loss due to misuse of the said Plot for which the Allottee shall be solely responsible.
- 7.5 Cancellation by Allottee**– The Allottee shall have the right to cancel/with draw his allotment in the Project strictly in accordance with the Real Estate Act. Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Company, the Company herein is entitled to forfeit the Advance Money paid for the allotment of the Said Plot. The Company shall return 50% of the balance amount of the money paid by the Allottee within 45 days of such cancellation/withdrawal and the remaining 50% of the balance amount on re-allotment of the plot

or at the end of one year from the date of cancellation/withdrawal by the Allottee, whichever is earlier.

- 7.6 Compensation** – Save and except for occurrence of a Force Majeure event, in the event the Company fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of the business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Company 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 Price received by him in respect of the Plot, with interest at the rate prescribed in the Real Estate Act including compensation in the manner as provided under the Act within forty-five days of it becoming due.

However, if the Allottee does not intend to withdraw from the Project, the Company shall pay the Allottee interest calculated at the same rate as the Delay Payment Charges every month of delay, till the handing over of the possession of the Plot, which shall be paid by the Company to the Allottee within forty-five days of it becoming due.

7.7 ASSIGNMENT / TRANSFER / NOMINATION ETC.:

- 7.7.1 The Allottee is fully aware of the fact that once the allotment of the residential Plot is made under this Agreement, the same cannot be assigned or transferred to any other person unless the present Allottee clears all the pending dues before the Allottee approaches the Company for transfer of the Residential Plot allotted to him/her. The Company may charge an amount as Administrative Charges for changing the name for transferring the Plot allotted in the name of the proposed transferee, from the present Allottee.
- 7.7.2 The Company may at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Allottee to get the names of his/her nominee added, deleted, substituted along with/in his/her place subject to such terms and conditions and upon the payment of such applicable charges as the Company may levy. The Allottee shall be solely liable and responsible for all legal, monetary and other consequences that may arise from such nominations and the Company shall have no direct or indirect involvement in any manner whatsoever. Allottee understands and agrees that upon the Company consenting to such nomination, the nominee shall not be entitled to any compensation in terms of this Agreement. Any purported nomination by the Allottee in violation of this Agreement shall be a default on the part of Allottee(s) entitling the Company to cancel this Allotment and to avail of remedies as set forth in this Agreement.

8. REPRESENTATIONS AND WARRANTIES OF THE COMPANY:

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

- (i) The Company has absolute, clear and marketable right with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Company has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) Save and except as disclosed by the Company to the concerned Government Authority in terms of the Real Estate Act and the information provided from time to time in terms of the Real Estate Act, there are/shall be no encumbrances and litigations upon the said Land or the Project that shall affect/affect the rights and interest of the Allottee;
- (iv) All current and existing approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said Plot are valid and subsisting and have been obtained by following due process of law. Further, the Company shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, and said Plot and common areas;
- (v) The Company 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;
- (vi) The Company 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 Project and the said Plot which shall, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Company confirms that the Company is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the Sale Deed the Company shall handover lawful, vacant, peaceful, physical possession of the said Plot to the Allottee and the Common Areas to the association of allottees or the competent Authority after completion of project, as the case may be;
- (ix) The Schedule Property 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 Schedule Property;
- (x) The Company has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate (as applicable) has been issued and possession of said Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of allottees

or the competent Authority, as the case may be or any other approval as maybe required from the competent Authority for the completion of services;

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Company fails to provide possession of the said Plot to the Allottee within the time period specified in Clause 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority (subject to extension as may be granted by Authority) after obtaining occupancy certificate/completion certificate from the competent authority or any other approval as maybe required from the competent Authority for the completion of services;
- (ii) Discontinuance of the Company'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 Company under the conditions listed above, a non- defaulting Allottee is entitled to the following:

- (i) Stop making further payments to Company as demanded by the Company. If the Allottee stops making payments, the Company shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Company shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Plot, along with interest at the rate prescribed in the Real Estate Act within forty-five days of receiving the termination notice.
- (iii) Where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Company, interest at the rate prescribed in the Real Estate Act, for every month of delay till the handing over of the possession of the Plot, which shall be paid by the Company to the Allottee within 45 (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 made by the Company as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Company on the unpaid amount at the rate prescribed in the Real Estate Act;

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Company in this regard, the Company may cancel the allotment of the Plot in favour of the Allottee and refund the money paid to him by the Allottee by deducting the Advance Money and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Company shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID PLOT:

- 10.1 The Company, on receipt of Total Price of the said Plot as per Clause 1.2 under the Agreement from the Allottee, shall execute a Sale Deed and convey the title of the said Plot within 3 months from the date of issuance of the completion certificate and the completion certificate, as the case may be, to the Allottee or any other approval as maybe required from the competent Authority for the completion of services.

