

AGREEMENT FOR SALE [DRAFT]

This **AGREEMENT FOR SALE** (hereinafter referred to as “**Agreement**”, which expression shall include the schedule(s) hereof) is executed at Kanpur on this..... day of, 20.....

BY AND BETWEEN

Tanya Homes Private Limited (CIN No. U51909UP2004PTC028236) formerly known as United Tarde Net Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at SUKHDHAM, FLAT NO.- E-2, 7/17 (9-10), TILAK NAGAR, KANPUR, (PAN:), represented by its authorized signatory, S/o, R/o, duly authorized vide board resolution dated (hereinafter referred to as the “Vendor//Promoter” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include -its successor-in-interest, and permitted assigns)

AND

[If the Allottee/ Vendee is a company]

.....,
(CIN No.....) a company incorporated under the provisions of the companies Act 1956 or 2013, as the case may be having its registered office at..... (PAN.....) represented by its authorized signatory,, duly authorized vide board resolution dated....., (herein referred to as the “Allottee/Vendee” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

[OR]

[If the Vendee/Allottee is a Partnership firm]

..... (Reg. No.....) a firm registered under Indian Partnership Act 1932, having its principal office at (PAN.....) represented by its authorized partner,, duly authorized vide (herein referred to as the “Vendee/Allottee” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns.)

[OR]

[If the Vendee/Allottee is an Individual]

Mr./Ms....., son/daughter of....., aged about, residing at..... (PAN.....), (hereinafter called the “Vendee/Allottee” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Vendee/Allottee is a HUF]

Mr
 son of and
 as the Karta of the Hindu Joint Mitakshara Family known
 as.....
 HUF, having its place of Business residence at.....,
 (PAN), (hereinafter referred to as the "Vendee/Allottee" which
 expression shall unless repugnant to the context or meaning thereof be
 deemed to mean and the members or member for the time being of the said
 HUF, and their respective heirs, executors, administrators and permitted
 assigns).
 The Vendor/Promoter and Vendee/Allottee shall hereinafter collectively
 be referred to as the **"Parties"** and individually as a **"Party"**.

A. INTERPRETATIONS /DEFINITIONS:

For the purpose of this Agreement for Sale/Lease, unless the context
 otherwise requires,-

- a. **"Act"** means the Real Estate (Regulation and Development) Act, 2016
 (16 of 2016).
- b. **"Applicable Laws"** shall mean, all Acts, Rules and Regulations in
 force and in effect as on the date mentioned herein above in the State
 of Uttar Pradesh including all notifications, ordinances, policies, laws,
 orders and / or official directives by Central Government and / or State
 Government and / or by any Statutory Authority in the state of Uttar
 Pradesh, as may be in force and effect during the subsistence of this
 Agreement and applicable to the Project.
- c. **"Authority"** means Uttar Pradesh Real Estate Regulatory Authority.
- d. **"Approvals"** shall mean and include all licenses, permits, approvals,
 sanctions, layout/plan approvals, consents, obtained / to be obtained
 from or granted / to be granted by any competent authority in
 connection with the unit(s)/project(s) as the case may be.
- e. **"Association of Allottees/Vendees (RWA/AOA/Society)"** shall mean
 a society, association, body, or any other permissible legal entity by
 whatever name called, of unit holders that may be formed as per the
 requirement of clause (e) of sub section (4) of section 11 of the Act in
 respect to the Project(s)/ Complex.
- f. **"Common Area and Facilities"** shall mean such common areas,
 facilities and spaces in the Project meant for common use of all the
 occupants of the Project and common areas and facilities of the
 Project/Complex except the areas covered under the specific project,
 for the limited use of unit holders of the Project/Complex.
- g. **"Government"** means the Government of Uttar Pradesh;
- h. **"Project"** shall mean Emerald Chamber Multistory Residential Complex,
 being developed, at the Project Land, more specially described in the
"Schedule-A", by the Vendor/ Promoter after obtaining
 sanctions/permits/approval etc. from applicable Statutory Authorities,
 including Kanpur Development Authority, Kanpur, which comprises
 flats/apartment at various floors alongwith the common areas and
 facilities as per the sanctioned plan.
- i. **"Project Land"** shall mean and include the land area admeasuring
 3367.03 sq. meters and there about lying and situated at Part of Plot No.
 4/285-A, Vishnupuri, Kanpur, Uttar Pradesh on which the present
 Multistory Residential Development is being carried out by
 the Vendor/Promoter which is more specifically described in **"Schedule A"**.
- j. **"Regulations"** means the Regulations made under the Real Estate (Regulation
 and Development) Act, 2016.

- k. **“Rules”** shall mean the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended from time to time.
- l. **“Section”** means a Section of the Act.
- m. **“Unit”** shall mean indivisible apartment / flat having a separate number and identity, intended and / or capable of being independently and exclusively used for residential purpose which is more specifically described in **“Schedule B”**

B. RULES FOR INTERPRETATION:

- (i) Words denoting the singular shall include the plural and words including any gender shall include all genders.
- (ii) References to recitals, clauses and schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.
- (iii) Any reference to the words 'hereof', 'herein', 'hereto', and 'hereunder' and words of similar import when used in this Agreement shall refer to clauses and schedules of this Agreement as specified therein.
- (iv) The words 'include' and 'including' are to be construed without limitation.

C. LAND TITLE DESCRIPTION: WHEREAS:

- a. The Vendor/Promoter is the absolute and lawful owner of Land admeasuring 3367.03 square meters situated at part of Plot No.-4/285-A, Vishnupuri, Kanpur, Uttar Pradesh, on which this Project namely Emerald Chamber being developed by the Vendor/Promoter in accordance with the plans sanctioned by Kanpur Development Authority. (said "Project Land").
- b. Earlier, the Vendor/Promoter, formerly known as United Trade Net Private Limited has acquired part of plot no. 4/285-A admeasuring 2689.73 square meters from the then owners of this part of plot no. 4/285-A on 30.03.2006 vide sale deed dated 30.03.2006 duly registered in the office Sub Registrar Zone-II, Kanpur in Book No.-1, Volume No. 3250 on pages from 391 to 520 at Sr. No. 1377 on 30.03.2006 and another part of the same plot no. 4/285-A admeasuring 677.30 square meters from the then owner of this part of plot no. 4/285-A on 06.09.2006 vide sale deed dated 06.09.2006 duly registered in the office Sub Registrar Zone-II, Kanpur in Book No.-1, Volume No. 3390 on pages from 1 to 122 at Sr. No. 3485 on 06.09.2006, thus the Vendor/Promoter became lawful and absolute owner of the Project Land admeasuring 3367.03 square meters.
- c. The name of the Vendor/Promoter was subsequently changed from United Trade Net Private Limited to Tanya Homes Private Limited on 22.11.2006 vide Fresh Certificate of Incorporation issued by Registrar of Companies Uttar Pradesh and Uttaranchal consequent upon change of name pursuant to the Section 21 of the Companies Act, 1956 and all other applicable provisions thereto.
- d. The Vendor/Promoter became the absolute owner in possession of the aforesaid freehold property i.e. the Project Land and their name was duly mutated in the records of Kanpur Nagar Mahapalika (now Kanpur Nagar Nigam) and Kanpur Development Authority in respect of the aforesaid property.
- e. The Vendor/ Promoter, being the absolute owner, has decided to develop a Multistory Residential Complex namely **“Emerald Chamber”**, on the aforesaid Project Land which project.
- f. The **Emerald Chamber multistory residential complex** of the Vendor/ Promoter is being developed by the Vendor/Promoter in accordance with the Building Plan sanctioned /approved by Kanpur Development

Authority vide sanction/permit No. 28/Bhavan/2012-12 dated 03.10.2012 re-sanctioned vide sanction / permit No. 12/264/Bhavan/14-15 dated 06.05.2015 and finally sanctioned vide sanction/permit No. 770/Bhavan/Online/19-20 dated 04.07.2019 and after completion of the said project the Vendor/Promoter shall duly obtain the Completion Certificate vide sanction permit No. dated for the said Project from Kanpur Development Authority.

- g. The Vendor/Promoter is the absolute owner and in possession of Project Land and there is no co-sharer or co-owner and the Project Land is free from all encumbrances and Vendor/Promoter is fully authorized to sell, mortgage, gift and transfer etc. the flats/apartments being constructed/ developed on the Project Land. There is no attachment order from any Court of law or taxation authorities and the Vendor/Promoter has not been restrained by any injunction order of any court from selling the said property.
- h. This Emerald Chamber (**hereinafter the “said Project”**), shall consist of total 28 flats/apartments of different areas and dimensions being constructed on different floors according to the plans sanctioned by Kanpur Development Authority is an **Independent and Standalone Project**.
- i. The Vendor/Promoter being absolute owner having right to dispose off/ earmark/ sell / lease / allot the flats/apartments being constructed in said Project to different Vendee(s) / Allottee(s) on ‘**as is where is**’ basis, the Vendor/Promoter is desirous of entering into several agreements with several different Vendee(s)/Allottee(s).
- j. The said Project is earmarked for the development of residential units which shall be used for the residential purpose only, no commercial development shall be permitted unless it is a part of the plan approved by the Competent Authority.
- k. The Vendor/Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to its right, title and interest regarding the said Project and the units being constructed therein.
- l. The Vendor/Promoter has registered the said Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at on under registration no The registration is valid till unless renewed/extended by the Authority.
- m. The Vendee/Allottee had applied for a flat/apartment in the said Project vide EOI/Application dated and has been provisionally allotted, vide Allotment Letter No. dated, Flat/Apartment No. In Floor in Tower having carpet area of admeasuring square meters (..... Sq ft) (hereinafter referred to as the “said Flat/Apartment Unit” more particularly described in Schedule B.
- n. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein and the Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Project;
- o. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- p. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor /

Promoter hereby agrees to sell and the Vendee/Allottee hereby agrees to purchase on “**as is where is basis**” the said Unit No Situated in Floor, in Tower, having square meters (..... Square Feet) carpet areas in the said project namely “**Emerald Chamber**”, situated at Plot 4/285-A, Vishnupuri, Kanpur, more particularly described, detailed and bounded at the foot of this Agreement to Sale for a sale consideration of Rs..... /- (Rupees only) as detailed in Payment Plan in Schedule C.

- q. The Vendee/ Allottee has also inspected all the relevant papers, records and documents and all sanctions, approval, layout including Deed of Declaration filed by the Vendor/Promoter with the Kanpur Development Authority in accordance with the provisions of Section 12 of **Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, as amended from time to time** and after having been satisfied about the title and ownership of the Vendor/Promoter, has agreed to purchase the said residential Flat/Apartment/Unit No. agreed to be sold through this Agreement.
- r. The Vendor/ Promoter has duly authorized Shri vide Board Resolution dated, to sign and execute this ‘Agreement for Sale’ on behalf of Vendor/ Promoter and to get the same duly registered in the office of Sub-Registrar, Kanpur, and to do all such acts, deeds or things necessary in respect thereof.

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:

I. TERMS:

1. Subject to the terms and conditions as detailed in this Agreement, the Promoter Agrees to Sell to the Vendee and the Vendee hereby agrees to purchase the Unit/Flat/Apartment as specified herein below.
2. Both the Parties confirm that they have read and understood the provisions of Section – 14 of the Real Estate (Regulation and Development) Act, 2016.
3. The total Price for the Unit/Flat/Apartment based on the carpet area is Rs..... (Rupees only) (“Total Price”) detailed as below:
Unit/Flat/Apartment No. in Floor in Tower
Type
Carpet Area of the Unit/Flat/Apartment sq meters (..... Sq ft)
Basic Sale Price Rs..... (@ Rs per sq.ft)
Maintenance Charge @ Rs. /- Per sqft.

Maintenance Charge, for the First Year after completion/occupancy certificate obtained, which has been included in the Price of the Unit/Flat/Apartment. Vendor/Promoter shall bear all maintenance expenses during first year after completion / occupancy certificate obtained. One Time Interest Free Maintenance Security Deposit @ Rs. /- (Rupees only) per sq. ft (transferable to the Association/Society/ RWA of the Allottee(s)/Vendee(s) as and when formed).

Present Taxes (including GST) : Rs.
Total Basic Sale Price/Consideration of Unit/Flat/Apartment : Rs.
(Rupees Only)

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Unit/Flat/Apartment.
 - (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the development/construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Unit/Flat/Apartment to the Allottee and the Project to the Society/Association of Allottees/Vendees or the competent authority, as the case may be, after obtaining the completion / occupancy certificate.
 Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification:
 Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;
 - (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the Acts/Rules/Notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 - (iv) The total Price of the Unit/Flat/Apartment includes recovery of price of land, construction of (not only the apartment but also) common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint , marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges for one year after obtaining completion / occupancy certificate and includes cost for providing all other facilities, amenities and specifications to be provided for the Unit/ Flat/Apartment/and the Project.
 - (v) The Sale Consideration/Price is escalation- free, save and except increases which the Vendee/Allottee hereby agrees to pay, due to increase on account of development fee payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Vendor/ Promoter undertakes and agrees that while raising a demand on the Vendee/ Allottee for increase in development fee, cost/ charges imposed by the competent authorities, the Vendor/Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Vendee/ Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase. Any development fee 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.
4. That in pursuance of the agreement and in consideration aforesaid to be paid to the Vendor/ Promoter by the Vendee/Allottee in terms of Payment Plan detailed in Schedule-C hereof, in time and without and delay or default, and subject to the terms and conditions stipulated in this Agreement, the Vendor/ Promoter agrees to sell to the Vendee/ Allottee and the Vendee/ Allottee agrees to purchase the said Unit/Flat/Apartment No. situated at Floor in Tower having carpet area

sq meters (.....sq ft) in the “**Emerald Chamber**”, situated at Plot No. 4/285-A, Vishnupuri, Kanpur, Uttar Pradesh, more particularly shown and described by **RED COLOUR** in the accompanying plan and duly bounded in the Schedule ‘B’ at the foot of this Agreement, together with all rights, privileges and appurtenances held or enjoyed and appurtenant to the same or reported or known so to be and free from all encumbrances to have and to hold the same unto the Vendee/Allottee in the absolute ownership free from all encumbrances.

