

AGREEMENT FOR SALE

BETWEEN

PINTAIL INFRACON LLP

AND

MR. _____

AND

OWNERS

AND

PINTAIL REALTY DEVELOPERS LIMITED

PROJECT - PINTAIL PARK CITY (PH 3 PLOTS)

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Agreement for Sale			
1	Ward / Pargana	Mohanlalganj, Lucknow	
2	Village		
3	Details of Property	Plot No: Pintail Park City (Ph 3 Plots)	
4	Unit of measurement	Sq. Meters	
5	Size of Plot	_____ Sq. meters	
6	Location	More than 200 meters from Sultanpur Road, Lucknow	
7	Booking Amount Paid		
8	Total Price of the Plot		
9	Stamp Duty		
10	Bound By	East	
		West	
		North	
		South	

AGREEMENT FOR SALE

This Agreement for Sale (hereinafter referred to as the “**Agreement**”) is executed on this ___ day of _____, 2023,

By and Between:

1. **Pintail Infracon LLP**, a limited liability partnership incorporated under the LLP Act 2008, having its principal place of business at G-40, Jangpura Extension, Birbal Park, New Delhi – 110014, (PAN AATFP8087D), acting through its authorized signatory **Mr. Sumit Jaiswal S/o Sh. G.D Gupta**. Authorized *vide Authorization Letter dated 11-08-2018*, hereinafter referred to as the “**Promoter**” (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).

AND

2. Mr. _____, (PAN No. _____) S/o _____, aged about ___ years, residing at _____, Lucknow, Uttar Pradesh- 226024, hereinafter called the “**Allottee 1**” (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).
3. Mr. _____, (PAN No. _____) S/o _____, aged about ___ years, residing at _____, Lucknow, Uttar Pradesh- 226024, hereinafter called the “**Allottee 2**” (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).

AND

4. The entities specified in Schedule 1 hereto (hereinafter called the “**Owners**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective, successors-in-interest and permitted assigns).

AND

5. **M/s Pintail Realty Developers Ltd**, a company incorporated under the Companies Act, 1956, having its registered office at Room on 3rd Floor, 9B, Lal Bazar Street, Kolkata, WB - 700001 (hereinafter referred to as the “**Licensee**”, which expression shall, unless repugnant to the context, be deemed to mean and include its representatives, nominees, successors and permitted assigns), acting through its

authorized signatory **Mr. Sumit Jaiswal S/o Sh. G.D Gupta**. It is being clarified that the Licensee is executing to this Agreement limited to clause 15.3 only in its capacity as the Licensee.

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, unless the context otherwise requires,-

1. **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
2. **“Additional Charges”** shall have the meaning ascribed to it in Clause 1.3 of the Agreement;
3. **“Approved Plan”** shall have the meaning ascribed to it in Recital J of this Agreement;
4. **“Authority”** means Uttar Pradesh Real Estate Regulatory Authority;
5. **“Booking Amount”** shall mean the amount paid by the Allottee(s) at the time of submitting the application form for registration for allotment of the Plot with the Promoter/its nominee;
6. **“Consortium Agreement”** shall have the meaning as ascribed to it in Recital D of this Agreement;
7. **“Common Areas”** shall have the meaning as defined under the Act and the Rules thereto including any specific amenities or facilities made available by the Promoter as per this Agreement or the Conveyance Deed;
8. **“Conveyance Deed”** shall mean the agreement executed between the Parties and duly registered after the offer of possession of the Plot for the purpose of conveying the ownership of the Plot over to the Allottee(s).
9. **“Default”** shall have the meaning as ascribed to it in Clause 17.1 of this Agreement;
10. **“DPR”** shall mean Detailed Project Report prepared by the Promoter and submitted with Lucknow Development Authority for its approval for the purpose of development of the Integrated Township;
11. **“Force Majeure”** shall mean any event or circumstance or combination of events or circumstances beyond the control of a Party which (a) are beyond the control of a Party, (b) could not have been prevented by exercise of reasonable diligence or overcome by exercise of due diligence and good industry practice, (c) despite the adoption of reasonable precaution and/or alternative measures, could not be prevented or caused to be prevented, (d) has not arisen or occurred because of any action or inaction on the part of the Party claiming benefit of such force majeure event, and which materially and adversely affects a Party’s ability to perform its obligations under this Agreement, but only if and to the extent that such events and

circumstances pertain to the Project or have a direct effect on the Project, including without limitation to the following events or circumstances:

- 11.1. Act of God like earthquake, flood, inundation and landslide;
- 11.2. Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances or other natural disaster;
- 11.3. Fire caused by reasons not attributed to the Party claiming the benefit of such event;
- 11.4. Acts of terrorism;
- 11.5. Change in the applicable law;
- 11.6. Orders of any court of law or tribunal or governmental authority, which prohibits or stays the construction, development, sales or marketing of the Project, and which is not attributable to any act or omission of the Party claiming the benefit of such event;
- 11.7. Strikes, labour, disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Party claiming the benefit of such event or any other calamity caused by nature affecting the regular development of the Project;
- 11.8. War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, civil commotion or disorder, enemy or terrorist action, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions;
- 11.9. Any spread of disease declared as epidemic or pandemic, such as COVID-19;
- 11.10. Any lockdown or curfew declared by the governmental authorities due to any disease like Covid-19 or for any other reason;
- 11.11. Non receipt of any due instalment by 30% or more of the allottee(s) of the Plots in the Project on due date of payment of such instalment.
12. **“Government”** means Government of Uttar Pradesh;
13. **“Indemnified Person”** shall have the meaning as ascribed to it in clause 16.12 of this Agreement;
14. **“License”** shall have the meaning ascribed to it in Recital E and includes any renewals;
15. **“Party”** shall mean any party to this Agreement and Parties shall means two or more of them collectively.
16. **“Payment Plan”** means the payment plan set out in Schedule 3 of this Agreement as amended in terms of clause 1.7 of this Agreement;
17. **“Project”** means “Pintail Park City (Phase 3 Plots),” project which shall comprise of residential plots, residential & commercial spaces and recreational facilities.
18. **“Plot”** shall have the meaning ascribed to it in Recital M of this Agreement;
19. **“Rules”** means Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time;

20. **“Regulation”** means a Regulation made under the Real Estate Regulation and Development Act 2016;
21. **“Section”** means a Section of the Act;
22. **“Taxes”** shall mean and include all governmental taxes, charges, levies, duties, penalties, interest etc.

Words denoting one gender shall include all genders and references to the singular number shall include references to the plural number and vice versa.

WHEREAS

- A. The Promoter is in the process of developing residential plot project under the name and style of **“PINTAIL PARK CITY-PHASE 3** (hereinafter referred to as the **“Project”**) on a land admeasuring approximately up to 31.694 acres at Sultanpur Road, adjacent to IT City, (hereinafter referred to as the **“Project Land”** or **“Land”**). The Project is an integral part of a proposed integrated township project (hereinafter referred to as the **“Integrated Township”**) viz. Pintail Park City proposed over a land parcel admeasuring 211.10 acres. The scope of this Agreement is limited to the Project only and shall not be applicable to other phases/areas of the Integrated Township.
- B. The Land is being aggregated by the Owners and the Plot which is the subject matter of this Agreement is located over the land currently owned by the Owners. As the Owners are able to aggregate further land parcels in terms of the integrated township policy - 2014, further plots shall be released as part of the Project. The Allottee(s) acknowledges that the Promoter has not made any commitments or given any assurances with respect to the ultimate size of the Integrated Township.
- C. The Allottee(s) understands and acknowledges that the Promoter has already launched 2 separate projects under the name and style of **“Pintail Park City – Phase 1 (Plots)** over a parcel of land admeasuring 111.32 acres (hereinafter the **“Phase 1 Project”**) and **“Pintail Park City – Phase 2 (Plots)** over a parcel of land admeasuring earlier as 42.274 acres (hereinafter the **“Phase 2 Project”**) (collectively the **“Other Phases”**) and those Other Phases are separate real estate projects having separate registrations under the Real Estate (Regulation and Development) Act, 2016.
- D. The Promoter has entered into a consortium agreement dated **14 October 2015** which was supplemented vide consortium MOU dated **2 November 2015**, consortium addendum agreement dated **17 February 2017** and consortium addendum agreement dated **21 March 2018** and consortium addendum agreement dated **26 December 2022** (hereinafter referred collectively as **“the Consortium Agreements”**) with Pintail Realty Developers Pvt. Ltd. (formerly known as Arindam Sekhar Garments Marketing Pvt. Ltd.) and the Owners for the purpose of execution of the Project,

including land assembly, DPR, clearances, development, maintenance & management of services and disposal of property. Each of the aforesaid agreements are registered with the Sub Registrar, Tehsil - Mohanlalganj, Lucknow as per the following details:

S. No.	Description of the Document	Date of Execution	Registration Details
1	Consortium MOU	14/10/2015	699
2	Consortium MOU	02/11/2015	740
3	Consortium Addendum Agreement	17/02/2017	79
4	Consortium Addendum Agreement	21/03/2018	187
5	Consortium Addendum Agreement	26/12/2022	910

- E. The initial 2 consortium MoUs were submitted with the Lucknow Development Authority pursuant to which a license bearing number 137/VC/EE/HTIG/2015 dated 2 November 2015 (hereinafter was is referred to as the “**License**”) was issued by the Lucknow Development Authority for development of the Project. . The 3 consortium addendum agreements were also submitted with Lucknow Development Authority subsequently.
- F. The Promoter, Owner and the Licensee have entered into a Development Agreement – Revenue Sharing Model dated 13 March 2018 (hereinafter referred to as “**the Development Agreement**”) wherein the Promoter is, inter alia, entitled to develop, construct and market the Project and the Integrated Township, on its sole cost and expenses. The Development Agreement also contains provisions pursuant to which the Promoter is authorized to act on behalf of the Owners and the Licensee. The Development Agreement is registered with the Sub Registrar, Tehsil - Mohanlalganj, Lucknow as document number 163 on 13/03/2018. The Project is being developed by the Promoter pursuant to the Consortium Agreement, the Development Agreement and the License.
- G. The Detailed Project Report (DPR) dated 18 April 2017 in respect of the Integrated Township has been approved by regulatory / governmental authorities of Lucknow, Uttar Pradesh vide a letter Sr. No. 605/EE/HTIG/17 dated 18 September 2017.
- H. Each of the Parties represents to the others that it is fully competent to enter into and perform this Agreement and has requisite corporate and other authorities to enter into and perform this Agreement.

- I. The Licensee is fully competent to enter into this Agreement and all legal formalities with respect to the License have been complied with by the Licensee and shall continue to be complied with.
- J. The Promoter has obtained approval on the layout plan in respect of the Integrated Township from Lucknow Development Authority vide Permit No. 106/Inti./Talpat/2022(Revised), dated 28.10.2022 (hereinafter referred to as “**the Approved Plan**”).
- K. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow on _____ under registration no. _____.
- L. The Allottee(s) has perused all the relevant documents, as set out above, and is fully satisfied with the rights and obligations of the Promoter in respect of the Project and the Land.
- M. It is only after satisfying itself, the Allottee(s) had applied for allotment of a residential plot in the Project *vide* application no. _____ dated _____ and has been allotted Plot No. _____ admeasuring _____square meters (____ square yards) along with (hereinafter referred to as the “**Plot**”) in the Project.
- N. The Allottee(s) is aware that the Promoter shall be applying for and thereafter will receive the permission, from state electricity boards, water 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, water supply and other utilities in the Project, under prevailing rules and byelaws of the Government and the costs associated to the said activity shall be borne by all the Allottee(s)s proportionately.
- O. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein.
- P. The Allottee(s) acknowledge and confirm that he/she/they have visited the site of the Project and have performed due diligence of the location of the Project as well as the Plot in the Project and are completely satisfied with the same.
- Q. The Allottee(s) acknowledges and confirms that the Promoter has not induced the Allottee(s) for applying for allotment of the Plot and the Allottee(s) further acknowledges and confirms that it is entering into this Agreement out of its own will and after fully understanding all aspects of the Project.
- R. The Allottee(s) further understands the financial implications of entering into this Agreement. The Allottee(s) understands and acknowledges that making payments as

per Payment Plan is of utmost importance for development of the Project and any failure by the Allottee(s) in making such payments shall have an adverse impact on the ability of the Promoter to develop the Project as per the agreed timelines.

- S. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable in the State and related to the Project.
- T. The Parties, relying on the confirmations, representations and assurances of each other, do 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.
- U. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Plot.

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

1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase from the Promoter the Plot for residential purposes only.
- 1.2. Both the parties confirm that they have read and understood the provisions of Section – 14 of the Act.
- 1.3. The purchase price of the Plot is inclusive of preferential location charges (PLC), applicable Taxes, city development charges (CDC), rural development charges, external electrification charges (EEC), bandha shulka, other cess, governmental levies. The purchase price of the Plot is excluding sewer / water / electricity connection charges and interest free maintenance security (IFMS), charges towards Club Membership and monthly maintenance charges (collectively referred to as “**Additional Charges**”) and other charges and expenses which the Allottee(s) agrees to pay for execution and registration of this Agreement, conveyance deed and other documents in respect of the Plot.
- 1.4. The Allottee(s) acknowledges that the State Government of Uttar Pradesh is developing a bandh on the banks of river Gomti to safeguard surrounding areas from future flooding. In this connection Bandha Shulka is being demanded by governmental / municipal authorities and such shulka shall be payable by the Allottee(s) proportionately. Consequently, the proportionate amount of Bandha Shulka is included in the Total Price of the Plot. In the event, the Bandha Shulka is

increased, the proportionate amount of such increase shall be payable by the Allottee(s) as and when demanded by the Promoter. The decision of the Promoter as to pro-rating of the amount demanded as Bandha Shulka shall be final and binding upon the Allottee(s).

- 1.5. The total amount payable by the Allottee(s) in pursuance of this Agreement to the Promoter towards purchase price and Additional Charges (collectively referred to as the “**Total Price**”) is as under:

Particulars	As per Applicable Price List	Remarks
(A) Cost of the Plot		
1) Basic Sale Price (BSP) @ Rs..... per sq. meters (Rs. per sq. yards)	Rs.....	
2) Preferential Location Charges (PLC)	Rs.	
a. Green Adjacent/Green Facing @ 5% of BSP	Rs.	
b. Corner @ 7.5% of BSP	Rs.	
c. 18 meter road and above facing/adjacent @ 5% of BSP	Rs. Rs.	
3) City Development Charges and Rural Development Charges @ _____ per sq. meters (Rs. _____ per sq. yards)	Rs. Rs.	
4) External Electrification Charges @ _____ per sq. meters (Rs _____ per sq. yards).		
5) Bandha Shulka @ _____ per sq. meters (Rs. _____ per sq. yards)		
6) Government Cess and Levies		
(B) Additional Charges		

1) Interest Free Maintenance Security (IFMS) Deposit @ Rs. _____ per sq. meters (Rs _____ per sq. yards)	Rs.	
2) Sewer/Water/Electricity Connection Charges	Rs. Rs.	
3) Club Membership Security	Rs.	
4) Club Subscription Charges (yearly)	Rs. Rs.	
5) Monthly Maintenance Charges	Rs.	
C. Others (if any)	Rs.	
Total (A+B+C): Amount in Figure	Rs.	
Amount	in	Words: Rupees
.....		

Explanation:

- i. The Booking Amount paid by the Allottee(s) shall be adjusted towards the amount payable by the Allottee(s) for the Plot as per clause 1.5 above upon the execution of this Agreement .
- ii. The Allottee(s) shall deduct a sum of 1% as per Section 194-IA of the Income Tax Act from the sale consideration which amounts to Rs. _____ as TDS and shall deposit the same with the Income Tax Authorities. The Allottee(s) shall provide to the Promoter original copies of the challans generated consequent to deposit of the TDS, as above. If such challans are not provided, then such amount shall not be considered as received by the Promoter.
- iii. The Allottee(s) expressly understands, agrees and acknowledges that the Total Price are fixed in view of the current charges, levies, Taxes, cess, shulka imposed by the governmental authorities and in the event such charges, levies, Taxes, cess and shulka and components of such nature are increased by the governmental authorities in future, then such increased amounts shall be payable by the Allottee(s) without any delay or the mother. It is further

accepted and acknowledged by the Allottee that the Promoter shall not be liable to pay such increased amounts.

- iv. The Allottee(s) further understands and agrees that all facilities, utilities and amenities in the Project shall be developed, operated and maintained by the Promoter pursuant to the provisions of the Act till the time they are handed over to association of Plot owners of the Project. Further, the Allottee(s) understands and agrees that for availing the said facilities, services and / or amenities, the Allottee(s) shall sign and execute separate agreement(s) and / or terms and conditions as may be required for use of such services and amenities which shall include payments required to be made for availing such facilities / amenities and such amount is not part of the Total Price.
- v. The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/charges/levies etc. which may be levied, in connection with the development / construction of the Project(s)) paid/payable by the Promoter up to the date of issue of offer of possession of the Plot to the Allottee(s), after obtaining the necessary approvals from competent authority for the purposes of such possession, Provided that,
 - a) In case there is any change / modification in Taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased / reduced based on such modifications;
 - b) 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;
 - c) all charges / fees shall be payable by the Allottee(s) as and when demanded by the Promoter, if imposed upon by the relevant authorities levied by whatever name called or in whatever form and with all such conditions imposed by the competent authorities.
 - d) If such charges / fees is increased/demanded (including with retrospective effect) after execution of the Conveyance Deed, the Allottee(s) agrees to pay such charges directly to the government or to the Promoter following an intimation/ demand by the Promoter. The Allottee(s) agrees that the Promoter shall have the first charge and lien on the Plot to the extent of unpaid amount, as above.
 - e) All such charges, payments, levies, Taxes, cess, duties etc. payable to the governmental / regulatory / administrative authorities which are made applicable post the date of application shall be paid by the

Allottee(s) as and when demanded by the Promoter and shall be deemed to be a part of the purchase consideration of the Plot.

- f) The Allottee(s) shall pay directly, or if paid by the Promoter, then reimburse to the Promoter, on demand, government rates, Taxes or cesses, Taxes of all and any kind by whatever name called, levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc., whether levied or leviable now or in future in respect of the Project and / or the Plot, as the case may be, and the same shall be borne and paid by the Allottee(s).
 - g) Charges and costs stipulated in clause 16.2 below shall be borne by the Allottee(s) over and above the Total Price.
- vi. The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in 1.5 above and the Allottee(s) 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(s) the details of the Taxes/fees/charges/levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such Taxes/fees/charges/levies etc. have been imposed or become effective;
 - vii. The Total Price of Plot is towards recovery of price of land, development of not only of the Plot but also for right to use the Common Areas (if applicable), internal development charges, Taxes (as applicable on the date of this Agreement), infrastructure augmentation charges, external development charges, Taxes/fees/levies etc., cost of providing electric wiring, electrical connectivity to the Plot and fire-fighting equipment in the common areas, maintenance charges as per clause 14 of this Agreement.
- 1.6. The Total Price is escalation-free. The Allottee(s) hereby agrees to pay all charges/levies/ duties/ Taxes which may be levied or imposed by the governmental authority / competent authority in addition to the charges / levies / duties / Taxes already applicable in relation to the Plot and/or the Project from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for such charges, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee(s), 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 extended due to Force Majeure Events) 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(s).

- 1.7. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule 3** (hereinafter referred to as the “**Payment Plan**”). Timely payment as per the Payment Plan is the essence of this Agreement and breach of it shall constitute a material breach of the terms of this Agreement by the Allottee(s). It is incumbent on the Allottee(s) to comply with the terms of payment and other terms and conditions of this Agreement. If the Allottee(s) fail to adhere to the Payment Plan as set out in this Agreement, the ability of the Promoter to develop the Project in a timely manner will be adversely affected. The Allottee(s) understands that the development of the Project and the Plot is dependent upon timely payment of the payments due as per the Payment Plan and any delay in the payments due including default in payment of 30% or more of the payments due shall be treated as Force Majeure which will have an adverse effect on the development of the Project.
- 1.8. The Allottee(s) acknowledges and agrees that the DPR of the Project has already been approved by regulatory / governmental authorities of Lucknow, Uttar Pradesh. However, the Promoter may effect or if so required by any regulatory / governmental authorities or otherwise make suitable alterations in the layout plan of the Project which may include change in the area of the Plot, number of Plots, location etc. In regard to all such changes, opinion of the Promoter’s architects shall be final and binding on the Allottee(s) as the Allottee(s) is entering into this Agreement. Further, the Promoter reserves the right to suitably amend the terms and conditions as specified herein in the event the Promoter deems such amendment reasonably necessary in light of certain conditions imposed by any Authority / Department as part of grant of approval to any plans or proposals of the Promoter or otherwise on account of any change in applicable laws including the Act. The Allottee(s) hereby gives its informed consent to the Promoter for modifying / altering the Approved Plan for the purpose of betterment of the Project.
- 1.9. The Allottee(s) expressly agrees and acknowledges that, subject to the provisions of the Act, the Promoter has all the rights to effect suitable necessary alterations in the layout plan of the Project, if and when found necessary. If there is any change in the Approved Plan of the Project owing to which there is any increase/decrease in the area, the rate per sq meter / rate per sq. yard and other charges will be applicable to the changed area i.e. at the same rate at which the Plot was booked. If the area of Plot is reduced owing to change in the layout of the Project (fully or partially), the Promoter shall adjust the extra amount received from the Allottee(s) towards future instalments to be paid as per the Payment Plan and in case any amount is left as balance after such adjustment, that shall be refunded to the Allottee(s) by the Promoter. In case the area of Plot is increased or the Plot becomes preferentially located due to such change in the layout of the Project, the Promoter shall recover from the Allottee(s), the additional price, preferential location charges and other proportionate charges without interest, as the case may be. Such change in the Payment Plan shall be intimated by the Promoter to the Allottee(s)

- 1.10. Subject to clause 17 of this Agreement, the Promoter agrees and acknowledges that the Allottee(s) shall have the right to the Plot as mentioned below:
- 1.10.1. The Allottee(s) shall have exclusive ownership of the Plot;
- 1.10.2. The Allottee(s) shall also have a right in the Common Areas as provided under the Rules. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of Allottee(s) / competent authorities after duly obtaining the occupation certificate / part occupation certificate / part completion / completion certificate from the competent authority, as the case may be as provided under the Rules. In case the such association is not willing to take over the maintenance of the Project, then in such as case the Promoter shall continue to provide such services on terms as may be set out in the maintenance agreement;
- 1.10.3. The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and the Plot. However, the Promoter shall have an absolute discretion to allow or deny visits of the Allottee(s) on the Project site keeping in view the safety and well-being of the Allottee(s) and decision of the Promoter in this regard shall be final and binding on the Allottee(s);
- 1.11. The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Plot to the Allottee(s), which it has collected from the Allottee(s), for the payment of such outstanding (including land cost, ground rent, municipal or other local Taxes/charges/levies etc., 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 outstanding(s) collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) 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.
- 1.12. The Allottee(s) has paid a sum of ₹ _____/- (Rupees Two Lakhs Only) as booking amount being part payment towards the Total Price of the Plot (hereinafter referred to as the “**Booking Amount**”) at the time of application, the receipt of which the Promoter hereby acknowledges.
- 1.13. The Allottee(s) agrees and undertakes expressly acknowledges and agrees that in case it fails to make payment of 2 consecutive demands made by the Promoter as per the

Payment Plan opted for by the Allottee(s), despite having been issued notice in that regard and the default continues for a period beyond 3 consecutive months, the Promoter may, after serving for 30 days' notice on the Allottee(s), cancel the allotment of the Plot in favour of the Allottee(s) and refund the 50% of the money paid by them after deducting the Booking Amount, accrued interest, Taxes and brokerage paid by the Promoter in respect of the Plot within a period of 45 days from the date of such cancellation and the balance 50% shall be paid by the Promoter to the Allottee(s) within a period of 45 days from the date of allotment of the Plot to any other allottee(s).

- 1.14. The Allottee(s) understands and acknowledges that pursuant to the Act, this Agreement is required to be registered with the registrar of assurances. Accordingly, the Allottee(s) undertakes and agrees to make himself / themselves available at such time and place as the Promoter request for the purpose of registration of this Agreement.
- 1.15. The Allottee(s) agrees that non registration of this Agreement due to any act or omission of the Allottee(s) shall not restrict / prohibit / impede the ability of the Promoter to demand payments from the Allottee(s) as per the Payment Plan and all provisions which are applicable to the payment of installments as per the Payment Plan shall remain binding on the Allottee(s) irrespective of the fact of non-registration of this Agreement.
- 1.16. The Allottee(s) further undertakes and agrees to pay to the Promoter all expenses like stamp duty, registration charges, any other charges, in advance, as and when demanded by the Promoter, for the purposes of registration of this Agreement, conveyance deed and other documents in respect of the Plot.
- 1.17. Notwithstanding anything to the contrary, the Allottee(s) acknowledges that any failure of the Allottee(s) to pay any amount due under this Agreement shall not restrict / prohibit / impede the ability of the Promoter to demand payments from the Allottee(s) as per the Payment Plan and all provisions which are applicable to the payment of installments as per the Payment Plan shall remain binding on the Allottee(s) irrespective of the fact of non-registration of this Agreement.
- 1.18. If the Allottee(s) is availing any credit facility / loan from any bank / financial institution / other entity for purchase cum construction of the Plot, then the same shall be the sole responsibility of the Allottee(s) and any delay in sanction / disbursement of such credit facility / loan by such bank / institution / entity to the Allottee(s) shall not be a valid reason for delay in making payments as per the Payment Plan and the Promoter shall not be obligated to alter the Payment Plan to accommodate the Allottee(s).

- 1.19. The Allottee(s) understands and acknowledges that this Agreement is limited in its scope to the Plot only. The Allottee(s) further understands and acknowledges that it shall only have a right to use the Common Areas / the equipment / amenities / facilities in the Project and shall not have any ownership rights therein in any circumstances.
- 1.20. The Allottee(s) further undertakes to abide by all laws, rules and regulations, as may be applicable, for the purposes of construction of buildings complex on the Plot and Allottee(s) undertakes not to create obstructions / impediments in usage of Common Areas, roads, green areas etc by other residents / occupants of the Project at any time.
- 1.21. It is understood and acknowledged by the Allottee(s) that in case of any breach of the terms and conditions of this Agreement for Sell or the terms mentioned in the Application submitted by the Allottee(s) including the failure on the part of the Allottee(s) to pay any instalment(s) with interest within 90 (ninety) days, from the due date for such payment, the Promoter shall have the right to cancel the allotment and forfeit the Booking Amount and the Allottee(s) shall be left with no right or interest in the said Plot.
- 1.22. It is understood and acknowledged by the Allottee(s) that the amount paid, if any, over and above the Booking Amount shall be refunded by the Promoter without interest after adjustment of interest accrued on the delayed payment(s), brokerage paid, if any, and/or any other charges due from the Allottee(s). In case of such cancellation, the Promoter shall be entitled to deal with the Plot as it deems appropriate and the Allottee(s) shall not be entitled to raise objection to the same. Also, the Allottee(s) shall be bound by the process set out by the Promoter post cancellation of the allotment.

2. CONSIDERATION AND OTHER PAYMENTS

- 2.1. Subject to the terms of the Agreement and the Promoter abiding by the development milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque / demand draft / bankers cheque or online payment (as applicable) in favour of 'PI LLP COLL A/C PINTAIL PARK CITY PH3' payable at Lucknow or RTGS/NEFT in favour of " PI LLP COLL A/C PINTAIL PARK CITY PH3", A/c No – 50200081869542, Bank – HDFC, IFSC Code – HDFC0006998, Branch – Nirala Nagar, Lucknow, Uttar Pradesh.
- 2.2. If the Allottee(s) makes payment to the Promoter, pursuant to this Agreement, through cheque which is not honoured by the payee bank on presentation by the Promoter, all charges paid by the Promoter to its bank due to dishonor of the said cheque shall be payable by the Allottee(s) to the Promoter within 3 days of demand raised by the Promoter.

- 2.3. Also, the Allottee(s) shall be solely liable to pay all banking charges levied by the bank of the Promoter while receiving the payment from the Allottee(s) pursuant to this Agreement.
- 2.4. The Allottee(s) shall pay the aforesaid amount to the Promoter within 3 days of demand raised by the Promoter. For the sake of abundant caution, it is being clarified that the Promoter shall acknowledge the receipt from the Allottee(s) of such amount as is actually credited into its bank account.
- 2.5. In case of any delay in payments required to be made by the Allottee(s) pursuant to clauses 2.2, 2.3 and 2.4, the Allottee(s) shall be liable to pay interest on the defaulted amount to the Promoter as per the applicable rates (as per the Act, Rules and Regulations framed by the state government of Uttar Pradesh thereunder) for the period of delay beyond the due date of payment till date of receipt of payment by the Promoter.
- 2.6. The Allottee(s) agrees to pay all charges / fees as and when demanded by the Promoter, if imposed upon by the relevant authorities levied by whatever name called or in whatever form and with all such conditions imposed by the competent authorities. If such charges / fees is increased / demanded (including with retrospective effect) after execution of the Conveyance Deed, the Allottee(s) agrees to pay such charges directly to the government or to the Promoter following a demand by the Promoter.
- 2.7. The Allottee(s) agrees and undertakes that all those charges, payments, levies, Taxes, cess, duties etc. payable to the governmental/ regulatory/ administrative authorities which are made applicable post the date of submission of application by the Allottee(s) for registration for allotment of the Plot shall also be paid by the Allottee(s) as and when demanded by the Promoter and shall be deemed to be a part of the Total Price.
- 2.8. The Allottee(s) shall pay directly, or if paid by the Promoter, then reimburse to the Promoter, on demand, government rates, Taxes or cesses, Taxes of all and any kind by whatever name called, levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc., whether levied or leviable now or in future on the Project or the Plot, as the case may be, and the same shall be borne and paid by the Allottee(s).
- 2.9. The Allottee(s) agrees that time is the essence with respect to the Allottee(s)' obligations to make the payment as set out in the Payment Plan along with other payments such as applicable stamp duty, registration fee and other charges that are more particularly set out in this Agreement, to be paid on or before due date or as and when demanded by the Promoter, as the case may be, and also to perform or observe all the other obligations of the Allottee(s) under this Agreement. The

Allottee(s) further agrees and acknowledges that in the event it delays making payment of any agreed amount payable on its due date, the Allottee(s) shall also be obligated to pay interest on such delayed amount at the rate of State Bank of India's MCLR plus 1 percent, per annum simple interest, calculated from the due date of payment of such amount till the date when payment is received by the Promoter.

- 2.10. The Allottee(s) agrees and undertakes to pay all rates, Taxes, charges and assessments leviable by whatever name in respect of the Plot levied by any governmental authority / and other statutory authorities.
- 2.11. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of the Allottee(s) and such third party shall not have right in or over the Plot. The Promoter shall issue receipts for payment of consideration and other charges, pursuant to this Agreement, in favour of the Allottee(s) only.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1. The Allottee(s), if residing 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 other 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 delay in obtaining consents, approvals or permissions of the regulatory authorities/ Reserve Bank of India etc., shall not be an excuse for not making payments hereunder or delay in making such payments. 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 any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his / her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she 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 Promoter accepts no responsibility in regard to matters specified in clause 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making

payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said Plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS

- 4.1. The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) against lawful outstanding of the Allottee(s) against the Plot, in its name and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner. For the sake of abundant caution, it is clarified by the Promoter that any payment made by the Allottee(s) to the Promoter pursuant to this Agreement shall be adjusted first towards penalty payable under this Agreement, secondly towards interest payable under this Agreement and lastly towards the principal amount payable under this Agreement. However, the Promoter may, at its absolute discretion modify the aforesaid sequence.
- 4.2. If there is any change in the Approved Plan of the Project owing to which there is any increase/decrease in the area of the Plot, the rate per sq. meter / sq. yard and other charges will be applicable to the changed area i.e. at the same rate at which the Plot was booked. If the area of Plot is reduced owing to change in the layout of the Project (fully or partially), the Promoter shall adjust the extra amount received from the Allottee(s) towards future instalments to be paid as per the Payment Plan. In case the area of Plot is increased or the Plot becomes preferentially located due to such change in the layout of the Project, the Promoter shall recover from the Allottee(s), the additional price, preferential location charges and other proportionate charges without interest, as the case may be.

5. TIME IS ESSENCE

- 5.1. The Promoter 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 Plot to the Allottee(s) as provided under the Act or the Rules.
- 5.2. The Allottee(s) understands and acknowledges that making timely payment of the Total Price of the Plot and other Charges as set out in this Agreement is essence of this Agreement and transaction contemplated herein. The Allottee(s) further agrees and undertakes to comply with the terms of payment and other terms and conditions of this Agreement in respect of the Plot along with other payments such as applicable stamp duty, registration fee and other charges that are more set out in this Agreement, to be paid on or before due date or as and when demanded by the Promoter, as the case may be, and also to perform or observe all the other obligations of the Allottee(s) under this Agreement.

6. DEVELOPMENT OF THE PROJECT

- 6.1. The Allottee(s) acknowledges and confirms that it has seen the layout plan specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website of the Promoter (as the case may be) regarding the Project where the Plot is located and has accepted the site plan and the specifications, amenities, facilities, etc. annexed along with this Agreement.
- 6.2. The Promoter shall develop the Project in accordance with the bye-laws such as building code, if any, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration under the Act etc.
- 6.3. The Promoter shall be developing the Project over a period of time. The Allottee(s) understands and agrees that various structures / amenities / facilities etc. comprised in the Project shall be completed in phases including the Other Phases and the Allottee(s) agrees not to raise any objection or make claim or defaults in any payments as demanded by the Promoter on account of inconvenience, if any, caused due to such development / construction activities in the Project.

7. POSSESSION OF THE PLOT

- 7.1. **Schedule for possession of the said Plot** - The Promoter agrees and understands that timely delivery of possession of the Plot to the Allottee(s) is the essence of the Agreement provided that Allottee(s) performs its obligations set out in this Agreement including payment of all its dues within 30 (thirty) days from the date of issuance of letter of offer for possession of the Plot as per the Statement of Account sent along with the letter of offer for possession of the Plot.
- 7.2. The Promoter assures to hand over possession of the Plot within a period of Thirty-Six (36) months from the date of execution and registration of this Agreement unless there is delay due to any reason beyond the reasonable control of the Promoter being "*Force Majeure*" or "*Vis Major*", Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate projects. If, the delivery of the possession of the Plot is delayed due to the above conditions, then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot by the period during which the Force Majeure event was in effect and a reasonable period thereafter to cater for proper mobilization of resources for delivery of the possession of the Plot. It is further agreed between the Parties that if there occurs a delay due to any default or negligence attributable to the Allottee(s)' in fulfilment of terms and conditions of allotment, the Promoter shall be entitled to proportionate/reasonable extension in delivery of possession of the Plot to the Allottee(s).

- 7.3. Subject to the Allottee(s) complying with the terms and conditions of this Agreement, if there is an unreasonable delay in offering the Plot for possession beyond the period as stipulated in Clause 7.2 herein above other than on account of an Force Majeure Event(s) and other similar circumstances, the Promoter would pay to the Allottee(s) compensation in the form of simple interest @ State Bank of India's MCLR plus 1 percent per annum on the amount paid by the Allottee(s) for the period of delay in offering the possession of the Plot beyond the agreed date. However, such payment shall be first adjusted towards any outstanding dues of the Allottee(s) in respect of the Plot pursuant to this Agreement and any balance after such adjustment shall be paid to the Allottee(s). However, in the event of any default or negligence attributable to the Allottee(s)' fulfilment of terms and conditions of this Agreement, the Promoter shall be entitled to reasonable extension in delivery of possession of the Plot to the Allottee(s).
- 7.4. The Promoter shall deliver the possession of the Plot to the Allottee(s) only upon payment of entire consideration and other dues by the Allottee(s) to the Promoter.
- 7.5. That the Promoter shall intimate to the Allottee(s) about the offer to take possession at his last known address and the Allottee(s) shall be obliged to take possession thereof, subject to the condition that he has fulfilled all his obligations including payment of the entire consideration hereunder according to the terms hereof strictly. After such intimation, the Promoter shall not be liable or responsible for any loss, theft, breakage, damages, trespass and the like and the Allottee(s) shall also be obliged to pay monthly maintenance charges to the Promoter or the respective society or Association.
- 7.6. The Allottee(s) agree not to occupy the Plot before issuance of Possession Certificate by the Promoter. The Allottee(s) fully understands that in case the Plot is occupied by him / her before issuance of Possession Certificate by the Promoter, the same shall be at his own risk, cost and consequences and under such circumstances the Allottee(s) shall be liable to pay such fine, penalty, charges, etc. as imposed by the concerned authorities and / or the Promoter at that time.
- 7.7. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to conditions set out in this Agreement, then this Agreement and allotment made hereunder shall stand terminated/cancelled and the Promoter shall refund to the Allottee(s), the entire amount received by the Promoter from the Allottee(s), along with simple interest @ State Bank of India's MCLR plus 1 percent per annum for the period during which the amount paid by the Allottee(s) was held by the Promoter within forty five (45) days of such decision to not offer the Plot to the Allottee(s). However, the Promoter shall not be liable for any other damages/compensation/returns on this account. The Promoter shall intimate the Allottee(s) about such termination at least 30 days before such termination. After the refund of the money paid by the Allottee(s), the Allottee(s) agrees that it shall not have rights, claims, etc. against the Promoter and the Promoter

shall be released and discharged from all its obligations and liabilities under this Agreement. It is further agreed by the Allottee(s) that if any interest or charges are payable by him/it/them to the Promoter pursuant to this Agreement, that amount shall be set off against the refund due to the Allottee(s) and the balance shall be paid to him/it/them by the Promoter. The Promoter shall not be obligated or bound to give any reasons to the Allottee(s) for its decision not to handover the possession of the Plot to the Allottee(s). The decision of the Promoter to handover or not to handover the possession of the Plot to the Allottee(s) shall be final and binding on the Allottee(s).

- 7.8. **Procedure for taking possession of Plot** – Upon completion of development of the Plot, the Promoter shall offer possession of the Plot to the Allottee(s). The Allottee(s) shall take possession within 30 days from the date of offer of possession by clearing pending dues failing which the Allottee(s) shall be deemed to have taken possession of the constructed Plot on completion of 2 (two) months from the date of issue of completion certificate, hereinafter referred to as the “**Deemed Date of Possession**”, irrespective of whether the Allottee(s) takes actual physical possession thereof or not. Provided that, in absence of applicable law or request from the Allottee(s), the Conveyance Deed in favour of the Allottee(s) shall be carried out by the Promoter within 3 (three) months from the date of issue of completion certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide a copy (on demand) of the completion certificate or part thereof in respect of the Plot at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/association of Allottee(s)/competent authority, as the case may be.
- 7.9. **Failure of Allottee(s) to take Possession of Plot** - Upon receiving a written intimation from the Promoter as per clause 7.7 of this Agreement, the Allottee(s) shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Plot to the Allottee(s) as per terms and condition of the agreement.
- 7.10. In case the Allottee(s) fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in clause 7.7 of this Agreement, such Allottee(s) shall continue to be liable to pay maintenance charges as specified in the intimation referred to in clause 7.7 of this Agreement. In addition to the same, the Allottee(s) shall also be liable to pay holding charges @ ₹ 18/- sq. meter (₹ 15 sq. yard) to the Promoter for the period during which the Allottee(s) has failed to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in clause 7.7 of this Agreement.

- 7.11. **Possession by the Allottee(s)** - After obtaining the occupation/completion certificate in respect of the Project, duly certifying completion and handing over the physical possession of all the plots in the Project to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and Common Areas to the association of Allottee(s) or the competent authority, as the case may be as provided under Rules.
- 7.12. **Cancellation by Allottee(s)** – The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. If the Allottee(s) opts for cancellation after the execution and registration of this Agreement, the Promoter herein is entitled to forfeit the entire Booking Amount and the Allottee(s) shall be left with no right or interest in the Plot. The amount paid, if any, over and above the Booking Amount shall be refunded by the Promoter without interest after adjustment of interest accrued on the delayed payment(s), brokerage paid, if any, and /or any other charges due from the Allottee(s). The balance amount of money, if any, paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) after the aforesaid adjustments in the following manner:
- i. The promoter shall refund 50% (Fifty Percent) of the balance amount of money paid by the allottee within 45 (Forty Five) days of such cancellation/withdrawal and
 - ii. The remaining 50% (Fifty Percent) of the balance amount on re-allotment of the Plot or at the end of one year from the date of cancellation/withdrawal, whichever is earlier.

Allottee is also required to pay all other penalties and interest liabilities due as on the date of such termination. In case of such cancellation, if the Booking Amount is lesser than the amount which is due from the Allottee(s) to the Promoter, then the Promoter shall have the right to recover the shortfall from the Allottee(s) under applicable laws.

- 7.13. **Compensation** – Save to the extent provided hereinabove, the Promoter shall compensate the Allottee(s) in case of actual loss caused to him as adjudged by competent authority to defective title of the Land on which the Project is being developed or has been developed.
- 7.14. Except for occurrence of a “**Force Majeure**” or “**Vis Major**”, of any reason beyond the control of the Promoter, Court orders, Government policy/guidelines, decisions, if the Promoter 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 time specified in clause 7.2 of this Agreement; or (ii) due to discontinuance of his business as a Promoter 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 Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any

other remedy available, to return the total amount received by him in respect of the Plot, with interest at such rates as may be applicable as per the Act, Rules and Regulations framed thereunder by the state government of Uttar Pradesh. The Allottee(s) shall not be entitled to seek from the Promoter any other amount/compensation/penalty/return for such delay under any head.

7.15. In case if the Allottee(s) does not intend to withdraw from the Project, the Allottee(s) shall be entitled to interest at such rates as may be applicable as per the Act, Rules and Regulations framed thereunder by the state government of Uttar Pradesh, till the handing over of possession of the Plot, which shall be paid by the Promoter to the Allottee(s) within 45 days of it becoming due.

7.16. That the Allottee(s) agree not to occupy the Plot before issuance of Possession Certificate by the Promoter. The Allottee(s) fully understands that in case the Plot is occupied by him / her before issuance of Possession Certificate by the Promoter, the same shall be at his own risk, cost and consequences and under such circumstances the Allottee(s) shall be liable to pay such fine, penalty, charges, etc. as imposed by the concerned authorities and / or the Promoter at that time.

8. USAGE

8.1. The Allottee(s) undertakes to use the Plot for residential purposes only or for such other purposes as permitted by competent authorities.

8.2. The Allottee(s) agrees and undertakes to use the Plot and complex constructed thereon for residential purposes only and shall not carry any other activity on the Plot or from the complex constructed thereon.

9. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT

9.1. The Allottee(s) shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost and shall not do or suffer to be done anything in the Plot, or the common passages, circulation areas, or the compound which may be in violation of any laws or rules of any authority or change or alter the boundary of the Plot and keep the Plot sewers, drains, pipe and appurtenances thereto or belonging thereto, in good repair and maintain the same in a fit and proper condition.

9.2. The Allottee(s) further undertakes, assures and guarantees that it would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the Plot or on the face / façade of the complex constructed on the Plot or anywhere on the exterior of the Project, buildings therein or Common Areas. Further the Allottee(s) shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common areas.

- 9.3. The Allottee(s) shall, if allotment of the Plot is made to it, shall ensure that no damage is caused to the property of other allottee(s) in the Project, Common Areas of the Project, equipment installed by the Promoter in the Project by any action of the Allottee(s).
- 9.4. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee(s) and/or maintenance agency appointed by association of Allottee(s) / competent authority. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 9.5. The Allottee(s) shall, from time to time, sign all applications, papers, documents, and all other relevant papers, as required in relation to the Plot by the Promoter and shall do all the acts, deeds and things as the Promoter may require for safeguarding the interests of the Project and other Plot owners in the Project.
- 9.6. The Allottee(s) shall become member of the Resident Welfare Association / society as may be formed by various Plot holders from time to time and shall bear all charges and expenses pertaining to the same.
- 9.7. It is further agreed by the Allottee(s) that it shall become member of the club on payment of club membership and subscription charges as levied by the Promoter/managing agency of the club from time to time.
- 9.8. The Allottee(s) agrees that merely by acquiring the Plot, it does not become entitled to become a member of the club. In case the Allottee(s) wishes to become the member of the club in the Project, it will have to abide by and comply with other conditions, from time to time, as may be set out by the agency managing the club.

10. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

- 10.1. The Parties are entering into this Agreement for the sale / purchase of a Plot with the full knowledge of all laws, rules, and regulations, notifications applicable in the State and related to the Project.

11. GENERAL COMPLIANCE OF LAWS

- 11.1. The Promoter has assured the Allottee(s) that the Project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations / bye laws, instructions / guidelines and decisions of competent authority prevalent in the State. The Promoter hereby is showing the detail of various compliance of above as applicable:

Details of approvals / compliances are as per **Schedule 4**

12. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

- 12.1. After the Promoter executes this Agreement he shall not mortgage or create a charge on the Plot and if 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 Allottee(s) who has taken or agreed to take such Plot.

13. CONVEYANCE OF THE SAID PLOT

- 13.1. The Promoter shall on receipt of the entire amount payable by the Allottee(s) in terms of this Agreement, arrange to execute a registered Conveyance Deed in favour of the Allottee(s) within a period of 3 (three) months from the date of issuance of completion certificate. The possession of the Plot shall be delivered to the Allottee(s) only upon registration of the Conveyance Deed. However, in case, the Allottee(s) fails to take possession or deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice or fails to appear at the time and place specified in the notice for registration of the Conveyance Deed of the Plot, the Allottee(s) authorizes the Promoter to withhold registration of the Conveyance Deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee(s) to the Promoter. It is hereby clarified that all the expenses towards execution and registration of the Conveyance Deed shall be borne by the Allottee.
- 13.2. The Allottee(s) shall comply with all legal requirements for Conveyance Deed of the Plot and sign all requisite applications, forms, affidavits, undertakings, etc. as required for that purpose by the Promoter or any other governmental authority.

14. MAINTENANCE OF THE SAID PLOT / PROJECT

- 14.1. The Allottee(s) agrees to sign and execute a separate agreement for upkeep and maintenance of the common areas and services and facilities & installations of the Project, more specifically described in the maintenance agreement. The said agreement shall be executed at the time of issuance of possession certificate of the Plot and shall spell out in detail the services and facilities to be provided and maintained in relation to the Plot and the Project.
- 14.2. Subject to the provisions of the Act, the Allottee(s) shall pay the maintenance charges for upkeep and maintenance of various common services and facilities in the Project.

The maintenance charges for a period of 2 years in advance along with applicable GST or any other Taxes as applicable under law, shall be payable at the time of issue of offer of possession of the Plot by the Promoter.

- 14.3. The Promoter shall handover all the Common Areas and facilities to the association of Allottee(s) which shall be formed for the welfare of residents after the completion of the Project. The Allottee(s) understands that he shall become a member of such association which shall be formed to look after the maintenance of the Plots and the Project and shall abide by its rules. Until the society/ association is formed, the Allottee(s) shall pay to the Promoter such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers etc., as may be determined by the Promoter. If the Allottee(s) ever fails to pay maintenance charges for his/her Plot, the association shall be entitled to disconnect and stop providing all or any services to the scheduled Plot including water, electricity, etc.
- 14.4. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of Allottee(s) or competent authority, as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate / completion certificate of the Project, as the case may be. The cost of such maintenance has not been included in the Total Price of the Plot. In case, the Allottee(s) / association of Allottee(s) fails to take possession of the said essential services as envisaged in the agreement or prevalent laws governing the same, then in such a case, the Promoter or the Promoter has right to recover such amount as spent on maintaining such essential services beyond his scope from the Allottee(s) on pro-rata basis.
- 14.5. In addition to the payment of maintenance charges, the Allottee(s) shall pay an amount of ₹ 179.40/- per sq. meter (₹ 150 per sq. yard) in respect of the Plot, for creation of sinking fund so as to secure adequate provision for the replacement, refurbishing and major repairs of the facilities and equipment etc., installed in the Project and other similar capital expenditure. The sinking fund deposit shall be a handed over to the resident welfare association constituted for the Project at the time of handover of the maintenance of the Project to the said association. The interest earned, if any, on the amount of the sinking fund shall be used by the Promoter to meet the cost of replacement, refurbishing, major repairs of the facilities and equipments etc., installed in the Project or on account of any unforeseen occurrence in future. In case the Allottee(s) fails to pay the amounts due as set out in this application form or the Agreement for Sale, then in such a scenario the Promoter shall be entitled to set off the amount credited to the sinking fund against such outstanding payments.
- 14.6. The Allottee(s) further understands and agrees that, other than the Plot, all rights of ownership of land(s), facilities, utilities, the Common Areas and amenities in the Project shall be vested solely with the Promoter who shall have the sole right and

authority to deal in any manner with such land(s), facilities, utilities, areas and/or amenities. The Allottee(s) expressly undertakes not to raise any claims over such components of the Project.

- 14.7. The Allottee(s) shall be solely responsible for maintenance of all equipment, fixtures, fittings, amenities etc. installed / provided in the Plot at its own cost and expense. Any defect arising in such equipment, fixtures, fittings, amenities etc. due to negligence of the Allottee(s) in maintaining the same including availing annual maintenance contracts from the original equipment manufacturers shall be to the sole account of the Allottee(s) and the Promoter shall not be responsible for the same under any circumstances.

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER, THE LICENSEE, THE OWNERS AND THE ALLOTTEE(S)

- 15.1. Each of the Owners hereby represent and warrant to the Allottee(s) as follows:

15.1.1. Save to the extent disclosed hereinabove, the Owner has absolute, clear and marketable title in respect of such portion of Land which is owned by each of it.

15.1.2. There are no encumbrances including litigations pending before any Court of law or Authority with respect to such portion of Land which is owned by each of it.

- 15.2. The Promoter hereby represents and warrants to the Allottee(s) as follows:

15.2.1. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

15.2.2. All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the Plot being sold to the Allottee(s) are valid and subsisting and have been obtained by following due process of law.

15.2.3. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s) or phase(s), as the case may be, as well as for the Plot and for Common Areas as provided under the Rules;

15.2.4. 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(s) created herein, may prejudicially be affected;

- 15.2.5. 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 Project and the said Plot which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- 15.2.6. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee(s) in the manner contemplated in this Agreement;
- 15.2.7. The Said Land 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 Said Land:
- 15.2.8. At the time of execution of the Conveyance Deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee(s), common areas to the association of Allottee(s), if the same is formed and registered with competent authority, or the competent authority, as the case may be, as provided under Rules, if the possession of the Plot is not already taken by the Allottee(s) in terms of clause 7 of this Agreement;
- 15.2.9. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and Taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the offer of possession of Plot has been issued, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Areas as provided under the Rules;
- 15.2.10. 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 Land) has been received by or served upon the Promoter in respect of the said Land and/ or the Project.
- 15.3. The Licensee represents and warrants to the Allottee(s) that the License is valid and subsisting and there has been no violation of the terms and conditions subject to which the License was granted for development of the Project.
- 15.4. The Allottee(s) represents and warrants to the Promoter, the Owners and the Licensee that:

- 15.4.1. it shall ensure that no damage is caused to the property of other Allottee(s) in the Project, Common Areas of the Project, equipment installed by the Promoter in the Project by any action of the Allottee(s).
- 15.4.2. it understands and agrees that, other than the Plot, all rights of ownership of land(s), facilities, utilities, the Common Areas and amenities shall be vested solely with the Promoter who shall have the sole right and authority to deal in any manner with such land(s), facilities, utilities and/or amenities. The Allottee(s) expressly undertakes not to raise any claims over such components of the Project.
- 15.4.3. it understands that the Promoter shall be carrying out extensive development / construction activities in the Project over a period of time. The Allottee(s) understands and agrees that various structures / amenities / facilities, etc., comprising the Project, shall be completed in phases and the Allottee(s) agrees not to raise any objection or make claim or default in any payments as demanded by the Promoter / maintenance agency on account of inconvenience, if any, due to such development / construction activities or non-development of such structures / amenities / facilities by the time offer of possession of the Plot is made.
- 15.4.4. it undertakes to abide by all laws, rules and regulations, as may be applicable, for the purposes of construction of buildings / complex on the Plot and further the Allottee(s) undertaken not to create obstructions / impediments in usage of Common Areas, roads, green areas etc., by other residents / occupants of the Project at any time.

16. GENERAL COVENANTS

- 16.1. The general watch and ward arrangement shall be provided in the Project by the Promoter. Accordingly, the Promoter may restrict the entry of outsiders into the Project. However, provision of such watch and ward services should not create any liability of any kind upon the Promoter for any mishap or mischief caused by any miscreant. The Allottee(s) shall remain fully responsible for all guests / visitors who may enter the Project specifically to visit the Allottee(s).
- 16.2. The Allottee(s) is aware that the Promoter shall be applying for and thereafter may receive the permission, from State Electricity Boards or from any other body/commission/regulator/licensing authority constituted by the Government of U.P and procure water supply from the nearby river, canal or any other source for such purposes, to receive and distribute supply of water and electrical energy in the Project, under prevailing rules and byelaws of the Government and that the Allottee(s) undertakes to pay on demand to the Promoter/concerned authority –

- 16.2.1. Proportionate share as determined by the Promoter of all deposits and charges paid/payable by the Promoter 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(s) for the Plot and the conveyance of the Plot shall be withheld by the Promoter till full payment thereof is received by the Promoter from the Allottee(s).
- 16.2.2. Electricity, water and sewerage connection and consumption / service charges and contingency deposit as and when demanded by such authority.
- 16.2.3. Proportionate share of cost, incurred by the Promoter for creating infrastructure like HT Feeder, EHT Substation etc. Further in case of bulk supply of electrical energy, the Allottee(s) 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.
- 16.2.4. Any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Promoter, from time to time.
- 16.2.5. The cost of the water supply equipment installed for procuring and supplying water to the Project, by whatever name called either directly to the concerned authorities or if paid by the Promoter, reimburse the same to the Promoter on demand.
- 16.2.6. Such amount(s) and other charges for the consumption of water so supplied to the Plot based on such tariff as may be fixed by the Promoter or its agents in their sole discretion.
- 16.3. The Allottee(s) agrees to pay the amounts mentioned above and if the same are not paid it shall be treated as unpaid sale price of the Plot and the Promoter shall have the first charge and lien on the Plot to the extent of such unpaid amount.
- 16.4. The Allottee(s) shall assist the Promoter in maintaining peace, security and tranquility in the Project and towards that end the Promoter shall be entitled to restrict and regulate the entry of visitors into the Project as may be deemed necessary by it.
- 16.5. The Allottee(s) shall always use the Plot for residential purposes only. Further, the Allottee(s) shall not use the Plot for any purpose which is against any law or any directive of the government or the local authority or public policy. The Allottee(s) shall not store any goods of hazardous or combustible nature or which can cause damage to the Project and / or the assets of other Allottee(s) in the Project. The Allottee(s) shall not use the Plot for any immoral or illegal activity.

- 16.6. The Allottee(s) undertakes to abide by all laws, rules and regulations, as may be applicable, for the purposes of construction of buildings complex on the Plot and further the Allottee(s) undertaken not to create obstructions / impediments in usage of common areas, roads, green areas etc by other residents / occupants of the Project at any time.
- 16.7. The Promoter shall have the right to develop other plot(s) and provide necessary common amenities and facilities on the Land under the Project and the Allottee(s) shall not make any objection or interruption nor make any claims to the proposed development etc. It is further, hereby specifically declared that roads, passages, drainage, water pipelines, sewerage connections, electric cables, recreational facilities, gardens etc. which are for the common enjoyment of the occupants of plots in the Project shall be enjoyed jointly in common by the occupants, owners or the Allottee(s) of the respective units without any hindrance or objection of any kind whatsoever.
- 16.8. The Allottee(s) undertakes that it shall not place anything including any furniture, fixtures etc., equipment / stand / vending platform / on any other thing fixtures etc., in the Common Areas or impede / interfere with the right of other allottee(s) of the Project to use the Common Areas.
- 16.9. The Allottee(s) may get the name of his / her nominee substituted in its place with prior approval of the Promoter provided the Allottee(s) have cleared all dues till the date when such nomination or change in nomination is sought and on such conditions / guidelines / terms / payments, as applicable including payment of transfer charges as levied by the Promoter, from time to time.
- 16.10. The Allottee(s) shall not assign, transfer, lease or part with possession of the Plot without taking 'No Dues Certificate' from the Promoter.
- 16.11. All communications demand notices etc. shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by the First Allottee(s) which shall for all purposes be considered as served on all Allottee(s) and no separate communication shall be sent to the other named Allottee(s). It shall be the responsibility of the Allottee(s) to inform the Promoter about all subsequent changes in his address, if any, failing which all demands, notices and letters posted at the earlier registered address will be deemed to have been received by it at the time when those should ordinarily reach such address. The Allottee(s) shall not be entitled to plead that since it/they have changed its/their address, they were not aware of any approaching deadline for performance of any of its/their obligation(s) pursuant to this Agreement and they shall be responsible for any default in performance of any such obligation.

- 16.12. The Allottee(s) undertakes to indemnify, defend and hold harmless the Promoter, its directors, officers and employees and their respective affiliates (and such affiliates directors, officers and employees) (collectively, the “**Indemnified Persons**”) from and against any and all fines, damages, losses, liabilities, costs, charges, expenses, penalties etc. suffered or incurred and/or which may be suffered or incurred by any of the Indemnified Person(s) and arising at any time and in any manner whatsoever, including any contravention, breach or non-performance (in whole or in part) by the Allottee(s) or occupant of the Plot of any of the terms and conditions, covenants, or obligations contained herein.
- 16.13. The indemnification rights of the Indemnified Persons in clause 16.12 above are independent of, and in addition to, such other rights/remedies as the Indemnified Persons may have at law or in equity or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- 16.14. The Allottee(s) shall pay to the concerned authority electric meter installation charges / water meter installation charges, security deposit for the electric / water meter and their energizing charges etc.

17. EVENTS OF DEFAULTS AND CONSEQUENCES

- 17.1. Subject to “**Force Majeure**” or “**Vis Major**”, of any reason beyond the control of the Promoter, Court orders, Government policy/guidelines, decisions which may have the likely effect of causing delay in performance of the obligations of the Promoter pursuant to this Agreement, the Promoter shall be considered under a condition of default (hereinafter referred to as the “**Default**”), in the following events:
- 17.1.1. Promoter fails to provide the possession of the Plot to the Allottee(s) within the time period specified in clause 7 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority.
- 17.1.2. Discontinuance of the Promoter’s business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 17.2. In case of Default by Promoter under the conditions listed above, Allottee(s) is entitled to the following:
- 17.2.1. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the

situation and only thereafter the Allottee(s) be required to make the next payment without any interest for the period of such delay; or

17.2.2. The Allottee(s) 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(s) under any head whatsoever towards the purchase of the Plot, along with interest at such rates as may be applicable as per the Act, Rules and Regulations framed thereunder by the state government of Uttar Pradesh within forty five (45) days of receiving the termination notice: Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, simple interest at such rates as may be applicable as per the Act, Rules and Regulations framed thereunder by the state government of Uttar Pradesh , for every month of delay till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee(s) within ninety (90) days of it becoming due.

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

17.3.1. In case the Allottee(s) fails to make payments for two (2) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at such rates as may be applicable as per the Act, Rules and Regulations framed thereunder by the state government of Uttar Pradesh for the period of delay;

17.3.2. In case of Default by Allottee(s) under the condition listed above continues for a period beyond three (3) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot and provisions for adjustment of monies paid by the Allottee(s) as set out in this Agreement shall apply accordingly. In case of such cancellation, if the Booking Amount is lesser than the amount which is due from the Allottee(s) to the Promoter, then the Promoter shall have the right to recover the shortfall from the Allottee(s) under applicable laws. The Promoter shall intimate the Allottee(s) about such cancellation, 30 days prior to such cancellation. The Promoter shall refund, the amount, after deducting the Booking Amount, accrued interest and brokerage and other charges, to the Allottee(s) in the following manner:

- i. 50% of the money within a period of 45 days from the date of such cancellation and;
- ii. the balance 50% shall be paid by the Promoter to the Allottee(s) within a period of 45 days from the date of re-allotment of the Plot to any other allottee(s).

17.3.3. It is fully and expressly acknowledged by the Allottee(s) that in case the Promoter allows the Allottee(s) extra time to make the payments due beyond the due date of payment, then such an act on part of the Promoter shall not be construed as a waiver of right of the Promoter to cancel this Agreement and the allotment of the Plot or other rights available under this Agreement or the applicable laws.

17.3.4. The Promoter may, at its absolute discretion, agree to give further time to the Allottee(s) for curing the breach of this Agreement by the Allottee(s), on such conditions as the Promoter deems appropriate.

18. BINDING EFFECT

18.1. The Parties agree that just forwarding this Agreement to the Allottee(s) by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s). Secondly, the Allottee(s) and the Promoter have an obligation to execute the agreement and also register the said agreement as per the provision of the relevant Act of the State. 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(s) and further execute the said Agreement and register the said Agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default. If the Allottee(s) does not rectify the default within thirty days from the date of such notice to the Allottee(s), then in such a case, the Promoter shall be entitled to terminate this Agreement and forfeit the Booking Amount and cancelling the booking of the Plot. The provisions set out in this Agreement in respect of refund of monies payable by the Promoter to the Allottee(s) in case of termination shall apply *mutatis mutandis* in this situation.

19. ENTIRE AGREEMENT

19.1. This Agreement, along with schedules and its Annexures and the application form no. _____ dated _____ submitted by the Allottee(s) for registration for allotment of the Plot, 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 Plot.

20. RIGHT TO AMEND AND ASSIGN OR SALE

- 20.1. This Agreement may only be amended through written consent of the Parties concerned in said agreement.
- 20.2. The Promoter shall have the right to sell, lease or otherwise dispose of FSI in respect of other components of the Project without any intimation, written or otherwise to the Allottee(s) and the Allottee(s) shall not raise any objection in this regard.

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

- 21.1. 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 Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Plot in case of a transfer, as the said obligations go along with the Plot for all intents and purposes provided that Allottee(s) shall not sell, transfer, assign or part with his right, title, or interest, in the plot or any portion thereof, even after the allotment is made in his favour, until all the dues payable to the Promoter are fully paid is executed in his favour. The Allottee(s) is / or, however entitled to get the name of his nominee(s) substituted in his place with the prior approval of the Promoter, which may at its sole discretion permit the same on such conditions as it may deem fit. The Allottee(s) shall pay to the Promoter, transfer and other charges as applicable from time to time for the purpose of such substitution.

22. WAIVER NOT A LIMITATION TO ENFORCE

- 22.1. 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(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee(s).
- 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

- 23.1. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent

necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

24.1. Wherever in this Agreement, it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) in the 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

25.1. The 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.

25.2. The Allottee(s) expressly acknowledges that it is completely satisfied about the title, rights and interests of the Promoter and the Owners in respect of the Project. The Allottee(s) is entering into this Agreement after making itself fully aware of all the limitations and obligations of the Promoter and the Owner in relation to and in connection with the Project and has understood all limitations and obligations in respect thereof as set out herein under and other documents provided to the Allottee(s) by the Promoter in relation to the Project.

25.3. The Allottee(s) expressly acknowledges that it has been given adequate time and opportunity to peruse and consider the terms and conditions of this Agreement and the Allottee(s) has decided to execute this Agreement only after fully perusing and understanding the legal implications of the terms and conditions contained in this Agreement.

25.4. The Allottee(s) expressly acknowledges that the Promoter has not made any representation and warranties to the Allottee(s) to induce the Allottee(s) to execute this Agreement and the Allottee(s) has decided to execute this Agreement out of its own free will.

25.5. The Allottee(s) has / have seen and perused the title documents of the Land, Consortium Agreement and sanctioned layouts / plans in respect of the Project and is fully satisfied that the Promoter is authorized and is legally and sufficiently entitled to allot Plots in the

Project. The Allottee(s) further undertakes to abide by the terms and conditions of applicable laws, rules and regulations.

26. PLACE OF EXECUTION

26.1. 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(s), in Lucknow, Uttar Pradesh after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at Uttar Pradesh. Hence this Agreement shall be deemed to have been executed at Lucknow Uttar Pradesh

27. NOTICES

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

1. M/s Pintail Infracon LLP (**Promoter name**)

Office at: Pintail Park City, Sultanpur Road, Near HCL IT City, Lucknow, UP, 226002

Contact No. – 0522-4963000 1 Email – info@pintail.co.in

2. M/s Pintail Infracon LLP (**Power of Attorney holder for the Owners**)

Office at: Pintail Park City, Sultanpur Road, Near HCL IT City, Lucknow, UP, 226002

Contact No. – 0522-4963000 1 Email – info@pintail.co.in

3. M/s Pintail Realty Developers Pvt. Ltd. (**Licensee**)

Office at: Pintail Park City, Sultanpur Road, Near HCL IT City, Lucknow, UP, 226002

Contact No. – 0522-4963000 1 Email – info@pintail.co.in

4. **(Name & Correspondence Address of Allottee(s))**

(Telephone No. and Email)

27.2. It shall be the duty of the Parties 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(s) or the Owner or the Licensee, as the case may be.

28. JOINT ALLOTTEE(S)

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

28.2. The Allottee(s) being _____, expressly undertake to abide by the terms of this Agreement. They further agree and acknowledge that their obligations / responsibilities / liabilities arising out of this Agreement are and shall always remain joint and several.

29. SAVINGS

29.1. Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the Plot, as the case may be, 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(s) under the Agreement for Sale or under the Act or the rules or the Regulations made thereunder.

30. GOVERNING LAW

30.1. 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 prevalent in the State of Uttar Pradesh for the time being in force.

31. DISPUTE RESOLUTION AND ARBITRATION

- 31.1. 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 referred to a sole arbitrator to be appointed by court having competent jurisdiction in case the Promoter and the Allottee(s) fail to reach mutual agreement as to the choice of such sole arbitrator.
- 31.2. The arbitration proceedings shall be conducted in accordance with the Arbitration and Reconciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force. The seat and venue of the arbitration shall be Lucknow only. Subject to the arbitration mechanism as aforesaid, the Courts at Lucknow alone shall have the jurisdiction to adjudicate upon all issues and matters arising out of / related to this application form or the transaction contemplated herein.

32. STAMP

- 32.1 That the applicable stamp duty of _____ is paid by the Allottee(s) as prescribed through **e-stamp certificate no.** _____, dated _____.

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT LUCKNOW, UTTAR PRADESH IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER

For, Pintail Infracon LLP

(Signature)

For, M/s. Pintail Infracon LLP

(Name)

Office at: Pintail Park City, Sultanpur Road, Near HCL IT City, Lucknow, UP, 226002
(Address)

SIGNED AND DELIVERED BY THE WITHIN NAMED OWNERS

For the Owners by their respective duly constituted Attorney M/s Pintail Infracon LLP

(Signature)

For, M/s. Pintail Infracon LLP
(Name)

Office at: Pintail Park City, Sultanpur Road, Near HCL IT City, Lucknow, UP, 226002
(Address)

SIGNED AND DELIVERED BY THE WITHIN NAMED LICENSEE

For, Pintail Realty Developers Pvt. Ltd.

(Signature)

For, Pintail Realty Developers Pvt. Ltd.
(Name)

Office at: Pintail Park City, Sultanpur Road, Near HCL IT City, Lucknow, UP, 226002
(Address)

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE(S)

Allottee 1

Signature

(Name)

(Address)

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE(S)
Allottee 2

Signature

(Name)

(Address)

At Lucknow, on _____ in the presence of:

WITNESSES:

Please affix a photograph and sign across the photograph. Please ensure the signature do not cover any part of the face.

1. Signature

Name:

S/o:

Address:

Mobile:

Please affix a photograph and sign across the photograph. Please ensure the signature do not cover any part of the face.

2. Signature

Name:

S/o:

Address:

Mobile:

SCHEDULE – 1

DESCRIPTION OF THE OWNERS

- [1] Aadesh Constructions Pvt. Ltd.
- [2] Ajay Kumar s/o Late Jagdish Prasad
- [3] Bliss Constructions Pvt. Ltd.
- [4] Dinesh s/o Phenku Ram
- [5] Krishna Infracity Pvt. Ltd.
- [6] Mahal Constructions Pvt. Ltd.
- [7] Milaap Constructions Pvt. Ltd.
- [8] Pintail Builders LLP
- [9] Pintail Constructions LLP
- [10] Pintail Infracon LLP (Power of Attorney holder for the Owners)
- [11] Pintail Infraheights LLP
- [12] Pintail Projects LLP
- [13] Pintail Realty Developers Pvt. Ltd.
- [14] Prasiddhi Constructions Pvt. Ltd.
- [15] Prayatna Constructions Pvt. Ltd.
- [16] Raj Kumar s/o Paltan
- [17] Satyendra Kumar s/o Late Jagdish Prasad
- [18] Sunder Lal s/o Ram Gopal
- [19] Vakratund Infrastructure Pvt. Ltd.
- [20] Pintail Developers LLP

SCHEDULE – 3

PAYMENT PLAN

SCHEDULE – 4
LIST OF APPROVALS

Ref. Clause 11

- [1] License No. 137/VC/EE/HTIG/2015 dated 02-November-2015 in favour of Pintail Realty Developers Pvt. Ltd. (formerly known as M/s Arindam Sekhar Garments Marketing Pvt. Ltd.) for development Integrated Township including the Project.
- [2] The Detailed Project Report (DPR) dated 18-April- 2017 in respect of the Integrated Township including the Project has been approved by Lucknow Development Authority vide a letter Sr. No. 605/EE/HTIG/17 dated 18-September-2017.
- [3] Approval of Layout Plan for the Integrated Township including the Project, from Lucknow Development Authority vide Permit No. 106/Inti./Talpat/2022(Revised), dated 28 Oct 2022.
- [4] No Objection Certificate from “Airport Authority of India Ltd.(AAI)” for Height Clearance dated 24-May-2018.
- [5] No Objection Certificate from “Madhyanchal Electricity distribution Nigam Ltd.” for electricity connection dated 27-October-2017.
- [6] No Objection Certificate from “State Ground Water Department” for use of water for construction and other types of consumption dated 5-July-2017.
- [7] Environment Clearance Certificate from “State Level Environment Impact Assessment Authority”, Uttar Pradesh vide. Letter Ref No. 732/Parya/SEAC/4399-3686/2018, dated 09-Mar-2019.
- [8] Access Approval from “National Highways Authority of India” for the Integrated Township including the Project” dated 18.09.2019.
- [9] NOC from Uttar Pradesh Pollution Control Board dated 30-03-2021.
- [10] **Issuance of RERA Certificate from UP-RERA dated _____ with RERA Reg. No. _____ for the project Pintail Park City Ph-3 Plots.**