

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this (_____ Date) _____ day of (_____ Month), 20 _____

By and Between

[If the promoter is a company]

M/S. Pardos Developers Private Limited (CIN no. **U45202DL2018PTC339197**), a company duly incorporated under the provisions of the Companies Act, 2013, having its registered office at -----
----- PAN -----, represented by its authorized signatory -----
----- (Aadhar No. -----) authorized *vide* board resolution dated -----
hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership Firm]

_____ a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____,

(PAN _____) represented by its authorized partner _____, (Aadhar No. _____) authorized *vide* _____ hereinafter referred to as the "**Allottee**" (which expression shall unless

repugnant to the context or meaning thereof be deemed to mean and 'include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr. _____ / Ms. _____, (Aadhar No. _____) son / daughter of _____, aged about _____ residing at _____ PAN _____) hereinafter called the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ **HUF**, having its place of business / residence at _____ (PAN _____), hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said **HUF**, and their respective heirs, executors, administrators and permitted assigns).

[Please insert details of other Allottee(s), in case of more than one Allottee]

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

DEFINITIONS:

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

- a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)
- b) "Authority" means Uttar Pradesh Real Estate Regulatory Authority

- c) "Government" means the Government of Uttar Pradesh.
- d) "Rules" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- e) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- f) "Section" means a section of the Act.
- g) "Common Areas" means the following:
 - i. Area under right of way of roads including services corridor.
 - ii. Parks & Greens as per the approved layout.
 - iii. Area under any common utility or services.

WHEREAS:

- A. Under the aegis of the Hi-Tech Township Policy promulgated by the Government of Uttar Pradesh, M/s Ansal Properties and Infrastructure Limited ("**APIL**") was selected for setting up a High-Tech Township on Sultanpur Road, Lucknow. APIL has developed/is developing the said Hi-Tech Township on Sultanpur Road, Lucknow under the name of Sushant Golf City, Lucknow (hereinafter referred to as "**the Ansal Township**") for which the layout is approved by the Lucknow Development Authority ("**LDA**"). The Promoter purchased from APIL land admeasuring [●] square meters forming part of Plot No.GH 2 in Sector I of the said Township, vide Sale Deed dated _____ duly registered at S. No. ____ in Book No. __, Volume No. ____ at pages _____ in the office of Sub-Registrar, Sarojini Nagar Lucknow and Sale Deed dated _____ duly registered at S. No. _____ in Book No. __, Volume No. ____ at pages _____ in the office of Sub-Registrar, Sarojini Nagar Lucknow (hereinafter referred to as "**Said Land**")
- B. The Said Land is earmarked for the purpose of plotted development of a residential project, comprising ____ plots and common facilities and the said project shall be known as ' _____ ' ("**Project**");
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed or are in the process of getting completed;
- D. The Lucknow Development Authority ("**LDA**") has sanctioned the map to develop the Project vide approval dated _____ bearing registration No. _____.
- E. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project from LDA. The Promoter agrees and undertakes that it shall not

- make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. 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 _____.
- G. The Allottee had applied for a plot in the Project vide application No. _____ dated _____ and has been allotted plot No. _____ having area of _____ square meters, as permissible under the applicable law and right to use the common area as defined above (hereinafter referred to as the "**Plot**" more particularly described in Schedule A);
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. This Agreement shall be in addition to and not in derogation of the Allotment Letter dated _____ previously signed between the parties, words/terms not defined herein shall have same meaning as defined/referred to in the Allotment Letter.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot as specified in Para G.

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

1. TERMS:

- 1.1.1** Subject to the terms and conditions as detailed in this Agreement and the Allotment Letter, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Plot as specified in Para G.
- 1.1.2** Both the parties confirm that they have read and understood the provisions of section-14 of the Act

1.2 The Total Price for the Plot is as following:

Plot No. _____ Type/Area _____
Rate of Plot Rs. _____ per square meter
Applicable Taxes _____
Maintenance charges _____
Total price (in rupees) _____

Explanation:

- i. The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the [Plot];
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter in connection with the development of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the plot to the Allottee and the Project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate.
Provided that in case there is any addition / 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 effective 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 [Plot] includes recovery of price of land, development of the project area including the Common Areas, development charges if payable to any statutory authority as per the regulations and/or any Government notification, taxes at current rate, cost of providing

electric line and water line upto the Plot and specifications as agreed to be provided within the Project.

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

Provided that if there is any new imposition or increase of any development fee effective 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.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule B** ("**Payment Plan**").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by discounting such early payments @NIL% 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 revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned layout plans and amenities described herein at **Schedule C** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is affected) in respect of the plot, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:

1.7 [Clause pertaining to apartments is deleted from prescribed draft].

1.8 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below

- i. The Allottee shall have exclusive ownership of the Plot;
- ii. The Allottee shall also have a right to use the common area of the project as laid down in the approved layout. The promoter shall hand over the common areas to the

association of allottees after obtaining the completion certificate from the competent authority and formulation of association of allottees by the allottees of the project.

- iii. That the computation of the price of the Plot includes recovery of price of land, development cost and development charges if payable to any statutory authorities as per any Government notification, taxes at current rate, cost of providing electric line and water line upto the Plot, maintenance charges (as per para 11), and facilities as agreed to be provided within the Project;
- iv. The Allottee has the right to visit the Project site to assess the extent of development of the Project. However, such visits may be regulated by Promoter in the interest of general security of the allottee as may required in under construction site.

1.9 It is made clear by the Promoter and the Allottee agrees that the Project is an independent, self-contained project covering the said Land and is not a part of any other project except the Ansal Township as described earlier for the purpose of integration of infrastructure for the benefit of the Allottees. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project as per rules & regulations of the Ansal Township.

1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the plot to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, 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 outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the plot to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Plot at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan [Schedule B] as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement as well as the Allotment and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the demand letter/ Payment Plan [Schedule B] through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of "**Pardos Developers Pvt. Ltd**" payable at Lucknow.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she 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 Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of any Allottee and such third party shall not have

any right in the application/allotment of the said plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

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.

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

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Plot and accepted the 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 layout 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 not 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.

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 with all services functional, is the essence of the Agreement. The Promoter assures to hand over possession of the Plot along with ready and complete civil, amenities and facilities of the Project in place by

_____, 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 ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions and/ or circumstances beyond the control of Promoter, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot:

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, or circumstances beyond the control of Promoter, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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

Provided that, in absence of Applicable Laws, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable). The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.

The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be. The Promoter shall, if required, hand over the copy of completion certificate/ occupancy certificate (as applicable) of the Project, to the Allottee at the time of conveyance of the same.

- 7.3 **Failure of Allottee to take Possession of Plot** - Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Plot from the

Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed by the Promoter, and the Promoter shall give possession of the Plot to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall be liable to pay to the promoter holding charges at the rate of Rs. 10/- per month per sq. meter of plot area (in case of plot) for the period beyond the time specified in para 7.2 till actual date of possession in addition to maintenance charges.

- 7.4 **Possession by the Allottee** - After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Plot to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, as per the applicable law:

The common area will be handed over to association of allottees as and when it is legally formed and duly registered with the competent authority and till that time the allottees will have to pay the maintenance charges to the developer or his nominee.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid (i.e., 10% of total cost) for the allotment. The promoter shall return 50% (fifty percent) of the balance amount of money paid by the Allottee, without interest, within 45 (forty-five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount, without interest on re-allotment of the Plot or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier. The promoter shall inform the previous allottee the date of re-allotment of the said Plot and also display this information on the official website of UP RERA on the date of re-allotment.

- 7.6 **Compensation** — The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, and reasonable circumstances beyond the control of Promoter, 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 date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest at the rate prescribed in the Rules in the manner as provided under the Act within forty-five days of it becoming due:

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

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii. Except as disclosed, there are no encumbrances upon the said Land or the Project;
- iv. There are no litigations as per the knowledge of Promoter, pending before any Court of law or Authority with respect to the said Land, Project or the Plot wherein an order is passed by court or any authority which adversely affects the interests of Allottee.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, said Land, and Plot and Common Areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The 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 Land, including the Project and the said Plot which shall, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee.
 - x. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
 - xi. 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 collected from the Allottee/ Allottees, payable with respect to the said Project to the Competent Authorities till the completion certificate/ occupancy certificate (as applicable) has been issued and possession of Plot, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;
 - xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land and/ or the Project) has been received by or served upon the Promoter in respect of the said Land and/or the Project which adversely affect the rights of Allottee.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1** Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- i. Promoter fails to provide ready to move in possession of the Plot to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed 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 Plot 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 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 there under.

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

- I. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- II. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the plot, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules within forty-five days of receiving the termination notice:

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

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

- I. In case the Allottee fails to make payments of 2(two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The interest shall be payable from the date the payment was due. The Promoter must not be in default to take this benefit.
- II. In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Allottee

and refund the money paid to him by the Allottee by deducting the booking amount, brokerage if any paid for the booking, and the interest liabilities and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit.

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

10. CONVEYANCE OF THE SAID PLOT:

The Promoter, on receipt of Total Price of the Plot as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Plot together with proportionate right to use the Common Areas of the project within 3 months from the date of issuance of the completion certificate, to the Allottee as per applicable local law:

Provided that, in the absence of Applicable Law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable).

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the of the Project by the association of Allottees or till one year from the issuance of the completion certificate of the Project, whichever is earlier. The cost of such maintenance for 1 (one) year from the date of completion certificate has been included in the Total Price of the [Plot]

12. NOT USED

13. RIGHT TO ENTER FOR REPAIRS:

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

14. USAGE:

Use of Service Areas: The service areas, if any, as located within the 'Pardos Okas Enclave' (Project name), shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever.

15. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

- 15.1 Subject to Para 11 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 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 within and on the exterior of the Project, buildings therein coming up on the sold plots or Common Areas. Further the Allottee shall not store any hazardous or combustible goods in the Plot.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. CONSTRUCTIONS:

The buyer will raise a building on his own plot strictly as per the building bye laws of LDA and after getting the building plans approved from the competent authority.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and appears for registration of the same before the concerned Sub-Registrar, Sarojini Nagar, Lucknow as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default.

20. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements except allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said plot, as the case may be. This Agreement shall supplement to the allotment letter dated _____. However, if any conflict arises between the two, this agreement shall supersede.

21. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Plot and the Project shall equally be applicable to and enforceable against and by any subsequent

Allottees of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE:

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

23.2 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.

24. SEVERABILITY:

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

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

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

26. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the

provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred here under or pursuant to any such transaction.

27. PLACE OF EXECUTION:

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

28. NOTICES:

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

_____ Name of Allottee
_____ (Allottee Address)

Pardos Developers Pvt. Ltd
V.O. No. 06, 505, Chiranjiv Tower,
43, Nehru Place, New Delhi,
Delhi- 110019.

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

29. JOINT ALLOTTEES:

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

30. SAVINGS:

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

31. GOVERNING LAW:

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

32. 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.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

Signature _____

Name _____

Address _____

Please affix photograph and
sigh sign across the
photograph

Signature _____

Name _____

Address _____

Please affix photograph and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITNESS

Promoter:

(1) Signature (Authorized Signatory)

Name _____

Address _____

Please affix photograph and
sign across the
photograph

At _____ on _____ in the presence of:

WITNESSE