10.2 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 Company to withhold registration of the Sale Deed in his/her favour till payment of stamp duty and registration charges to the Company is made by the Allottee. In the event, the delay in execution of Sale Deed is on the part of the Allottee, then the Company shall not be liable for any consequences thereof.

11. MAINTENANCE OF THE SAID PLOT/PROJECT:

- 11.1 The Company shall be responsible to provide and maintain essential services in the Project either through itself or through any appointed agency or an association (hereinafter referred to as "**Maintenance Agency**") till the taking over of the maintenance of the Project by the Resident Welfare Association (RWA) of the Project upon the issuance of the completion certificate of the Project or any other approval as maybe required from the competent Authority for the completion of services.
- 11.2 The Allottee agrees and confirms that the Allottee shall enter into a separate maintenance services agreement with the Company or the associate company or the maintenance agency as nominated by the Company on the terms and conditions as may be provided at the time of the intimation of possession/execution of the conveyance deed or any time prior to such intimation. It is made clear that the Company may transfer the responsibility for maintenance to any associate company or a Maintenance Agency as it may deem fit and at a suitable time considered appropriate by the Company. It is clearly understood by the Allottee that the Allottee has to pay the monthly Maintenance Charges as demanded by the Company or associate company or the Maintenance agency from time to time for providing maintenance and upkeep and allied services for the Project. Such monthly Maintenance charges may be subject to revision from time to time.

- 11.3 The maintenance, upkeep, repairs, lighting, security etc. of the said Project including landscaping and common lawns, water bodies and other common areas of the Project will be undertaken by the Company or its nominated Maintenance Agency. The Allottee(s) agrees and consents to the said arrangements. The Allottee(s) shall pay maintenance charges, which will be fixed by the Company or its nominated Maintenance Agency from time to time depending upon the maintenance cost.
- 11.4 The Allottee(s) agrees to pay the IFMS in order to secure adequate provision of the maintenance services and for due performance of the Allottee(s) in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. The Allottee(s) hereby agrees to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/ the Maintenance Agency from the date of commencement of maintenance services by the Company/ the Maintenance Agency in the said Project, whether the actual physical possession of the said Plot is taken over by the Allottee(s) or not. The Allottee(s) hereby agrees to pay maintenance charges in respect of the said Plot regularly on monthly basis as per the Bills/ Invoices raised by such Maintenance Agency and in case of non-payment of maintenance charges within the time specified, the Allottee(s) shall pay maintenance charges along with interest at the rate of 10 (ten) % per annum. Further non-payment of maintenance charges shall also disentitle the Allottee(s) to the enjoyment of common services.
- 11.5 The Allottee(s) agrees to pay the said interest free Maintenance Security as per the schedule of payment given in Agreement. The allottee(s) hereby agrees to sign a separate Maintenance Agreement with the Maintenance Agency.
- 11.6 Subject to Clause 11.3 stated herein above, in case at any time, the Maintenance Services of the Project is handed over to the appointed Maintenance Agency/ Local Authority/ the Resident Welfare Association (RWA) of the Project, then the Company shall have the right to transfer the IFMS after adjusting therefrom any outstanding maintenance bills and/ or other outgoings of the Allottee(s) to such Maintenance Agency/ Local Authority/ Resident Welfare Association (RWA), as the Company may deem fit, and thereupon the Company shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the interest free Maintenance Security or Advance Maintenance Charges including but not limited to issues of repayment, refund and/ or claims, if any, of the Allottee(s) on account of the same.

12. RIGHTS AND OBLIGATIONS OF THE ALLOTTEE

- 12.1 Subject to the terms of the Agreement, the Company agrees and acknowledges that the Allottee shall have the following general rights and obligations in relation to the Plot as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Plot;
 - (ii) The Allottee shall also have right to use the Common Areas. Since the right of the Allottee to use the Common Areas cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., of the Project without causing any inconvenience or hindrance to them. It is clarified that the Common Areas shall be handed over to the association of allottees/competent authorities after obtaining

the part completion certificate/completion certificate from the competent authority, as the case maybe in terms of Applicable Laws or any other approval as maybe required from the competent Authority for the completion of services;

- (iii) The Allottee has the right to visit the site to assess the extent of development of the Scheme and his Plot after taking prior appointment with the Company and following all safety norms, as the case may be.
- (iv) The Allottee hereby unequivocally authorizes the Company, its representatives, agents, employees, contractors, workmen to enter into and upon the said designated Common Areas, open areas, driveways without any restriction or interference whatsoever.

12.2 After the handing over of physical possession of the Plot to the Allottee, the Allottee shall have the following ancillary rights and obligations:

(i) **Electricity, Water and Sewerage Charges**

The electricity, water and sewer connection charges & security deposit (if any) shall be borne and paid by the Allottee. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. The Allottee undertakes to pay additionally to the Company/Maintenance Agency on demand the actual cost of the electricity, water and sewer connection and consumption charges and/or any other charge which may be payable in respect of the said Plot.

(ii) **Entry Regulations**

It is in the interest of the Allottee to help the Maintenance Agency in effectively keeping the Plot, and/or the Integrated Township/ Scheme secured in all ways. For the purpose of security, the Maintenance Agency would be free to restrict and regulate the entry of visitors into the Integrated Township/ Scheme. Provision of such entry regulation would not create any liability of any kind upon the Company / Maintenance Agency for any mishaps caused by any miscreants.

(iii) **Permitted Use and No Nuisance and Annoyance**

The Allottee shall use the Plot for residential purposes only, in accordance with the Real Estate Act and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and/or assets of other occupants or equipment in the Scheme or use the Plot for any activity other than for residential purpose and not put to use the Plot for any immoral, illegal or hazardous activity which would in any manner jeopardize the Company's goodwill or reputation and indemnify and keep and hold the Company indemnified from all losses, damages and such other costs and expenses which may arise out of such non-compliance by the Allottee. The Allottee(s)' occupancy and use of the Plot shall be in such a manner so as not to cause any nuisance, annoyance or disturbance to the other occupants of the Integrated Township/Scheme.

(iv) **Association of Owners**

The Allottee undertakes to join the association of the allottees as may be formed by the Company on behalf of the plot owners and to pay any fee, subscription, membership charges thereof and to complete all such documentation/ formalities as may be required as and when deemed necessary by the Company for this purpose, failing which the same shall be treated unpaid portion of the Total Price payable by the Allottee herein for the said Plot and execution of the Conveyance Deed may be withheld by the Company till full payment thereof is received by the Company /Maintenance Agency. An application form, the form for formation of association, declaration and membership form duly executed by the purchaser, for the purpose of enrollment as a member of such association shall be provided by the Company. Further, the Allottee shall from time to time sign all

applications, papers, documents, Maintenance Agreement and all other relevant papers, as required in pursuance to this transaction and to do all the acts, deeds and things as the Company may require for safeguarding the interests of the Company and other allottee(s)/occupants in the Integrated Township/ Scheme.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

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

14. USAGE:

- 14.1 The Allottee(s) shall be allowed to use the said Plot for specified purpose. The Allottee understands that the permitted use of the Plot is for residential purposes only and the Allottee hereby agrees to indemnify the Company against any penal action, damages or loss due to misuse of the said Plot for which the Allottee shall be solely responsible. If the Allottee uses or permits the use of the said Plot for any purpose other than as provided for in this Agreement, then the Company may send a notice to the Allottee to rectify/ cure the defect within a period of thirty (30) days. In case the Allottee does not cure/rectify the defect, the Allottee shall be required to pay penalty/ damages as applicable, to the Company till the default is not cured/ rectified.
- 14.3 The Allottee(s) shall have no objection against the Company if the Company makes allotment of any space in the said Project specifically designated for carrying out commercial purpose such as neighborhood shops any other allied purpose.

15. GENERAL COMPLIANCE WITH RESPECT TO THE SAID PLOT:

- 15.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Plot which may cause hindrance in peaceful enjoyment to other allottees/residents in any manner whatsoever.

- 15.2 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a said Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. MORTGAGE :

. Any mortgage or encumbrance created/to be created shall not affect the right and interest of the Allottee who has taken or agreed to take such Plot.

18. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Company does not create a binding obligation on the part of the Company 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, Lucknow (U.P.) as and when intimated by the Company. If the Allottee(s) fails to execute and deliver to the Company 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 Company, then the Company 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 shall be returned to the Allottee after deduction/forfeiture of Advance money without any interest or compensation whatsoever.

It is clarified that the all charges towards stamp duty and registration fee shall be payable towards the registration of this Agreement by the Allottee.

19. 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, Agreement, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot, as the case may be.

20. RIGHT TO AMEND:

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENTALLOTTEES:

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

22. WAIVER NOT A LIMITATION TO ENFORCE:

22.1 The Company 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 **Annexure III** 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 Company in the case of one Allottee shall not be construed to be a precedent and /or binding on the Company to exercise such discretion in the case of other Allottees.

22.2 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.

23. SEVERABILITY:

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

24. 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 Project, the same shall be the proportion which the area of the Plot bears to the total area of all the Plots in the Project.

25. 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.

26. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Company through its authorized signatory at the Company's Office, or at some other place, which may be mutually agreed between the Company and the Allottee after the Agreement is duly executed by the Allottee and the Company or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar Lucknow (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Lucknow.

27. NOTICES:

- (a) Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address and/or email set out below (or to such other address and/or email as the recipient Party has notified, in writing, to the other Party). Any notice, demand or other communication so addressed to the relevant Party shall, unless the contrary is proved, be considered to have been delivered:
- (i) upon delivery, in case of hand delivery of the notice;
 - (ii) on the 3rd (third) working day following the day on which the notice has been delivered prepaid to a courier service of international repute;
 - (iii) on the 5th (fifth) working day following the day on which the notice is sent by registered mail, postage prepaid; or
 - (iv) after 24 (twenty-four) hours after the delivery or upon receipt of an acknowledgement, whichever is earlier, in case of an email.
- (b) The notice details of each of the Parties for the purposes of this Agreement:

Party	Notice Details
Company	Emaar MGF Land Ltd. 306-308, Square One, C-2, District Centre, Saket, New Delhi-110017.
Allottee	Mr.Deependra Kumar Singh R/o E-74, Lajpat Nagar -2 New Delhi, Delhi - 110024, , India

28. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Company 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.

29. SAVINGS:

Any application letter, Agreement, or any other document signed by the Allottee, in respect of the said Plot, prior to the execution and registration of this Agreement for Sale for such Plot shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

30. GOVERNING LAW AND DISPUTE RESOLUTION:

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 thereunder including other applicable laws of India for the time being in force.

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Real Estate Act including other applicable laws of India for the time being in force. That the rights and obligations of the Parties under or arising out of this Allotment Letter shall be construed and enforced in accordance with the Real Estate Act including other applicable laws of India for the time being in force. 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 through the adjudicating officer appointed under the Real Estate Act. The Allottee agrees that in event of any dispute or differences arising out or touching upon or in relation to the terms of this Agreement and not within the scope of the Real Estate Act, shall be settled amicably by mutual discussion, failing which shall be referred to a sole arbitrator to be appointed by the Company whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Reconciliation (Amendment) Act, 2015 or any statutory amendments / modifications thereof for the time being in force. The arbitration proceeding shall be held at Lucknow only. The Courts at Lucknow alone shall have the jurisdiction.

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

**SIGNED AND DELIVERED BY THE WITHIN
NAMED:**

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

Please affix
photograph and

sign across the
photograph

(2) Signature _____

Name _____

Address _____

**SIGNED AND DELIVERED BY THE WITHIN
NAMED:**

Please affix
photograph and

sign across the
photograph

Company:

(1) Signature (Authorised Signatory) _____

Name _____

Address _____

Please affix

photograph and
sign across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

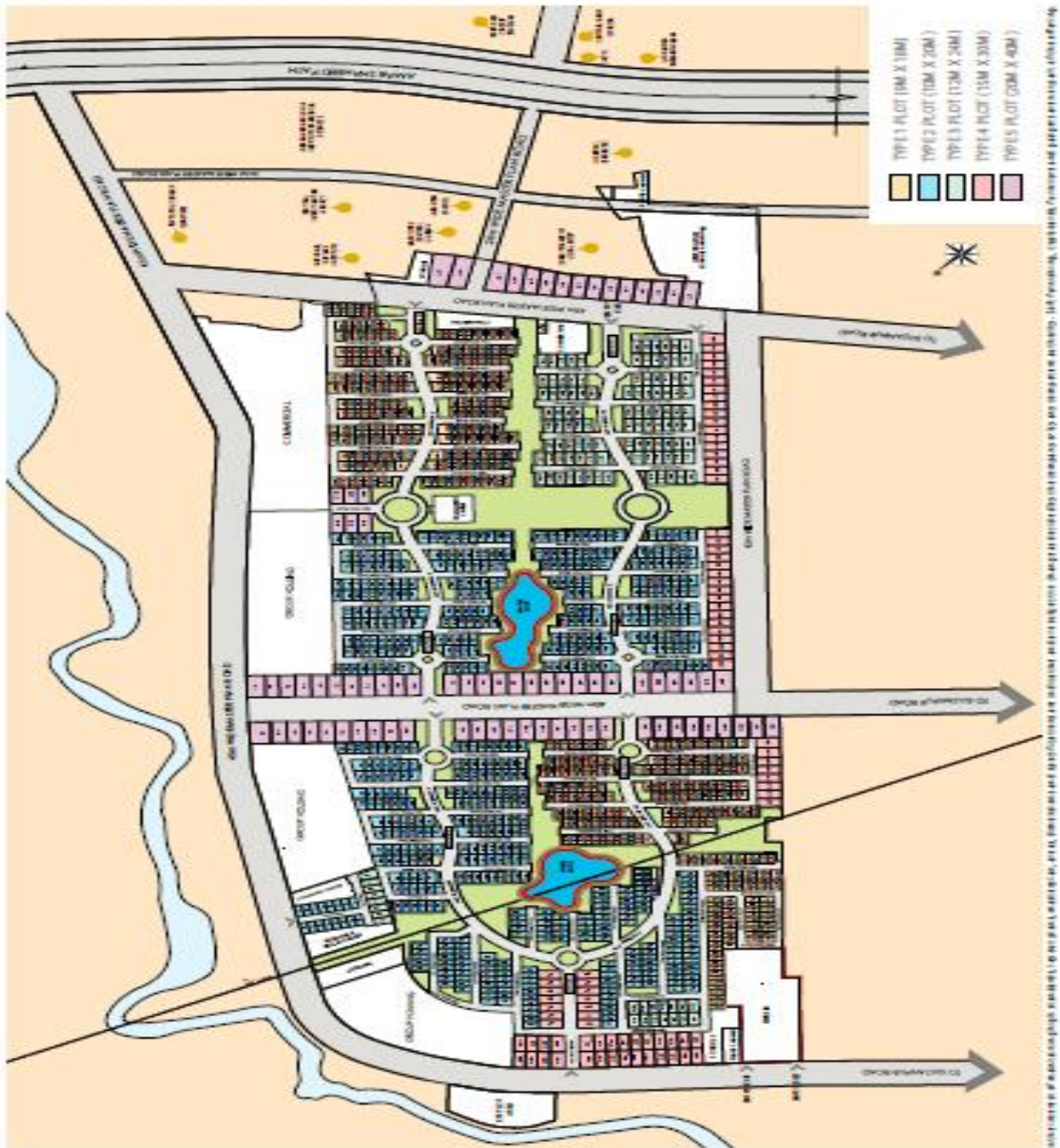
Address _____

ANNEXURE I

DETAILS OF SAID PLOT AND THE LAYOUT PLAN

Plot No.:

Total Price: Rs. /-



ANNEXURE II

COST DETAILS OF THE SAID PLOT

“Total Price” shall mean the Total Price for the Plot which shall comprise of the following:

- A. Basic Sale Price amounting to **Rs** /-.
- B. Preferential Location Charges amount to Rs. /-
- C. Maintenance Charges: As applicable.
- D. Club Member ship Charges : As applicable
- E. Interest Free Maintenance Security: **Rs.** /-
- F. Other Charges for miscellaneous facilities: Rs /-
- G. Services Connection Charges : Rs /-
- H. Taxes and Cesses: As applicable and as an when demanded by the Company

ANNEXURE III

SCHEDULE OF PAYMENTS - PAYMENT PLAN

Ref No

Booking Date

Customer Number

Customer Name

Project

Plot No

Plot Area*

COST OF THE PROPERTY

Charge Type	Value	Discount	Total	Service Tax/ GST*	Total Amount
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SCHEDULE OF PAYMENTS

SL#	Linked Stages	Description	Due Date	Total	Service Tax/ GST*	Total Amount
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Note: The CIN of EMAAR MGF Land Limited is: - U45201DL2005PLC133161

IFSD/IFMS, Stamp Duty & Registration Charges shall be payable along with the last installment.

* Conditions Apply, the above taxes are only indicative and all applicable taxes as on the date of the invoice or payment received shall be levied and recovered from the unit holder.

For Emaar MGF eServices log on to your portal at <https://eservice.emaar-india.com> and check your account online at your convenience.

NOTE:

1. The afore-stated Additional Discount Payment Plan on the Basic Sale Price has been offered to me/ us in lieu of my/ our consensus to make timely payment of installments and other allied cost. In case of my/ our failure to make timely payment of installments, I/we hereby authorize the Company to withdraw such rebate/ discount/ concession etc. and demand the payment of such discount amount as a part of sale consideration amount, which I/we hereby agree to pay immediately.
2. Applicable Goods and Service Tax (GST) is payable along with each installment.

For Necessary Endorsement