5. The Promoter may allow, in its sole discretion, a rebate for early payment of installments payable by the Allottee by discounting such early payments @____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
6. It is agreed that the Promoter shall not make any additions and alteration in the sanctioned plans, layout plans and specifications and nature of fixtures, fittings and amenities described herein at Schedule ‘D’ and Schedule ‘E’ (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is affected) in respect of the apartment or building, as the case may be, without the previous written consent of the Allottee as per the Provisions of the Act: Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
7. The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and completion certificate/occupancy certificate (as applicable)* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in carpet area then the Promoter shall refund the excess money paid by Allottee within FortyFive days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by Allottee. If there is any increase in the Carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the allottee as per the next milestone of the Payment plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed as per this Agreement.
8. The Sale Consideration/ Price for the said Unit/Flat/Apartment is based on the Carpet Area, more particularly described in the Payment Plan-Schedule C. All other charges, which are specifically mentioned in the Agreement and do not form part of the total price, shall be paid by the Vendee/ Allottee in addition to the total price as per this Agreement. The Vendee/ Allottee(s) shall be liable to pay one time interest free maintenance deposit, upfront maintenance charges, stamp duty, registration charges, legal charges such as advocate fees and other expenses, society registration charges, membership fees of society, proportionate share of development charges, any other charges which may be levied. Provided that in case there is any change / modification in the taxes and cess, the same shall be brought into effect as per the applicable laws. The Vendor/Promoter shall intimate Vendee/ Allottees, the amount payable as stated in the Payment Plan and the
Vendee/Allottee shall make payment demanded by the promoter within the time and
in the manner specified therein. Provided that as and when any installment becomes due, the Vendor/Promoter shall once inform the Vendee/ Allottee in writing and it shall not be obligatory on the part of the Vendor/Promoter to send further any demand notices/emails/reminders regarding the payments to be made

by the Vendee/Allottee.

9. The Vendee/Allottee has paid a sum of Rs. (Rupees..... only) as booking amount/ earnest money detailed in Schedule-C of this Agreement being part payment towards the price / sale consideration of the said Unit/Flat/Apartment at the time of application, the receipt of which the Vendor/Promoter hereby acknowledges and the Vendee/ Allottee hereby agrees to pay the remaining price/sale consideration of the Unit/Flat/Apartment as prescribed in the **Payment Plan** and as may be demanded by the Vendor/ Promoter within the time and in the manner specified therein. Provided that if the Vendee/ Allottee delays in payment towards any amount which is payable, he/she shall be liable to pay interest at the rate prescribed in the Act /Rules.
10. Subject to covenants contained in the Agreement, the Vendor/Promoter agrees and acknowledges that, the Vendee/ Allottee shall have following rights in respect of the Unit/Flat/Apartment agreed to besold:
 - i. Exclusive ownership of the apartment.
 - ii. Undivided proportionate share in common areas. Since the share/interest of Vendee/ Allottee in common areas is undivided and cannot be divided or separated, the Vendee/ Allottee 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 handover the Common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - iii. Right to visit the project site to access the extent of development of the Project and his Unit/Flat/Apartment, as the case may be. However, the Vendor/Promoter discourages such kind of visits by the Vendee/ Allottee and his/her family members due to the risks involved at construction site. If at all the Vendee/Allottee decides to visit the site, he/she shall only do so after prior intimating the Vendor/Promoter or its site engineer and after taking due care and proper safety measures at his own responsibility. The Vendor/Promoter shall in no way, be held responsible for any accident/mishap involving the Vendee/ Allottee and his accompanying persons while visiting the site. Further the Vendor/Promoter strictly prohibits the visit of children at the project construction site.
 - iv. That the computation of the price of the Unit/Flat/Apartment includes recovery of price of land, construction of (not only the Unit/Flat/Apartment but also) the Common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the Common areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit/Flat/Apartment and the project.
 - v. It is made clear by the Promoter and Allottee agrees that the Unit/Flat/Apartment along with garage/covered parking shall be treated as single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of allottee. It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available

only for use and enjoyment of the Allottees of the Project.

- vi. The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit/Flat/Apartment to the Allottee, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the Unit/Flat/Apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority 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.

II. MODE OF PAYMENT:

1. Subject to the terms of the Agreement, the Vendee/ Allottee shall make all payments, within the stipulated time as mentioned in the **Payment Plan** through A/c payee cheque only favouring Tanya Homes A/c- Emerald Chamber, payable at Kanpur, by depositing the same only to the Authorised Person of the Vendor/Promoter at its office. Vendee/ Allottee shall not make any payment either by way of deposit of cash or cheque/demand draft / RTGS/NEFT etc. directly to the bank account of the Vendor/Promoter and in that case the Vendor/Promoter shall not accept / acknowledge any such payment.
2. The Vendor/Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Vendee/Allottee and such third party shall not have any right in the application/allotment of the said Unit/Flat/Apartment applied for herein in any way and the Vendor/Promoter shall be issuing the payment receipts in favour of the Vendee / Allottee only.

III. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

1. The Vendee/ Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Vendor/Promoter with such permission, approvals which would enable the Vendor/Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law.
2. The Vendee/ Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
3. The Vendee/ Allottee hereby declare/s, agree/s and confirm/s that the monies paid/payable by the Vendee/ Allottee towards the

Unit/Flat/Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "Money Laundering Regulations").

4. The Vendor/Promoter accepts no responsibility in regard to matters specified here in above. The Vendee/ Allottee shall keep the Vendor/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Vendee/ Allottee subsequent to the signing of the Agreement, it shall be the sole responsibility of the Vendee/ Allottee to intimate the same in writing to the Vendor/Promoter immediately and comply with necessary formalities, if any, under the applicable laws.

IV. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust /appropriate all payments made by him/her under any heads of dues against lawful outstanding of the Allottee against the Unit/Flat/Apartment, if any, in his/her name and the Allottee undertakes not to object /demand/direct the Promoter to adjust his/her payments in any manner.

V. TIME IS THE ESSENCE:

The Vendor/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 Unit/Flat/Apartment to the Vendee/ Allottee and the Common Areas to the Society / Association of Vendees/ Allottees or the competent authority, as the case may be.

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

VI. CONSTRUCTION / DEVELOPMENT OF APARTMENT /PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit/Flat/Apartment and the Project and accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said plans, and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kanpur Development Authority and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

VII. POSSESSION OF THE UNIT/FLAT/APARTMENT:

1. Schedule for possession of the said Unit/Flat/Apartment: The Vendor/Promoter agrees and understands that timely delivery of possession of the Unit/Flat/Apartment to the Vendee/ Allottee and the Common Areas to the Association/ Society of Vendee/ Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Vendor/Promoter assures to hand over possession of the Unit/Flat/Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on or before Months from the date of the Agreement / Commencement of the Project, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the

regular development of the real estate project or delay for any reason beyond the control of the Vendor/Promoter like non availability of materials/ manpower, strike, lock out, administrative or court order, by operation of law, internal disturbances, riots, excessive rains, inundation etc. or any other act of GOD or due to any law/restriction imposed by any government/statutory authority /court or due to delay in sanction/re-sanction/revised sanction of the layout plan/ building plan/ occupancy or completion certificate by any Government/ Statutory authority etc. ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Vendee/ Allottee agrees that the Vendor/Promoter shall be entitled to the extension of time for delivery of possession of the Unit/Flat/Apartment; provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.

2. The Vendee / Allottee agrees and confirms that, in the event it becomes impossible for the Vendor/Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor/Promoter shall refund to the Vendee/ Allottee the entire amount received by the Vendor/Promoter from the allotment within 120 days from that date. The Vendor/Promoter shall intimate the Vendee/ Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Vendee/ Allottee, the Vendee/ Allottee agrees that he/she shall not have any rights, claims etc. against the Vendor/Promoter and that the Vendor/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. In case this Project is developed in phases, it will be the duty of the Vendor/Promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA/Society/Association once all phases of this Project are completed. The Vendor/Promoter shall not charge more than the normal maintenance charges from the Vendee/Allottees.
3. **Procedure for taking possession** – The Vendor/Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the Unit/Flat/Apartment, to the Vendee/Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/ occupancy certificate (as applicable);
 Provided that, in the absence of Applicable Law the conveyance deed in favor of the Vendee/ Allottee shall be carried out by the Vendor/Promoter within 3 months from the date of issue of completion certificate/ occupancy certificate (as applicable)]. The Vendor/Promoter agrees and undertakes to indemnify the Vendee/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor/Promoter. The Vendee/ Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Vendor/Promoter/ Association or Society of Vendees/ Allottees, as the case may be after the issuance of the completion certificate/ occupancy certificate (as applicable) for the Project. The Vendor/ Promoter shall handover the copy of completion certificate / occupancy certificate (as applicable) of the Project/ Unit/Flat/Apartment, as the case may be, to the Vendee/ Allottee at the time of conveyance of the same.
4. **Failure of Vendee/ Allottee to take Possession:** Upon receiving a written intimation from the Vendor/Promoter as mentioned herein above, the Vendee/Allottee shall take possession of the Unit / Flat/Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Promoter shall give possession of the Unit/Flat/Apartment to the Vendee/Allottee. In case the Vendee/ Allottee fails to take possession within the time prescribed, such Vendee/ Allottee shall continue to be liable to pay to the Promoter holding charges at the rate of Rs. 2/- per month per sq. ft of carpet area for the period beyond 3 months till actual date of possession in addition to the

maintenance charges as specified herein this Agreement.

5. **Possession by the Vendee/ Allottee** – After obtaining the completion certificate/ occupancy certificate (as applicable) and handing over physical possession of the Unit/Flat/Apartment to the Vendees/Allottees, it shall be the responsibility of the Vendor/Promoter to hand over the necessary documents and plans, including Common Areas, to the association / society of Vendees/ Allottees or the competent authority, as the case may be, as per the Applicable Law. [Provided that, in the absence of any Applicable Law, the Vendor/Promoter shall handover the necessary documents and plans, including Common Areas, to the association/society of Vendees/ Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/ occupancy certificate (as applicable)].
6. **CANCELLATION BY VENDEE/ ALLOTTEE** – The Vendee/ Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act. Provided that where the Vendee/ Allottee, proposes to cancel/ withdraw from the Project without any fault of the Vendor/Promoter, the Vendor/Promoter herein entitled to forfeit the booking amount paid for the allotment. The Vendor/Promoter shall refund 50% of the balance amount of money paid by the Vendee/ Allottee within 45 days of such cancellation/ withdrawal, without any interest, and remaining 50% on re- allotment of said Unit/Flat/Apartment or at the end of 1 years from the date of cancellation/withdrawal, whichever is earlier. The Vendor/Promoter shall inform the previous Vendee/ Allottee, the date of re-allotment of said Unit/Flat/Apartment/and also display such information on official website of UP RERA on the date of re-allotment.
7. **Compensation** – The Vendor/Promoter shall compensate the Vendee / Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.
 Except for occurrence of a Force Majeure event, if the Vendor/Promoter fails to complete or is unable to give possession of the Unit/Flat/Apartment (i) in accordance with the terms of this Agreement, duly completed by the date mentioned hereinabove; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Vendor/Promoter shall be liable, on demand to the Vendee/ Allottee, in case the Vendee/ Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit/ Flat/Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;
 Provided that where if the Vendee/ Allottee does not intend to withdraw from the Project, the Vendor/Promoter shall pay the Vendee/ Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Unit/Flat/Apartment, which shall be paid by the Vendor/ Promoter to the Vendee/ Allottee within forty-five days of it becoming due.

VIII. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/PROMOTER:

1. That the Vendor/Promoter is not in any manner prohibited by any Court of law or other Revenue authority from selling or transferring the said property and the Vendor/Promoter has full right to sell and transfer the same.
2. That the Vendor/Promoter has absolute, clear and marketable title with respect to the Project Land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said land of the project.

3. That the Vendor/Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project.
4. That there are no encumbrances upon the said land of the project; (In case there are any encumbrances on the land provided details of such encumbrances including any rights, title, interest and name of the party in or over such land)
5. There are no litigations pending before any court of law or authority with respect to the said land, Project or the Unit/Flat/Apartment except two litigations pending in Kanpur Civil Courts. Few miscreants, having no concern with the project land have filed two false cases [O. S. No. pending before and O. S. No. pending before , Kanpur] in order to disturb the development of the Project for vested interests. The Vendor/Promoters are contesting the said cases. The Promoter/Vendor has not been restrained by any restraint order or injunction order of any court of law from developing/ selling or disposing of the Project and the Vendor/Promoter is developing the Project. However, if on account of any defect in the title of the Vendor/Promoter the Unit/Flat/Apartment hereby agreed to be sold or any part thereof is taken out of the possession of the Vendee / Allottee finally under the final orders of the highest court of law then the Vendor/Promoter shall refund the total sale consideration or part thereof as the case may be to the Vendee/Allottee.
6. That all approvals, licenses and permits issued by the competent authorities with respect to the Project Land and Unit/Flat/Apartment are valid and subsisting and have been following due process of law. Further, the Vendor/Promoter has been and shall, at all times, remain to be in compliance with applicable law in relation to the said project land, Unit/Flat/Apartment and Common Areas.
7. That the Vendor/Promoter has the right to enter into the Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Vendee/ Allottee created herein, may prejudicially be affected.
8. That the Vendor/Promoter has not entered into any agreement for sale/lease and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Unit, including the project and the said Unit which shall, in any manner, affect the rights of the Vendee/ Allottee under this Agreement;
9. That the Vendor/Promoter confirms that the Vendor/Promoter is not restricted in any manner whatsoever from selling the said Unit/Flat/Apartment to the Vendee/ Allottee in the manner contemplated in this Agreement.
10. That possession of the said Unit/Flat/Apartment is not being handed over to the Vendee/Allottee. At the time of execution of the conveyance deed / sale deed the Vendor/Promoter shall hand over lawful, vacant, peaceful, physical possession of the said Unit/Flat/Apartment to the Vendee/ Allottee and the common areas to the association of the Vendee(s)/Residents/Allottees or the competent authority, as the case may be.
11. That the subject Unit/Flat/Apartment 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 scheduled property.
12. That the Vendor/Promoter has duly paid and shall continue to pay and discharge all government 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 their competent authorities till the completion certificate/ occupancy certificate (as applicable) has been issued and possession of apartment, building or said Unit along with the common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Vendees/ Allottees and the association of Vendees/ Allottees or the competent authorities as the case may be.

13. That no notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendor/Promoter in respect of the said Unit/Flat/Apartment and/or the said project.
14. That the Vendor/Promoter shall enable the formation of single Society/ Association of all Vendees/Allottees/Residents of the Project which is required under the provisions of the Act and the Vendee/ Allottee shall become the member of the said Society /Association automatically on execution of their respective Sale Deed.

IX. EVENTS OF DEFAULTS AND CONSEQUENCES:

1. Subject to the Force Majeure clause, the Vendor/Promoter shall be considered under a condition of Default, in the following events:
 - (i) Vendor/Promoter fails to provide ready to move in possession of the Unit/Flat/Apartment to the Vendee/ Allottee within the time period specified herein above or fails to complete the Project within the stipulated time disclose at the time of registration of the project with the Authority. For the purpose of this Para, "ready to move in possession shall mean that the Unit/Flat/Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate or completion certificate, as the case may be, has been issued by the competent Authority.
 - (ii) Discontinuance of the Vendor/Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
2. In case of default by Vendor/Promoter under the conditions listed above a non defaulting Vendee/ Allottee is entitled to the following:
 - i. Stop making further payments to the Vendor/Promoter as demanded by the Vendor/Promoter. If the Vendee/ Allottee stops making payments, the Vendor/Promoter shall correct the situation by completing the constructing milestone and only thereafter the Vendee/ Allottee be required to make the next payment without any interest; or
 - ii. The Vendee/ Allottee shall have the option of terminating the Agreement in which case the Vendor/Promoter shall be liable to refund the entire money paid by the Vendee/Allottee under any head whatsoever towards the purchase of the Unit, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loans of State Bank of India +1% unless provided otherwise under the rules prescribed in the rules within forty-five days of receiving the termination notice:
 Provided that where the Vendee/Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Vendor/Promoter, interest at the rate prescribed in the rules, for every month of delay till the handing over of the possession of the Unit/Flat/Apartment, which shall be paid by the Vendee/ Allottee within forty-five days of it becoming due.
3. The Vendee / Allottee shall be considered under a condition of default, on the occurrence of the following events:
 - i. In case the Vendee/Allottee fails to make payment for 2 (two) consecutive demands made by the Vendor/Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Vendee/Allottee shall be liable to pay interest to the Vendor/Promoter on the unpaid amount at the rate equal to MCLR (marginal cost of lending rate) on the home loan of State Bank of India +1% unless provided otherwise in the Rules. The Vendor/Promoter must not be in default to take this benefit.
 - ii. In case the default by Vendee/ Allottee under the condition listed above continues for a period beyond three (3) consecutive months

after notice from the Vendor/Promoter in this regard, the Vendor/Promoter may cancel the Allotment of Unit in favor of the Vendee/Allottee and refund the money paid to him by the Vendee/Allottee by deducting the booking amount and the interest liabilities and this Agreement thereupon shall stand terminated. The Vendor/Promoter must not be in default to take this benefit. Provided that the Vendor/Promoter shall intimate the Vendee/ Allottee about such termination at least 30 days prior to such termination.

4. Other defaults on the part of the Vendee/Allottee:

- a. After the issuance of Offer Letter for execution of Sale Deed, failure on the part of the Vendee/ Allottee to deposit the stamp duty/ registration charges/ any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the said Offer Letter;
- b. After the issuance of said Offer Letter, the delay/failure on the part of the Vendee/ Allottee, having paid all the amounts due to the Vendor/ Promoter under this Agreement, in execution and registration of sale deed/ conveyance deed of the Unit/Flat/Apartment and/ or taking possession of Unit/Flat/Apartment within the period mentioned in said Offer Letter;
- c. Breach of any other terms & conditions of this Agreement on the part of the Vendee/Allottee;
- d. Violation of any of the Applicable Law on the part of the Vendee/Allottee(s).

In such circumstances the Vendor/Promoter's rights/ remedies are:

- a) The Vendee/ Allottee shall be liable to pay interest on the overdue amounts computed at the Interest Rate prescribed in the Rules for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Vendee/ Allottee to the Vendor/ Promoter and ending on the date of the payment of such overdue amounts by the Vendee/ Allottee to the Vendor/Promoter;
- b) The Vendor/Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Vendee/ Allottee in this regard;
- c) Further till the time Vendor/Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover interest (b) recover maintenance charges with applicable taxes from the date of issuance of Offer Letter; (c) taxes (d); withhold registration of the conveyance deed of the Unit/Flat/Apartment in favour of the Vendee/ Allottee; and to refuse possession of Unit/Flat/Apartment to the Vendee/ Allottee till payment of all due amounts is recovered;
- d) The rights and remedies of the Vendor/Promoter under this Clause shall be in addition to other rights and remedies available to the Vendor/ Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Vendor/Promoter of its right of charging such interest or of the other rights mentioned in this Agreement;
- e) Upon termination of this Agreement by the Vendor/Promoter as mentioned hereinabove, the Vendee/ Allottee shall not have any lien, right, title, interest, or claim in respect of the Unit/Flat/Apartment. The Vendor/ Promoter shall be entitled to sell the Unit/Flat/Apartment to any other person or otherwise deal with the Unit/Flat/Apartment in any manner whatsoever and the Vendor/Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Vendee/ Allottee without any interest:
 - (i) The Booking Amount;
 - (ii) All taxes, duties, cess, etc. deposited by the Vendor/Promoter to the concerned department/authority in respect of the Unit/Flat/Apartment;
 - (iii) The interest paid/payable by the Allottee(s) to the Promoter, any actual loss, brokerage if applicable;

Without prejudice to the rights of the Vendor/Promoter under this Agreement, the Vendor/Promoter shall be entitled to file/initiate appropriate compliant/proceedings against the Vendee/ Allottee(s) under the Act for default/

breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

X. CONVEYANCE OF THE UNIT/FLAT/APARTMENT:

Vendor/Promoter, on receipt of total price of the Unit/Flat/Apartment in terms of this Agreement from the Vendee/ Allottee shall execute a sale deed/ conveyance deed and convey the title of the Unit/Flat/Apartmentsold together with proportionate indivisible share in Common areas within 3 months of the date of issuance of the completion certificate or the occupancy certificate as the case may be to the Vendee/ Allottee, provided that, in the absence of applicable law, the sale deed/ conveyance deed in favor of the Vendee/ Allottee shall be carried out by the Vendor/Promoter within three months from the date of issue of completion certificate/occupancy certificate (as applicable). However, in case the Vendee/ Allottee fails to deposit the stamp duty and /or registration charges/ other applicable charges within the period mentioned in the notice, the Vendee/ Allottee authorizes the Vendor/ Promoter to withhold the execution/ registration of the sale deed/ conveyance deed in his/her favor till payment of stamp duty and registration charges to the Vendor/Promoter is made by the Vendee/ Allottee.

XI. MAINTENANCE OF THE SAIDBUILDING/APARTMENT/PROJECT:

1. That the Vendor/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/Society of the Vendees/ Allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance for 1 (one) year has been included in the total price of the Unit. However, if the Association / Society of the Vendees/Allottees is not formed within 1 (one) year of the issuance of completion / occupancy certificate, the Vendor/Promotershallbeentitledto collect from the Vendee/ Allottee amount equal to the amount of maintenance disclosed herein this Agreement + 10% in lieu of Price escalation for the purpose of maintenance for next 1 (one) year and so on. The Vendor/Promoter shall pay balance amount available with him against the maintenance charges to the Association/Society of Vendees/Allottees once it is formed.
2. That the Vendee/ Allottee along with the other vendees / residents allottees of the units/flats/apartments in the project shall be under obligation to join Society/ Association of vendees/ residents/ allottees with respect to the Project.
3. That for the purpose of proper management of the “**Emerald Chamber**” Complex, one Society shall be constituted as duly registered under the Societies Registration Act, 1908. The Vendee shall automatically become member of the Society on such terms and conditions as may be prescribed and shall be bound to follow and comply all bye- laws, rules and regulations of the Society and also to obey all decisions of the Society which may be made from time to time. The Vendor/Promoter or its nominee shall be the permanent chairman of the Society.
4. That the maintenance of the “**Emerald Chamber**” Complex including all common areas & facilities, open spaces, lawns, security etc. will be done by a professional Maintenance Agency to be engaged by the Vendor/Promoter or Society on its sole discretion. The Vendee /Allottee and all subsequent buyers shall pay proportionate cost and expenses in respect thereof on prorata basis as may be decided by the Vendor/ Promoter/ Society and demanded from time to time, if required. This will be in addition to the Interest Free Maintenance Security to be deposited by the Vendee/Allottee. Further the Vendee/Allottee agrees that the Vendor/ Promoter/Society shall, as and when required, enter into a Maintenance Agreement with the Maintenance Agency as may be appointed by the Vendor/ Promoter/ Society from time to time for the upkeepandmaintenanceofthesaidComplexincludingallcommonareas/facilities.
5. That in order to maintain security in the said Complex, the Vendor/ Promoter/ Society/ Maintenance Agency shall be free to restrict the entry of any one into

the Complex whom it considers undesirable at the outer gate itself. In case of insistence, the security staff will be at liberty to call upon the Vendee/Allottee/lawful tenant/occupant to come to the gate and personally escort the person(s) from the gate to his Unit/Flat/Apartment and assume the responsibility of escorting them out as well. The security services will be without any liability of any kind upon the Vendor/Promoter/Society. Security costs will be the part of the maintenance charges.

6. That the Vendee/Allottee shall be responsible and liable to abide by the directions / instructions / rules given / prescribed by the Vendor / Promoter / Society / Maintenance Agency for the maintenance of the premises / Project including all its common areas, open areas, lawns, facilities, services, properties etc. and it shall also be the duty of Vendee/Allottee to ensure that his/her family members / employees/ relatives/ guests/ associates/visitor setc. visiting the Emerald Chamber premises/complex also follow and abide by directions / instructions / rules given / prescribed by the Vendor / Society / Maintenance Agency and they do not misbehave, misuse or make any damage / loss etc. to the common areas, common facilities, common services, common properties, whether movable or Immovable, or the properties belonging to other unit owner/ occupants / residents in the / complex else the Vendee/Allottee shall be liable to repair / compensate and make good all such losses / damages / misuse at his own cost, expenses and charges.
7. That the Vendee/ Allottee waives his right to raise any objection with respect to any changes / modifications that may be done in the draft bye – laws and / or the rules and regulations of the Society as may be required by the Registrar of Societies or other competent Authority or the Vendor/Promoter in accordance with the requirements at the time.

XII. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligation of the Vendor/Promoter as per the Agreement for sale/lease relating to such development is brought to the notice of the Vendor/Promoter within a period of 5 (five) years by the Vendee/ Allottee from the date of handing over possession or the date of obligation of the promoter to give possession to the Vendee/ Allottee, whichever is earlier , it shall be the duty of the Vendor/ Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor/Promoter's failure to rectify such defects within such time, the aggrieved Vendee/Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

XIII. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Maintenance Agency/Association of Allottees/Society shall have rights of unrestricted access of all Common Areas, Open Spaces, Parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter/ Vendor/ Association /Society and /or Maintenance Agency to enter into the Unit/Flat/Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

XIV. USAGE:

Use of Basement and Service Areas: The basement(s), service areas, if any, as located within the Emerald Chamber Project/Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use such services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the

same shall be reserved for use by the Maintenance Agency/ Promoter/Vendor/Association /Society of Allottee formed by the Allottees for rendering maintenance service.

XV. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/FLAT/APARTMENT/PROJECT:

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

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

The Parties are entering into this Agreement for the allotment of an Unit/Flat/Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project / Complex.

XVII. ADDITIONAL CONSTRUCTIONS/CHANGES IN THE PROJECT/COMPLEX:

1. The Promoter undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project after the layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for as provided in the Act.
2. In compliance of the applicable provisions of the Act, the Vendor/Promoter reserves the right to effect and/or carry out such variations, additions, alterations, deletions and modifications in the map/building plan/ floor plan/ structural design/ specifications etc. of its project, as the Company may, at its sole option and discretion, consider necessary or as directed/ permitted by any competent authority and/or the architect of the Company at any time even after the map/building plan/floor plan/structural design for its project/complex/buildings are sanctioned/revised sanctioned/re-sanctioned. Such changes shall include but shall not be limited to change in map/ building plan/ floor plan/structural design/ specification of the complex/towers/ buildings including apartment plans, location, preferential location, increase or decrease in number of apartments, floors, blocks or area of the apartment/ buildings etc. Further, the Company shall be entitled to construct on its project/building/towers the additional floors/ additional

spaces/ additional blocks/ apartments/ buildings and to avail full FAR/ additional FAR as may be sanctioned/revised sanctioned/re-sanctioned and permitted by the competent authority and/or architect of the said project from time to time and the same shall be entitled to share all common areas and facilities to which the Allottee(s) hereby consents and shall raise no objection. It is further agreed that the Allottee(s) either before or even after purchase of the Unit/Flat/Apartment and execution of Sale Deed shall not be entitled to raise any objection regarding such additional construction/modification etc.

3. That the Vendee/Allottee agrees and understands the rights, title, interests, claims or concerns etc. of the Vendee/Allottee shall be strictly limited to the Unit/Flat/Apartment agreed to be sold to the Vendee/Allottee by the Vendor/Promoter and to the amenities / facilities provided by the Vendor/Promoter and, except the Unit/Flat/Apartment hereby agreed to be sold, all other areas, facilities and amenities are specifically excluded from the scope of this Agreement and exclusively and absolutely belong to the Vendor/Promoter and the Vendee/Allottee shall have no right, title, interest, claim or concern of any kind whatsoever in respect of other parts/areas of Emerald Chamber complex/project of the Vendor/Promoter. The Vendee/ Allottee agrees and acknowledges that the ownership of such areas, facilities and amenities shall vest exclusively and absolutely with the Vendor/Promoter and their usage and manner/method of use shall be at sole discretion of the Vendor/Promoter. The Vendor/ Promoter shall have sole right and absolute authority to deal with such areas, amenities and facilities in any manner in any manner or mode which the Vendor/Promoter may deem fit and expedient.

XVIII. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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

The Vendor/ Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the U.P. Apartment (Promotion, Construction, Ownership and Maintenance) Act 2010 as amended from time to time. The Vendor/Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh.

XX. BINDING EFFECT:

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

XXI. ENTIRE AGREEMENT

This Agreement along with its Schedules, constitutes the entire Agreement between the Parties with respect to the subject matter thereof 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 Unit/Flat/Apartment, as the case may be.

XXII. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.**XXIII. PROVISIONS OF THIS AGREEMENT APPLICABLE ON VENDEE/ ALLOTTEE/ SUBSEQUENT VENDEE/ALLOTTEES:**

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

XXIV. WAIVER NOT A LIMITATION TO ENFORCE:

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

XXV. SEVERABILITY:

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

XXVI. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHENEVER REFERRED TO IN THE AGREEMENT.

Whenever in this Agreement it is stipulated that the Vendee/ Allottee has to make any payment in common with other Vendees/ Allottee(s) in project, the same shall be the proportion which the carpet area/Built up Area of the Unit/Flat/Apartment bears to the total carpet area/ Built up area of all the Units/ Flats/ Apartments in the Complex/Project .

XXVII. FURTHER ASSURANCES

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

transferred hereunder or pursuant such transaction.

XXVIII. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon the execution by the Vendor/Promoter through its authorized signatory at the Vendor/ Promoter's office, or at some other place, which may be mutually agreed between the Vendor/Promoter and the Vendee/ Allottee, in Kanpur after the Agreement is duly executed by the Vendee/ Allottee and the Vendor/ Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the sub-registrar, Zone-2, Kanpur. Hence this Agreement shall be deemed to have been executed at Kanpur, Uttar Pradesh.

XXIX. NOTICES

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

Name of Vendee/Allottee

(Vendee/
AllotteeAddress) M/s

Vendor/Promoter's name

(Vendor/PromoterAddress)

It shall be the duty of the Vendee/ Allottee and the Vendor/Promoter to inform each other of any change in address subsequent to the execution of this agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor/Promoter or the Vendee/ Allottee as the case may be.

XXX. JOINT VENDEES/ALLOTTEES.

That in case there are joint Vendees/ Allottees, all communications shall be sent by the Vendor/Promoter to the Vendee/ Allottee whose name appears first and all _____ the _____ address given by himself which shall for all intents and purposes be considered as properly served on all the Vendees/ Allottees.

XXXI. SAVINGS:

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

XXXII. GOVERNING LAW:

That the rights and obligation of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulation made thereunder including other Applicable Laws of India for the time being in force

XXXIII. DISPUTE RESOLUTION:

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

XXXIV. JURISDICTION: That the courts at Kanpur and Hon'ble High Court of Judicature at Allahabad alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.

XXIV. COVENANTS BY VENDEE/ALLOTTEE:

1. That the Vendee/ Allottee undertake/s that the said Unit/Flat/Apartment shall always be used for a single residential premises only. The Vendee/ Allottee shall not carry out any commercial/professional activities nor will use the same for any other purposes which may or is likely to cause nuisance or annoyance to other occupiers or for any illegal or immoral purposes or to do or to suffer anything to be done in or about the said property or in any manner interfere with the use of space, passage or amenities available for common use. Any change in the specified use, will be treated as a breach of the condition entitling the Vendor/Promoter and/or /Society/ Association /Maintenance Agency to initiate and seek appropriate remedy against the Vendee/ Allottee for such violation.
2. That the Vendee/ Allottee shall not make any cuttings nor will dig or damage the common ways/ areas without written permission of the Vendor/Promoter and/or Society/ Association/Maintenance Agency. The Vendor/Promoter and/or Society/ Association/ Maintenance Agency may permit such cuttings, if necessary, on the condition to deposit the cost for restoring the common ways/ areas to its original condition by the Vendor/Promoter and/or the Society/ Association /Maintenance Agency.
3. That the Vendee/ Allottee hereby covenants with the Vendor/Promoter that he/she shall comply with and carry out from time to time, all such requirements, requisitions, demands and repairs as per the rules and regulations or directives of Kanpur Development Authority / Kanpur Nagar Nigam / Kanpur Jal Sansthan / Government or any other competent authority in respect of the said Unit/Flat/Apartment or the building/complex constructed thereon at his/her/their/its cost and the Vendee/ Allottee shall keep the Vendor/Promoter indemnified/secured and harmless against all costs and consequences and all damages arising on account of non-compliance with the said requirement, requisitions, demands etc.
4. That the Vendee/ Allottee hereby undertakes that the Vendor/Promoter has made provision for the gate/entrance to the Emerald Chamber Complex, the Vendee/ Allottee shall have access to their respective Units/Flats/Apartments through designated gates only and they will not be entitled to break or make any other openings in the Complex/Project area or fix any other gate or to make any provision for going outside the Complex/ Project area. .
5. That the Vendee/Allottee shall not be entitled to keep anything on the common ways/ areas in the Complex/Project and shall not put any ramp, fence, obstacles, and blockage to the common ways or common areas. The Vendee/Allottee or any occupier/resident will park his car/ bike/ two wheeler and all other vehicles at designated parking areas only and shall not create any hindrance / obstruction to the peaceful enjoyment of the common ways, common area / facilities by the other owners/ occupiers/ residents in the said Complex/ Project.
6. That the Vendee/ Allottee hereby agree/s to pay the following other charges on demand to the Vendor/Promoter:
 - i. The Electricity Load for the Project will be obtained from concerned Electricity Authority by the Company/Promoter. All charges/ costs paid to various departments by the Company/Promoter for obtaining, electricity/water/ sewage installations and connectivity and charges / costs paid by the Company/Promoter for installation of Transformers and distribution system for electricity supply and connectivity to the flat/apartment till completion/occupancy certificate have been included in the Price/Sale Consideration of the flat/apartment against which the Company/Promoter shall provide maximum Kilowatt of electricity connection as determined by Company/Promoter to the Allottee. However, for any additional load / increase in load of power connection, the Allottee shall be liable to pay

such additional costs / charges including security deposit etc. to the KESCO/Authorities and Company/Promoter as the case may be. The Allottee has also agreed to deposit further such amounts in future for increase in the electricity load as may be required from time to time by KESCO / Company/Promoter.

- ii. The Allottee shall take electricity connection for his / her respective flat/apartment from the appropriate authority and shall deposit connection charges including security deposit as applicable from time to time. The connection to his/her flat/apartment shall be given from the common supplyline of Emerald Chamber at his/her own costs and expenses. Individual Electricity Connection charges including deposit and Meter charges, connection from the feeder pillar to the house meter, individual Water Connection charges from the Main supply line, individual Sewerage Connection charges from the said Flat/Apartment to the Main Sewerage line of the Project and Storm Water Connection charges from the said flat/apartment to the Main line of the Project and Malba charges etc. shall be borne by the Allottee and be paid to the applicable authorities / Company / Promoter as the case may be.
 - iii. That the Company may provide prepaid dual metering of electricity i. e. KESCO or any other supplier and Generator for which extra charges as incurred will be charged by the Company.
7. **CLUB FACILITY:** The Company proposes to construct and establish one Club in the "Emerald Chamber" Complex. The Allottee(s)/Vendee(s) alongwith all other persons duly nominated by the Promoters/ Company shall compulsorily become the member of the Club on execution of the Sale Deed. The Allottee(s)/Vendee(s)) shall be entitled to use the Club facilities existing in the Project on execution of the Sale Deed and shall pay such one-time fee as may be determined by the Promoters/Company at the time of execution of the Sale Deed. Thereafter, the Allottee(s)/Vendee(s) shall be liable to pay maintenance charges for such Club facilities as may be determined. The Allottee(s)/Vendee(s) shall abide by the Bye-laws/Rules/Regulations of the Club which may be prescribed by the Company/Promoters/Flat Owners' Association in this regard and shall duly and regularly pay all maintenance charges. The Company/Promoters shall be entitled to give Club Memberships to their families/ relatives/ associates, maximum upto Ten such families, who shall be entitled to use the Club Facilities as described hereinabove like other Club Members, without paying any club membership fees, upon payment of usage charges only presently fixed at the rate of Rs. 1500/- per such family per month subject to annual increment of maximum five percent. It is clearly understood and agreed that execution of the sale deed by the Allottee(s)/Vendee(s) with respect to the flat shall amount to a non-objection to such admission of Promoters, their families / relatives / associates to the use of aforesaid Club facilities.
 8. That it is clearly agreed by the Vendee/Allottee that the Vendee/Allottee shall not put his personal DG Sets.
 9. That the Vendee/Allottee shall not make any kind of pollution whether noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said Project/ Complex; save and except at areas/places specifically earmarked for these purposes in the said Project/Complex.
 10. That the Vendee/ Allottee shall regularly review and visit the website of the Regulatory Authority to get regular updates on the status of development of the Project and the Vendor/Promoter shall not be required to separately provide any updates to the Vendee/ Allottee(s) in this regard.
 11. That no private functions shall be allowed to be held in the common areas and open spaces etc. However, all common meetings, functions of the Promoter/Vendor Society can be held in the Common Area / Community Hall.
 12. That all stamp duty and registration Charges and other incidental expenses have been borne and paid by the Vendee/Allottee. The deficiency in the stamp duty, if any, shall be borne by the Vendee / Allottee exclusively and the Vendor/Promoter shall not

be liable or responsible in respect thereof.

13. LOAN FACILITY:

- (ii) In case the Vendee/ Allottee wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Unit/Flat/Apartment applied for, the Vendor/Promoter shall facilitate the process subject to the following:
 - a. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Vendee/ Allottee(s) only.
 - b. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Vendee/ Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Vendor/Promoter, as per the payment schedule, shall be ensured by the Vendee/ Allottee, failing which, the delay payment clauses shall be applicable.
 - c. In case of default in repayment of dues of the financial institution/ agency by the Vendee/Allottee, the Vendee/ Allottee authorize the Vendor/ Promoter to cancel the allotment of the said Unit/Flat/Apartment and repay the amount received till the date after deduction of booking amount, Interest on delayed payments, other charges and taxes directly to the financing institution/agency on receipt of such request from financing agency without any reference to the Vendee/Allottee.
- (iii) That the Vendor / Promoter, by itself or through its nominee(s)/ associates, is authorized to raise finance for development/construction of the Project or for any other purposes from banks or financial institutions by mortgaging or hypothecating remaining land owned by the Vendor / Promoter and/or any flats /units /apartments/ building/project etc. and the Vendee/Allottee shall have no objection in this regard. However, the Unit/Flat/Apartment hereby sold to the Vendee/Allottee shall be free from all encumbrances/charges/lien/ hypothecation etc. at the time of Sale Deed.

14. ASSIGNMENT:

The Vendee/ Allottee shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Vendor/Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. The nominee(s) shall be bound by the terms and conditions of this Agreement. The Vendee/ Allottee assures that the Vendor/Promoter shall not be liable on any account, whatsoever, in respect of any transaction between the Vendee/Allottee and his / her nominee(s). It is distinctly understood by the Vendee/ Allottee that upon such transfer, the Vendee/ Allottee shall no more be entitled to any privileges and facilities, if any, available in the said Unit/Flat/Apartment arising from the allotment of the said Unit/Flat/Apartment. The terms and conditions of this Agreement, shall be binding upon the nominee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

In case the Vendee/ Allottee wants to transfer the rights under the Agreement for Sale after obtaining prior written consent of the Vendor/ Promoter to his/her spouse/ children/ parents and HUF, the Vendor/ Promoter shall not charge any Transfer Fee for such transfer. However, in case of transfers to others, the existing Vendee/ Allottee of the Unit/Flat/Apartment shall be liable to pay administrative charges and other office expenses related to transfer @ Rs. (Rupees only) per SqFoot (plus GST and other applicable taxes) of the Unit/Flat/Apartment to the Vendor/Promoter for each subsequent transfer. Also, in case of all subsequent sales of the said Unit/Flat/Apartment, after execution and registration of Sale Deed, to subsequent buyers, the existing Vendee/ Allottee of the Unit/Flat/Apartment shall be liable to pay to Society/Association administrative charges and other office expenses related to transfer at the rate of Rs.....(Rupees only) per SqFoot or at such rates

as may be decided from time to time by Society/Association, as the case

may be, (plus GST and other applicable taxes) for each such subsequent sale/transfer. The terms and conditions of this Agreement, shall be binding upon the transferee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

15. The Vendee/ Allottee and the persons to whom the Unit/Flat/Apartment is sold, transferred, assigned or given possession shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Vendor/Promoter and / or its nominee may ask it to do from time to time which are required under the Act. Such transfer shall be done only after receipt of No Objection Certificate from the Vendor/ Promoter/ Association /Society as the case may be. In case any government taxes, cess, levy, duty is payable in this respect, the Vendee/ Allottee shall be solely liable to pay such government taxes, cess, levy, duty etc.

SCHEDULE – A

Description of Emerald Chamber Project Landsituated At 4/285-A, Vishnupuri, Kanpur:

Land Areas admeasuring 3367.03 sq meters presently bounded as below:

East: House No. 4/287, Sai Samridhi Apartment and Chandralok Apartment

West: Other Part of premises No. 4/285-A – Buglow of P C Prasad and BIC Bunglow

North: 80 feet wide road (Old 60 feet wide road)

South: BIC Bunglow and Chandralok Apartment

SCHEDULE – B

DESCRIPTION OF THE UNIT/FLAT/APARTMENT HEREBY AGREED TO BE SOLD

Unit/Flat/Apartment No , in Floor in Tower No. ,
“Emerald Chamber”, situated at 4/285-A, Vishnupuri, Kanpur, Uttar Pradesh, more particularly described and shown in the accompanying map to this Agreement in Red Colour, having carpet area Sq meters (..... sq ft) and Built up Area sq meters (..... Sq ft), bounded as

East -

West –

North -

South–

SCHEDULE – C
PAYMENT PLAN

SL	INSTALLMENTS DUE ON	% AGE PAYABLE
1		
2		
3		
4		
5		
6		
7		
8		

NOTE:

1. All payments shall be made through A/c Payee Cheque only favouring "Tanya Homes A/c Emerald Chamber" payable at Kanpur, by depositing the same to the Authorized Person only of the Vendor/Promoter at its office.
2. Vendee/ Allottee shall not make any payment either by way of deposit of cash or cheque/demand draft/RTGS/NEFT etc. directly to the bank account of the Vendor/ Promoter and in that case the Vendor/Promoter shall not accept / acknowledge any such payment.
3. Interest Free Maintenance Security Deposit @ Rs (Rs. only) per square foot of the carpet area of Unit/Flat/Apartment agreed to be sold shall be payable through A/c Payee Cheque/DD favouring "Tanya Homes A/c Emerald Chamber- IFMS".
4. All applicable future taxes, imposed by the Government from time to time shall be borne by the Vendee/Allottee additionally.

DETAILS OF THE AMOUNT RECEIVED TILL THE DATE OF THIS AGREEMENT

S. No.	Cheque/ DD No.	Date	Amount (Rs.)	Name of the Bank
1				
2				
Total Received				

IN WITNESS WHEREOF the parties have subscribed their signatures in the presence of the witnesses and the witnesses too have affixed their signatures in the presence of the parties to this Agreement to sale on the day, month and year first aforementioned.

WITNESS:

1.

VENDOR/PROMOTER

For Tanya Homes Private Limited
Authorized Signatory

Name:
Father's
Name:
Address:
Mob.No:
DOB:
Aadhar No.:

2.

VENDEE/ALLOTTEE

.....

Name:
Father's Name:
Address:
Mob. No.:
DOB:
Aadhar No.: