

AGREEMENT FOR SALE

This AGREEMENT FOR SALE (hereinafter referred to as “**Agreement**”), is executed at Kanpur on this..... day of, 20.....

BY AND BETWEEN

J. K. Cotton Limited (CIN - U17111UP1924PLC000275) (formerly known as Juggilal Kamlapat Cotton Spinning and Weaving Mills Co. Limited), a company incorporated under the provisions of the Companies Act, 1913, having its registered office at Kamla Tower, Kanpur Nagar (PAN: AAACJ3417B), represented by its authorized signatory, Shri, 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 successors-in-interest and permitted assigns)

AND

**M/s.....
....., CIN -) 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**” 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]

** M/s.....
..... (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 “**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]

**Mr./Ms....., 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]

****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 "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 legal heirs, representatives, executors, administrators and permitted assigns).

*(** Delete if not applicable)*

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

A. DEFINITIONS:

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

- a. **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and or any statutory amendment or modifications thereto.
- 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 as applicable to the Project from time to time.
- 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)/township as the case maybe.

- e. **“Association of Allottees** shall mean a society, association, body, or any other permissible legal entity by whatever name called, of allottees or 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 of the Project(s)/ Township.
- f. **“Common Areas and Facilities”** shall mean such common areas and facilities in the Project meant for common use of all the occupants of the Project and common areas and facilities of the Township except the areas covered under the specific project, for the limited use of the allottees or unit holders of all projects of the Township.
- g. **“Government”** means the Government of State of Uttar Pradesh;
- h. **“Project Land”** shall mean and include the Shop or Office land area admeasuring 1024.14 sq. meters situated at Emerald Gulistan, Plot No. 2, Scheme No. 39, Jajmau, Kanpur, Uttar Pradesh on which the Gulistan Mart of the Township is being developed by the Promoter which is more specifically described in **“Schedule A”**.
- i. **“promoter”** means—
 - (i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or
 - (ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or
 - (iii) any development authority or any other public body in respect of allottees of—
 - (a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or
 - (b) plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or
 - (iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or
 - (v) any other person who acts himself as a builder, coloniser, contractor,

developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or
 (vi) such other person who constructs any building or apartment for sale to the general public.

Explanation—For the purposes of this clause, where the person who constructs or converts a building into apartments or develops a plot for sale and the persons who sells apartments or plots are different persons, both of them shall be deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified, under this Act or the rules and regulations made thereunder;

- 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. **“Township”** shall mean Emerald Gulistan Township, situated at Plot No. 2, Scheme No. 39, Jajmau, Kanpur, Uttar Pradesh, more specially described in the **“Schedule-A”**, being developed by the Promoter in various phases/ projects after obtaining sanctions/permits/approval etc. from applicable Statutory Authorities, including Kanpur Development Authority, Kanpur, and in future, will include group housing, plotted development of villas, independent floors, commercial, hospitals, club, school etc.
- n. **“Unit”** shall mean a piece of indivisible Shop or Office having a separate number and identity, intended and / or capable of being independently and exclusively used for commercial or office purpose which is more specifically described in **“Schedule-B”**.

B. INTERPRETATIONS:

In this Agreement, unless the contrary intention appears:

Any reference to any statute or statutory provision shall include:

- i. all subordinate legislation made from time to time under that statute or statutory provisions (whether or not amended, modified, re-enacted or consolidated); an
- ii. such provisions as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transaction(s) entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision(s) (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has

directly or indirectly replaced.

- iii. any reference to the singular shall include the plural and vice-versa.
- iv. any reference to the masculine, the feminine and the neutral shall include each other.
- v. References to recitals, clauses and schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.
- vi. 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.
- vii. The words 'include' and 'including' are to be construed without limitation.

C. LAND TITLE DESCRIPTION:

a. The Promoter is the absolute and lawful owner of Shop or Office Land admeasuring 1024.14 square meters being part of Plot No.-2, Scheme No.-39, Jajmau, Kanpur, on which this Project namely 'Gulistan Mart' in Emerald Gulistan Township being developed by the Promoter situated at Plot No.-2, Scheme No.-39, Jajmau, in Tehsil & District Kanpur Nagar, Uttar Pradesh, ("Project Land").

b. The Promoter is the owner and in possession of the land admeasuring 90.818 Acres in Plot No. 2, Scheme No. 39, Jajmau, Kanpur Nagar and more fully described in Schedule-'A' herein which includes subject Shop or Office as described in Schedule 'B' and is developing a township project popularly known as "Emerald Gulistan".

c. The Promoter acquired aforesaid freehold Plot No. 2 by a Freehold Deed dated 14.02.2011 executed by Kanpur Development Authority in favour of Juggilal Kamlatpat Cotton Spinning and Weaving Mills Company Limited (presently known as J. K. Cotton Limited), which was duly registered in the office of Sub Registrar, Kanpur in Book No. I, Vol. No. 5370, pages No.51 to 68 at Serial No. 528 on 14.02.2011;

d. The name of the Promoter was subsequently changed from Juggilal Kamlatpat Cotton Spinning and Weaving Mills Co. Limited to J K Cotton Limited on 19.08.2013 vide a Fresh Certificate issued by Registrar of Companies, Uttar Pradesh consequent upon change of name of the Promoter pursuant to Section 21 of the Companies Act, 1956 and all other applicable provisions thereto.

e. The Promoter became the absolute owner in possession of the aforesaid freehold property and their name was duly mutated in the records of Kanpur Nagar Mahapalika (presently known as Kanpur Nagar Nigam) and Kanpur Development Authority (KDA) in respect of the aforesaid property has sanctioned Lay-out Plan for commercial/official purposes.

f. The Promoter, being the absolute owner, has decided to develop township project namely "Emerald Gulistan", on the aforesaid Plot No. 2, Scheme No. 39, Jajmau, Kanpur, which project consists of Residential Plots, Houses, Group Housing, Shops or Offices & Buildings,

Multistoried Buildings, Complex, Malls, Offices, Shops, Schools, Institutions, Hospitals, Hotels, Clubs, etc. as may be decided by the Promoter and / or its Associates from time to time.

g. The Emerald Gulistan Township of the Company is being developed by the Company in phased manner as per the choice and planning of the Company and each such phase is independent of each other.

g(a). The Company has already developed and completed its first phase of plotted development and Completion Certificate for the Phase-I, Plotted Development in “Emerald Gulistan” had been obtained vide Letter No. 17/39/Bhawan/14-15 dated 14.07.2016 issued by Kanpur Development Authority.

g(b). Phase II of the Project developed by the Company as a separate and standalone project which has been duly registered under RERA bearing registration No.: UPRERAPRJ17995 and completed and Completion Certificate had also been obtained vide Letter No. D/30/NaNi(BHAWAN)KaViPra/2019-20 dated 28.02.2020 issued by Kanpur Development Authority.

g(c). Phase III of the Project developed by the Company as a separate and standalone project which has been duly registered under RERA bearing registration No.: UPRERAPRJ542474 and completed and Completion Certificate had also been obtained vide Letter No. Layout/0004/1055_bhawan_online_18_19/26-11-2021 dated 22.02.2022 issued by Kanpur Development Authority.

g(d). Phase IV of the project also developed by the Company as a separate and standalone project which has been duly registered under RERA bearing registration No.: UPRERAPRJ103991 and completed and Completion Certificate had also been obtained vide Letter No. D/38/1055/NaNi(BHAWAN)KaVi Pra/2021-22 dated 20.04.2021 issued by Kanpur Development Authority.

g(e). Other phases/development, which may come in future in the said township project which will be duly registered under RERA.

h. The Promoter is the absolute owner and in possession of Shop or Office Land admeasuring 1024.14 square meters on which the Gulistan Mart consisting of 32 Shops and 6 Offices of different dimensions and areas, is being developed by the Promoter and there is no co-sharer or co-owner and the area of aforesaid Shopping Center Project is free from all kinds of encumbrances/charges/lien/interest etc. and the Promoter is fully authorized to sell, mortgage, gift etc. of the Shops or Offices being developed in the Gulistan Mart project. There is no attachment order from any Court of law or taxation authorities and the Promoter has not been restrained by any injunction order of any court from selling the said property.

i. This Gulistan Mart, Project (hereinafter the “said Project”), consisting of total 32 shops and 6 offices on a total land area admeasuring 1024.14 sq meters. The layout plan of the said Project has been sanctioned by Kanpur Development Authority vide sanction/permit 670/BHAWAN/ONLINE/19-20 dated 04.12.2020, is an Independent and Standalone Project in

itself.

j. The said Project is earmarked for the development of shops and offices which shall be used for the commercial or official purpose only.

k. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to title right, title and interest regarding the said Land on which project is to be developed have been completed.

l. The Promoter has registered the said Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at..... onunder registration no..... The registration is valid till ... unless renewed/extended by the Authority.

m. The Allottee had applied for a Shop or Office in the said Project vide EOI..... dated and has been provisionally allotted, vide Allotment Letter No.....dated....., Shop or Office No having area of square meters (hereinafter referred to as the “**said Shop or Office**” 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; 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 on “**as is where is basis**” the said Shop or Office No admeasuring square meters (..... Square Yards) in the said Project namely “**Gulistan Mart**”, in Emerald Gulistan township situated at Plot No.2, Scheme No.39, Jajmau, Kanpur for a sale consideration of Rs. /- (Rupees only) as detailed in Payment Plan – **Schedule- C**.

p. The Allottee has inspected all the relevant papers, records and documents, registry titles and possession etc. and all sanctions, approval, layout and after having been fully satisfied about the title and ownership of the Promoter, has agreed to purchase the said Shop or Office agreed to be sold through this Agreement.

q. The Promoter has duly authorized Shri..... vide Board Resolution dated

....., to sign and execute this ‘Agreement for Sale’ on behalf of the 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 Allottee and the Allottee hereby agrees to purchase the said Shop or Office as specified herein below.

2. Both the Parties confirm that they have read and understood the provisions of Section 14 of the Act. The total Price for the said Shop or Office based on the land area is Rs..... (Rupees.....only) (“Total Price”) detailed as below:

Shop or Office No.
 Floor
 Area of the Shop or Office
 Basic Sale Price Rs.....(@Rs .. per sq. meter)
 Maintenance Charges @Rs/- Per sq. meter as Maintenance Charges for the First Year after obtaining completion/occupancy certificate of the said Project which has been included in the total Price of the said Shop or Office. The Promoter shall bear all maintenance expenses during first year after obtaining completion / occupancy certificate. One Time Interest Free Maintenance Security Deposit @ Rs.-/- (Rupees only) per sq. meter (transferable to the Association/Society/ RWA of the Allottee(s) as and when formed). After one year (from the date of obtaining completion certificate) applicable CAE/CAM shall be payable by the Allottee/Purchaser.
 Present Taxes including GST
 Total Price/ Sale Consideration.
 Rs.....
 Rs.....
 (Rupees..... Only)

Explanation:

- i. The Total Sale Price above includes the booking amount paid by the Allottee to the Promoter towards the said Shop or Office.
- 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 said Shop or Office to the Allottee and the Project to the Society/Association of Allottees 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 as demanded by the Promoter within the stipulated time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid and/ or demanded as per 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 Shop or Office includes price of land, construction of common areas, internal development charges, external development charges, taxes, 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 Shop or Office and the Project.
- v. The Total Sale 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 or for any unforeseen reasons. 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 nor increase in 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.

3. That in pursuance of the agreement and in consideration aforesaid to be paid to the Promoter by the Allottee in terms of Payment Plan detailed in Schedule-C hereof, in time and without any delay or default, and subject to the terms and conditions stipulated in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee agrees to purchase the said Shop or Office No. admeasuringsquare meters (..... Square Yards) in the “**Gulistan Mart**”, situated at Plot No. 2, Scheme No. 39, Jajmau, Kanpur, 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 Allottee in the absolute ownership free from all encumbrances.

4. The Sale Consideration/ Price for the said Shop or Office is based on the Land area is and 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 Allottee in addition to the total price as per terms of this Agreement. The 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 / revision on the existing taxes and cesses, the same shall be dealt with as per the applicable laws. The Promoter shall intimate the Allottees, the amount payable as stated in the Payment Plan and the 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 Promoter shall once inform the Allottee in writing and it shall not be obligatory on the part of the /Promoter to send further any demand notices/emails/reminders regarding the payments to be made by the Allottee.

5. The 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 Shop or Office at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price/sale consideration of the said Shop or Office as prescribed in the Payment Plan

and 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/she shall be liable to pay interest at the rate prescribed in the Act /Rules.

6. Subject to covenants contained in the Agreement, the Promoter agrees and acknowledges that, the Allottee shall have following rights after execution and registration of Sale Deed on prescribed format of Promoter in respect of the said Shop or Office agreed to be sold:
 - i. Exclusive ownership.
 - ii. Undivided proportionate share in common areas. Since the share/interest of the Allottee in common areas is undivided and cannot be divided or separated, the Allottee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them.

II.MODE OF PAYMENT:

1.Subject to the terms of the Agreement, the Allottee shall make all payments, within the stipulated time in accordance with the terms of the Payment Plan through all permissible banking channels including e-payments/electronic modes or A/c payee cheque/DD favoring “**J. K. Cotton Limited RERA designated account for Gulistan Mart**”, payable at Kanpur in terms of the Payment Plan, by depositing the same to the Authorized Person only of the Promoter at its office. Payment made directly to the bank account of the Promoter may be allowed only with prior consent of the Promoter to ensure proper receipt of money.

2.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 Shop or Office in any manner and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

III. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

1.The Promoter shall not be responsible towards any third-party payment/ remittances on behalf of any Allottee(s) and such third party shall not have any right in the Expression of Interest/ Allotment of the Shop or Office for commercial or office usage applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s)only. The Allottee(s)hereby understands and agrees that in the event of any failure on his part to comply with the same, the Promoter shall be entitled to cancel his allotment immediately therewith and to refund the money paid towards the sale price of the allotted unit subject to the deduction as applicable under the terms and conditions of the allotment/ Agreement and to take suitable legal action against the Allottee at his own cost and risk under applicable laws as well.

2.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 and/ 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 or NOC which would enable the Promoter to fulfill its obligations under this Agreement and or under relevant Statute(s). 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 as applicable from time to time.

3.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 action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time and shall indemnify the promoter for any such liability.

4.The Allottee hereby declare/s, agree/s and confirm/s that the monies paid/payable by the Allottee towards the said Shop or Office 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”).

5.The /Promoter accepts no responsibility in regard to matters specified here in above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the commercial/official status of the Allottee subsequent to the signing of the 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.

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 said Shop or Office, 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 Promoter shall abide by the time schedule subject to force majeure, for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the said Shop or Office to the Allottee and the Common Areas to the Society / Association of Allottees or the competent authority, as the case may be.

VI. CONSTRUCTION / DEVELOPMENT OF SHOP OR OFFICE /PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Shop or Office and Project and accepted the layout plan, payment plan and the specifications, amenities and facilities 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 and conditions of 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 as applicable from time to time 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 any such term by the Allottee shall constitute a material breach of the Agreement.

VII. POSSESSION OF THE SHOP OR OFFICE:

1.The Promoter agrees and understands that timely delivery of possession of the said Shop or Office to the Allottee and the Common Areas to the Association/ Society of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the said Shop or Office along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on or before the two months from the date of Completion Certificate/Occupancy Certificate of the project, unless there is delay or failure due to war, flood, drought, fire, cyclone, pandemic, 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 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 Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Shop or Office; provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.

2.The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund the Allottee the entire amount received by the Promoter from the allotment within 120 days from date of termination of allotment of the said Shop or Office. The Promoter shall intimate the Allottee about such termination at least thirty days in advance. After receipt of refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter in respect of the said Shop or Office in any manner and that the 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 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 till the date all phases of this Project are completed. The Promoter shall not charge more than the normal maintenance charges from the Allottees.

3.Possession: The Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the said Shop or Office, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/ occupancy certificate of the project (as applicable); Provided that, 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 fulfillment 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 or Society of Allottees, as the case may be after the issuance of the completion certificate/ occupancy certificate (as applicable) for the Project. The Allottee (s) will be liable to pay maintenance charges from the date of expiry of one year from the date of possession of the allotted Shop or Office by the Allottee from the Promoter. The Promoter shall handover the copy of completion certificate / occupancy certificate (as applicable) of the Project/ Shop or Office, as the case may be, to the Allottee at the time of conveyance of the same.

4.Failure of Allottee to take Possession: Upon receiving a written intimation from the Promoter for **execution of sale deed and** taking possession of the allotted Shop

or Office within the time stipulated therein, the Allottee shall take possession of the Shop or Office from the Promoter **after** executing **sale deed and** necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Shop or Office to the Allottee thereafter. In case, the Allottee(s) fails to take possession within the stipulated time therein, such Allottee(s) shall be liable to pay the Promoter holding charges at the rate of Rs. 1/- per square feet per month of the Shop or Office area for the period beyond 3 months from the date of occupation/completion certificate till actual date of taking over of possession by Allottee(s) in addition to maintenance charges as specified in this Agreement.

5. Possession by the Allottee: After obtaining the completion certificate/ occupancy certificate (as applicable) of the Project and handing over physical possession of the Shop or Office 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 / society of 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 Promoter shall handover the necessary documents and plans, including Common Areas, to the association/society of 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 Allottee: The Allottee shall have the right to cancel / withdraw his allotment in the Project in accordance with the terms of this Agreement. Provided that where the Allottee, proposes to cancel/ withdraw from the Project without any fault of the Promoter, the Promoter herein entitled to forfeit the booking amount paid for the allotment of the said Shop or Office. The Promoter shall refund 50% of the balance amount of money paid by the Allottee within 45 days of such cancellation/ withdrawal, without any interest, and remaining 50% of the amount shall be paid without any interest on re- allotment of said Shop or Office or from the date of expiry of one year from the date of cancellation of the said Shop or Office, whichever is earlier. The Promoter shall inform the previous Allottee, the date of re-allotment of said Shop or Office and also display such information on official website of UP RERA on the date of re-allotment as well.

7. Compensation: The Promoter shall refund proportionate amount paid by the Allottee(s) or part thereof as the case may be, on account of any defect in the title of the Promoter, if the shop or office hereby agreed to be sold or any part thereof is taken out of the possession of the Allottee(s) finally under the final orders of the highest court of law. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Shop or Office within the stipulated time in accordance with the terms of this Agreement; or (ii)

due to non-completion of the development of the Project as a developer on account of his suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, 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 Shop or Office, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due; Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the date of handing over of the possession of the Shop or Office, within forty-five days of it becomes due.

VIII. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

1. That the 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 /Promoter has full right to sell and transfer the same.

2. That the 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 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;

5. That the entire Township property was sold by Kanpur Development Authority to the Promoter by a valid Freehold Deed dated 14.02.2011 (duly registered) as per Orders of State of Uttar Pradesh. Few miscreants, having no concern with the title and possession of township/project land have filed false and frivolous cases [Petition No.141/70/2015 /CR No.187/2015 and Petition No.3213 of 2018] etc. against the Promoter with an intent to achieve some ulterior motive and unfruitful gains. The Promoter is contesting these cases legally and no order has been passed by any courts to restrain or stay injunctioning the Promoter from developing/ selling or disposing of the Township/ Project Land till date. The Promoter is developing the Township on Project land. However, if on account of any defect in the title of the Shop or Office of the Promoter hereby agreed to be sold or any part thereof is taken out of the possession of the Allottee subject to the final outcome of the litigations then the Promoter shall refund the total sale consideration or part paid thereof as the case may be to the Allottee.

6. That all approvals, licenses and permits issued by the competent authorities with

respect to the Project Land and Shop or Office are valid and subsisting as per applicable laws and regulations. Further, the Promoter has been and shall, at all times, remain to be in compliance with at applicable laws in relation to the said project land, Shops or Offices and Common Areas.

7. That the Promoter has the right to enter into the Agreement and has further 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.

8. That 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 Shop or Office which shall, in any manner, affect the rights of the Allottee under this Agreement;

9. That the Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Shop or Office to the Allottee in the manner as contemplated in this Agreement.

10. That possession of the said Shop or Office is not being handed over to the Allottee. At the time of execution of the conveyance deed /sale deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the said Shop or Office to the Allottee and the common areas to the association of the Allottees or the competent authority, as the case may be.

11. That the said Shop or Office 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 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 said Shop or Office along with the common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottees and the association of 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 Promoter in respect of the said land and/or the said project.

14. That the Promoter shall enable the formation of single Society/ Association of all Allottees of the Township which is required under the provisions of the Act and the Allottee shall become the member of the said Society /Association.

IX. EVENTS OF DEFAULTS AND CONSEQUENCES:

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 possession of the Shop or Office to the Allottee within the time period specified herein above or fails to complete the Project within the stipulated time disclosed at the time of registration of the project with the Authority.
- ii. Non-completion of the development of the Project 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.

2. In case of default by the Promoter under the conditions listed above, a non-defaulting Allottee is entitled to the following conditions:

- i. Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, then the /Promoter shall correct or rectify the situation by completing the construction as per agreed milestones and 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 Shop or Office, along with interest at the rate as prescribed under the Rules within forty-five days of receiving such termination notice: Provided that where the Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate as prescribed under the Rules, for every month of delay till the date of hand over the possession of the Shop or Office, within forty-five days of it becomes due.

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 payment for 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 the home

loan of State Bank of India +1% unless provided otherwise in the Rules.

- ii. In case, the default by Allottee under the condition listed above continues for a period beyond three (3) consecutive months after receipt of notice from the Promoter in this regard, the Promoter may cancel the allotment of Shop or Office in favor of the /Allottee and refund the money paid to it by the Allottee after deducting the booking amount and the interest liabilities and this Agreement shall stand terminated therewith. The Promoter shall intimate the Allottee about such termination at least 30 days in advance.

4. Other defaults on the part of the Allottee:

- i. After the issuance of Offer Letter for execution of Conveyance Deed/ Sale Deed, default on the part of the Allottee to deposit the requisite stamp duty/ registration charges/ any other amounts due including interest, if applicable, under this Agreement within the stipulated period in the said Offer Letter;
- ii. After the issuance of said Offer Letter, the delay/failure on the part of the Allottee, having paid all the amounts due to the Promoter under this Agreement, in execution and registration of sale deed/ conveyance deed of the Shop or Office and/ or taking possession of Shop or Office within the period mentioned in said Offer Letter;
- iii. Breach of any other terms & conditions of this Agreement on the part of the Allottee;
- iv. Violation of any of the Applicable Laws on the part of the Allottee(s).

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

- a. The Allottee shall be liable to pay interest on the overdue amounts computed at the Interest Rate as prescribed under the Rules for the period commencing from the date on which such overdue amounts or part thereof were due to the Promoter and ending on the date of the payment of such overdue amounts to the Promoter;
- b. The Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee in advance in this regard;
- c. Further till the time the Promoter exercises the option to terminate this Agreement, it shall be entitled to (a) recover interest
- d. recover maintenance charges with applicable taxes from the date of issuance of Offer Letter; (c) taxes (d); withhold registration of the conveyance deed of allotted Shop or Office in favor of the Allottee; and to refuse possession of allotted Shop or Office to the Allottee till the date of recovery of all due amounts;

e. The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the 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 Promoter of its right of charging such interest or of the other rights mentioned in this Agreement;

f. Upon termination of this Agreement by the Promoter as mentioned herein above, the Allottee shall not have any lien, right, title, interest, or claim in respect of the Shop or Office. The Promoter shall be entitled to sell the Shop or Office to any other person or otherwise deal with the Shop or Office in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee without any interest:

- i. The Booking Amount;
- ii. All taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Shop or Office;
- 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 Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate compliant/proceedings against the 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 SHOP OR OFFICE:

The Promoter, on receipt of total price of the Shop or Office in terms of this Agreement from the Allottee shall execute a sale deed/ conveyance deed and convey the title of the Shop or Office in favour of the Allottee within 3 months of the date of issuance of the completion certificate or the occupancy certificate as applicable. However, in case the Allottee fails to deposit the stamp duty and /or registration charges/ other applicable charges within the stipulated period in the notice, the Allottee hereby authorizes the Promoter to withhold the execution/ registration of the sale deed/ conveyance deed of his allotted Shop or Office in his/her favor till the date of payment of stamp duty and registration charges to the Promoter.

XI. MAINTENANCE OF THE SAID PROJECT/TOWNSHIP:

1. That the Promoter shall be responsible to provide and maintain essential services in the Project till the date of taking over of the maintenance of the Project by the

Association/Society of the 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 allotted Shop or Office. However, if the Association / Society of the Allottees is not formed within 1 (one) year of the issuance of completion / occupancy certificate, the Promoter shall be entitled to collect from the Allottee the amount equal to the amount of maintenance as stated in this Agreement plus 10% in lieu of Price escalation for the purpose of maintenance for next 1 (one) year. The Promoter shall pay balance amount available with him against the maintenance charges to the Association/Society of Allottees as and when it is formed.

2. That the Allottee along with the other residents/ allottees of the Shop or Office in the project and other projects of the township shall be under an obligation to join Society/ Association of residents/ allottees with respect to the township.

3. That for the purpose of proper management of the Gulistan Mart and “Emerald Gulistan” Complex, the Association of Allottees shall be registered under the provisions of the Societies Registration Act, 1908. The Allottee shall automatically become member of such Society on such terms and conditions as may be prescribed and shall be bound to follow and comply with all bye- laws, rules and regulations of the Society and also to obey all decisions of the Society which may be applicable from time to time. The Promoter or its nominee shall be the permanent chairman of the Society.

4. That the maintenance of the Gulistan Mart in “Emerald Gulistan” Complex including all common areas & facilities, roads, open spaces, parks, gardens, security etc. will be done by a professional Maintenance Agency to be engaged by the Promoter or Society at its sole discretion. The Allottee and all subsequent buyers shall pay proportionate cost and expenses in respect thereof on prorated basis as may be decided and demanded by the Promoter/ Society from time to time, as required. This will be in addition to the Interest Free Maintenance Security to be deposited by the Allottee. Further, the Allottee agrees that the Promoter/Society shall, as and when required, enter into a Maintenance Agreement with the Maintenance Agency as may be appointed by the Promoter/ Society from time to time for the upkeep and maintenance of the said Complex including all common areas/facilities.

5. That in order to maintain safety and security in the said Complex, the Promoter/ Society/ Maintenance Agency shall be free to restrict the entry of any one into the Complex whom it considers proper at the outer gate itself. In case of insistence, the security staff will be at liberty to call upon the Allottee/lawful tenant/occupant to come to the gate and personally escort the person(s) from the gate to his building.

The security services will be without any liability of any kind upon the Promoter/Society. Security costs will be the part of the maintenance charges.

6. That the Allottee shall be responsible and liable to abide by the directions / instructions / rules given / prescribed by the Promoter / Society / Maintenance Agency for the maintenance of the premises / townships including all its common areas, roads, open areas, parks facilities, services, properties etc. and it shall also be the duty of Allottee to ensure that his/her family members /employees/ relatives/ guests/ associates/visitors etc. visiting the Emerald Gulistan premises/township also bound to follow and abide by directions / instructions / rules given / prescribed by the Promoter / Society / Maintenance Agency and they do not disobey/non-comply, 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 Shops or Offices' owners/occupants in the township / project else the 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 Allottee waives his right to raise any objection with respect to any changes / modifications that may be done in the 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 Promoter in accordance with the requirements as applicable from time to time.

XII. USAGE:

Use of Service Areas: The service areas, if any, as located within the Project/Township, 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, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans of the project. The Allottee shall not be permitted to use such services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Maintenance Agency/ Promoter/Association /Society of Allottee formed by the Allottees for rendering maintenance services.

XIII. GENERAL COMPLIANCE WITH RESPECT TO THE SHOP OR OFFICE/PROJECT:

1. Subject to Para XII above, the Allottee shall, after taking possession of allotted Shop or Office, be solely responsible to maintain the Shop or Office at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in the common areas/ spaces in the Project/Township which may be in violation of any laws or rules of any authority and keep 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 same is not in any way damaged or jeopardized.

2.The Allottee further undertake, assures and guarantees that he/she would not put any sign-board/name plate, noon light, publicity material or advertisement material etc. anywhere on the exterior of the Project, or Common Areas. Further, the Allottee shall not store any hazardous or combustible goods in the Shop or Office or place any heavy material in the common passages or common areas.

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 Allottee and/or maintenance agency appointed by Promoter/Association of Allottee/Society. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Shop or Office with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in particular and the Township in general.

XV. ADDITIONAL CONSTRUCTIONS/CHANGES IN THE PROJECT/TOWNSHIP:

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) except as per applicable laws.

2.That the Allottee has inspected all original title deeds, documents and sanctions and all plans of the Promoter and he/she/they is/are fully satisfied with the same and also about the title and ownership of the Promoter and all the sanctions. The Allottee undertakes not to raise any objections or claims in respect thereof. The Allottee also covenants that he /she/they has/have full knowledge and understanding of all laws/ notifications and rules applicable to the area in general and to the said Project / Township named as "Emerald Gulistan" in particular and the Allottee has seen and understood all plans, designs, and specifications of the said Shop or Office and the said Project.

3.That the Promoter reserves the right to effect and/or carry out such variations, additions, alterations, deletions and modifications in the lay out/ map/building plan/floor plan/ structural design/ specifications etc. of other phases of its Emerald Gulistan township project and/or its remaining land, as the Promoter may, at its sole option and discretion, consider necessary or as directed/ permitted by any competent authority and/ or the architect of the Promoter at any time even after the

Lay out/ map/ building plan/ floor plan/ structural design for its township complex/ Shops or Offices/towers/buildings are sanctioned / revised sanctioned. Such changes shall include but shall not be limited to change in lay out/map/ building plan/ floor plan/ structural design/specification of other phases of its township complex/plots/ towers/ buildings including apartment plans, location, preferential location, number, increase or decrease in number of Shops or Offices, apartments, floors, blocks or area of the plots/apartment/ blocks/ buildings etc. Further, the Promoter shall be entitled to construct on its land any commercial/residential building/ apartments/ hospitals / nursing homes/ schools/ institutions/ markets/ shops/ shopping complexes/ hotels/ clubs/ any other kind of buildings /additional buildings/ additional floors/ additional spaces/ additional towers/ blocks/ houses/ buildings and to avail full FAR/ additional FAR as may be sanctioned and permitted by the competent authority from time to time and the same shall be entitled to share all common areas and facilities. The Allottee shall have no right, claim or concern with regard to the any kind of future development to other phases and/or remaining part of project land / township including future development of all kind of structures, group housing, commercial/ residential building/ apartments/ hospitals / nursing homes/ schools/ institutions/ markets/ shops/ shopping complexes/ hotels/ clubs/ any other kind of buildings etc. even after execution of Conveyance Deed/ Sale Deed and without further information / intimation to the Allottee and the Allottee hereby expressly give all his/her consent/ permission/ NOC by way of signing and submitting this Agreement. However, the subject Shop or Office shall not be altered in any manner.

4. That the Allottee agrees and understands the rights, title, interests, claims or concerns etc. of the Allottee shall be strictly limited to the Shop or Office agreed to be sold to the Allottee by the /Promoter in its Gulistan Mart of Emerald Gulistan Township and to the amenities / facilities provided by the Promoter to the owners/ residents of Emerald Gulistan township and, except the Shop or Office 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 Promoter and the Allottee shall have no right, title, interest, claim or concern of any kind whatsoever in respect of other Phases/Parts of Emerald Gulistan Township of the Promoter. The Allottee hereby agrees and acknowledges that the ownership of such areas, facilities and amenities shall vest exclusively and absolutely with the /Promoter and their usage and manner/method of use shall be at sole discretion of the Promoter. The 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 Promoter may deem fit and proper.

XVI. PROMOTER SHALL NOT MORTGAGE OR CREATE ACHARGE:

After the promoter executes this Agreement with the Allottee, he/she/they shall

not mortgage or create a charge on the Shop or Office and if any such mortgage or charge is made or created on the same 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 been allotted or agreed to purchase such Shop or Office.

XVII. 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 till the date until 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 also appears for registration of the same before the concerned Sub-Registrar, Kanpur Nagar, as and when intimated by the Promoter. However, 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 within a period of thirty days, within which if not rectified within such stipulated from the date of its receipt by the Allottee, the application of the Allottee for allotment of the said Shop or Office shall be treated as cancelled immediately thereafter and all sums including the booking amount deposited by the Allottee in connection therewith shall be returned to the Allottee without any interest or compensation whatsoever.

XVIII. 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 prior understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Shop or Office, as the case may be. This Agreement may only be amended through written consent of the parties.

XIX. RIGHT TO AMEND:

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

XX. 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 allotted Shop or Office and the project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Shop or Office in case of a transfer, as the said obligations go along with the Shop or Office for all intent and purpose.

XXI. WAIVER NOT A LIMITATION TO ENFORCE:

1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in the agreement waive the breach by the 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 Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be precedent and/or binding on the Promoter to exercise such discretion in the case of other 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.

XXII. 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 to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent as necessary to conform to the 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.

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

Whenever 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 to the area of the said Shop or Office to the total area of the Project.

XXIV. FURTHER ASSURANCES:

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

XXV. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon the execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in

Kanpur after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the Agreement shall be registered at the office of the sub-registrar, Kanpur. Hence this Agreement shall be deemed to have been executed at Kanpur, Uttar Pradesh.

XXVI. 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 a registered post at their respective addresses specified below:

_____ Name of Allottee

(Allottee's Address)

M/s _____

Promoter's name

_____ (Promoter Address)

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

XXVII. 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 all the address given by himself which shall for all intents and purposes to consider as properly served on all the Allottees.

XXVIII. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Shop or Office prior to the execution and registration of this Agreement for Sale for such Shop or Office 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.

XXIX. 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

XXX. 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.

XXXI. 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 Agreement.

XXXII. COVENANTS BY ALLOTTEE:

1. That the Allottee undertake/s that the said Shop or Office shall always be used for a commercial or office purpose only. The Allottee shall not carry out any residential nor shall 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, which is not in consonance with the sanctioned Layout plan of the said Township or is detrimental to the public interest will be treated as a breach of the condition entitling the Promoter and/or /Society/ Association /Maintenance Agency to initiate and seek appropriate remedy against the Allottee for such violation. No construction shall be allowed to the Allottee.

2. That the Allottee shall not make any cuttings nor will dig or damage the roads without written permission of the Promoter and/ or Society/Association/Maintenance Agency. The Promoter and/or Society/ Association/ Maintenance Agency may permit road cuttings, if necessary, on the condition to deposit the cost for restoring the road to its original condition by the Promoter and/or the Society/ Association /Maintenance Agency.

3. That the Allottee hereby covenants with the 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 Shop or Office or the building constructed thereon at his/her/their/its cost and the Allottee shall keep the 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 Allottee hereby undertakes that the Promoter has made provision for the gate for entrance to the Emerald Gulistan Township and for the Project, the Allottee shall have access to their respective Shop or Office through designated gates only and they will not be entitled to break or make any opening in their back/side wall / outer boundary wall of the campus/township/ project area or fix any other gate or to make any provision for going outside the campus/township/project area directly from their respective Shop or Office. The entry/exit in the entire complex/ campus/project area shall be through earmarked and designated gates/places only as decided by the Promoter.

5. That the Allottee shall not be entitled to keep anything on the roads in the Complex and shall not put any ramp, fence, obstacles, and blockage to the roads or foot paths. The Allottee or any occupier/resident of the said Shop or Office will park his car/ bike/ two-wheeler and all other vehicles inside the gate of his/her Shop or Office only and shall not create any hindrance / obstruction to the peaceful enjoyment of the roads, common area / facilities by the respective Shop or Office' owners/ occupiers in the said Complex of the Promoter.

6. That the Allottee specifically agree/s to regularly pay directly or if paid by the Promoter then reimburse to the Promoter on demand all taxes, levies, assessments, demands or charges including but not limited to municipal taxes, all present and future taxes & dues, GST/Sales Tax/VAT/ Service Tax etc. including cess leviable in future on the said Project Land or Project developed on the said Land or the said Shop or Office , as the case may be as assessable/applicable in respect of the said Shop or Office to the Allottee and the same shall be borne and paid by the Allottee in proportion to the area of the said Shop or Office to the area of the said Project/ Township as determined by the Promoter and the Allottee further covenants with the Promoter to pay from time to time the amounts or dues which the Allottee is liable to pay and to observe and perform all the covenants and conditions contained in this deed. The Allottee further agrees to keep the Promoter and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance, performance of the said covenants and conditions by the Allottee and also against any loss or damage that the Promoter may suffer as a result of non-payment, non- observance or non-performance of the said covenants and conditions by the Allottee.

7. That the Allottee shall not sub-divide or amalgamate the said Shop or Office part with the interest of the Shop or Office with any other Shop or Office owner or person in the said Project/ Township without taking prior written approval of the Promoter.

8. That the Electricity Load for the entire Township / Project had been obtained from concerned Electricity Authority by the Company. All charges/ costs paid/ to various departments by the Company for obtaining, electricity connectivity / water / sewage installations and charges / costs paid by the Company for installation of Transformers and distribution system for electricity/Water/Sewage supply and connectivity till completion/occupancy certificate have been included in the Price/Sale Consideration of the Shop or Office.

9. That the Allottee shall take electricity/water/sewage connection for his / her shop or office from the appropriate authority and shall deposit connection /other charges including security deposit as applicable from time to time. The Allottee(s) shall be liable to pay such costs/ charges including security deposit etc. to the KESCO/ Authorities and Company as the case may be for obtaining Individual Electricity Connection charges including deposit and Meter charges. The connection to his/her shop or office shall be given from the common supply line of Emerald Gulistan township at his/her own costs and expenses. Individual Water Connection charges from the Main supply line, individual Sewerage Connection charges from the said shop or office to the Main Sewerage line of the Project/ Township and Storm Water Connection charges from the said shop or office to the Main line of the Project/ Township and Malba charges etc. shall be borne by the Allottee(s) and be paid to the applicable authorities / Company as the case may be.

10. If any provision of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authority/ies made applicable to the said Shop or Office / Project/Township requiring the Promoter to provide any improvement in the existing Infrastructure, services, pollution control devices, effluent treatment plant etc. in the said Shop or Office/ Project/ Township, then the cost of such additional services, facilities, devices, equipment etc. shall also be borne and paid by the Allottee in proportion to the area of said Shop or Office to the total area of all the Shops or Offices in the said Project/ Township, as and when demanded by the Promoter.

11. That it is clearly agreed by the Allottee that the Allottee may arrange power backup through inverter only inside his Shop/Office. The Allottee shall abide by the rules/regulations/ bye-laws of the Promoter and/or Association /Society, as the case may be, as amended from time to time.

12. That the 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/ Township; save and except at areas/places specifically earmarked for this purpose in the said

Project/Township.

13. That the Allottee agrees and undertakes that he/she shall not display any name, address, sign board, advertisement or publicity material, bill-boards, hoardings or advertisement etc. in his / her Shop or Office or anywhere in the said Project/ Township. The Allottee, however, shall be permitted to place his/her name board at the entrance to his/her/their/its Shop or Office only at the designated place specified for this purpose.

14. That the Allottee shall regularly review and visit the website of the Regulatory Authority to get regular updates on the status of development of the Project / Township and the Promoter shall not be required to separately provide any updates to the Allottee(s) in this regard.

15. That the said Township/Complex shall always be known as “**Emerald Gulistan**” and the said Project shall always be known as “**Gulistan Mart**” and these names shall never be changed by the Allottee or any person claiming through him or anybody else.

16. That no private functions shall be allowed to be held in the parks, roads, common areas and open spaces etc. However, all common meetings, functions of the Society can be held in the said park with prior written permission of the Promoter /Society on such terms and conditions as may be permitted in accordance with the bye-laws of the Promoter/Society.

17. That all stamp duty and registration Charges and other incidental expenses have been borne and paid by the Allottee. The deficiency in the stamp duty, if any, shall be borne by the Allottee exclusively and the Promoter shall not be liable or responsible in respect thereof.

XXXIII. LOAN FACILITY:

i. In case the Allottee wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Shop or Office applied for, the Promoter shall facilitate the process for the same subject to the following conditions:

- a. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
- b. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per the payment schedule, shall be ensured by the Allottee, failing which, the delay payment clauses

shall be applicable to him.

- c. In case of default in repayment of dues of the financial institution/ agency by the Allottee, the Allottee hereby authorizes the Promoter to cancel his allotment of the said Shop or Office in the project and to repay the amount received till that 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 Allottee.
- ii. That the Promoter, by itself or through its nominee(s)/ associates, is authorized to raise finance for development/construction of the Project/ Township or for any other purposes from banks or financial institutions by mortgaging or hypothecating remaining land owned by the Promoter and/or any Shop or Office / piece of land/ houses/ flats /units /apartments/ building/ tower/ Complex/ Project etc. which is being or may be developed / constructed over the project land and the Allottee shall have no objection in this regard. However, the Shop or Office hereby sold to the Allottee shall be free from all encumbrances/charges/lien/hypothecation etc. at the time of Sale Deed.

XXXIV. INDEMNIFICATION:

The Allottee(s) hereby covenants to the Promoter to pay from time to time and at all times, the amounts which the Allottee(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of sale and to keep the Promoter and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Allottee(s).

XXXV. ASSIGNMENT:

1. The 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 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 Allottee assures that the Promoter shall not be liable on any account, whatsoever, in respect of any transaction between the Allottee and his / her nominee(s). It is distinctly understood by the Allottee that upon such transfer, the Allottee shall no more be entitled to any privileges and facilities, if any, available in the said Shop or Office arising from the allotment of the said Shop or Office. 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.
2. In case the Allottee wants to transfer the rights under the Agreement for Sale after obtaining prior written consent of the Promoter to his/her spouse/ children/ parents

and HUF, the Promoter shall not charge any Transfer Fee for such transfer. However, in case of transfers to others, the existing Allottee of the Shop or Office shall be liable to pay administrative charges and other office expenses related to transfer @ Rs. ... (Rupees only) per Sq Meter (plus GST/ Service Tax/VAT and other applicable taxes) of the Shop or Office to the Promoter for each subsequent transfer. Also, in case of all subsequent sales of the said Shop or Office, after execution and registration of Sale Deed, the existing Allottee of the Shop or Office 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 Sq Meter or at such rates as may be decided from time to time by Society/Association, as the case may be, (plus GST/ Service Tax/VAT 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.

3. The Allottee and the persons to whom the Shop or Office 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 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 Promoter/ Association /Society as the case may be. In case any government taxes, cess, levy, duty is payable in this respect, the Allottee shall be solely liable to pay such government taxes, cess, levy, duty etc.

XXXVI. AMENDMENTS BY A COMPETENT AUTHORITY:

The Allottee(s) agrees and understands that terms and conditions of the this Agreement may be modified/amended by the Promoter in accordance with any directions/order of any court of law, Governmental Authority (shall mean and includes statutory authority, government department, agency, commission, board, tribunal, rule or regulation making entity having or any state or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal / local authority having jurisdiction over the land on which the Said Shop or Office/ Said Project/Township is situated), in compliance with applicable law and such amendment shall be binding on the Allottee(s).

SCHEDULE –A

Description of Gulistan Mart Project Land situated at Emerald Gulistan Township, Plot No. 2, Scheme No. 39, Jajmau, Kanpur:

Land Area measuringsq meters bounded as below:

East:

West.....

North.....

South.....

Boundaries of Emerald Gulistan Township, Plot NO.2, Scheme No.39, Jajmau,

Kanpur:

East: _____

West: _____.

North: _____

South: _____.

SCHEDULE – B

DESCRIPTION OF THE SHOP OR OFFICE HEREBY AGREED TO BE SOLED

Shop or Office No..... admeasuring_____.....sq mtr. (.....Sq. yds.), situated in “Gulistan Mart”, situated at Plot No. 2, Scheme No. 39, Jajmau, Kanpur, more particularly described and shown in the accompanying map to this Agreement in Red Colour,

Boundaries:

East :

West :

North :

South :

SCHEDULE – C- PAYMENT PLAN

S L	DATE OF INSTALLMENT OF SALE PRICE	PERCENTAGE OF SALE PRICE
1	UPON SUBMISSION OF EXPRESSION OF INTEREST	05% OF SALE PRICE
2	BY 15 TH JUNE, 2023	35% OF SALE PRICE
3	BY 15 TH AUGUST, 2023	35% OF SALE PRICE
4	WITHIN 30 DAYS OF COMPLETION	25% OF SALE PRICE INCLUDING TAXES AND OTHER APPLICABLE CHARGES LIKE IFMS, IF ANY.

NOTES:

1.All payments shall be made through all permissible banking channels including e-payments/electronic modes or A/c payee cheque/DD favouring “**J. K. Cotton Limited RERA designated account for Gulistan Mart**”, payable at Kanpur in terms of the Payment Plan, by depositing the same only to the Authorised Person of the Company.

2.Payment made directly to the bank account of the Company may be allowed only with prior consent of the Company to ensure proper receipt of money.

3.Interest Free Maintenance Security Deposit @ Rs (Rs. only) per square meter of the Shop or Office agreed to be sold shall be payable through A/c Payee Cheque/DD favouring “**J.K. COTTON LIMITED- EGIFMS**”.

4.All applicable future taxes, imposed by the Government from time to time shall be borne by the Allottee additionally.

DETAILS OF THE AMOUNT RECEIVED TILL THE DATE OF THIS AGREEMENT

S. No.	Cheque/ DD No.	Date	Amou nt (Rs.)	Name of the Bank
1				
2				
Total in Rs.				

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 on the day, month and year first aforementioned.

WITNESS:

PROMOTER
For J. K. Cotton Limited

Authorized Signatory

1.Name:
Father's
Name:
Address:
Mob. No:

ALLOTTEE

.....

2.Name:
Father's Name:
Address:
Mob. No.: