

AGREEMENT FOR SALE

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

BY AND BETWEEN

J K Cotton Limited (CIN No. 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 10.08.2018 (hereinafter referred to as the “Vendor/Promoter” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include -its successor-in-interest, and permitted assigns)

AND

[If the Allottee/ Vendee is a company]

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

[OR]

[If the Vendee/Allottee is a Partnership firm]

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

[OR]

[If the Vendee/Allottee is an Individual]

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

[OR]

[If the Vendee/Allottee is a HUF]

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

A. INTERPRETATIONS /DEFINITIONS:

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

- a. “**Act**” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).

- b. **“Applicable Laws”** shall mean, all Acts, Rules and Regulations in force and in effect as on the date mentioned herein above in the State of Uttar Pradesh including all notifications, ordinances, policies, laws, orders and / or official directives by Central Government and / or State Government and / or by any Statutory Authority in the state of Uttar Pradesh, as may be in force and effect during the subsistence of this Agreement and applicable to the Project.
- c. **“Authority”** means Uttar Pradesh Real Estate Regulatory Authority.
- d. **“Approvals”** shall mean and include all licenses, permits, approvals, sanctions, layout/plan approvals, consents, obtained / to be obtained from or granted / to be granted by any competent authority in connection with the unit(s)/project(s)/township as the case maybe.
- e. **“Association of Allottees/Vendees (RWA/AOA/Society)”** shall mean a society, association, body, or any other permissible legal entity by whatever name called, of unit holders that may be formed as per the requirement of clause (e) of sub section (4) of section 11 of the Act in respect to the Project(s)/ Township.
- f. **“Common Area and Facilities”** shall mean such common areas, facilities and spaces in the Project meant for common use of all the occupants of the Project and common areas and facilities of the Township except the areas covered under the specific project, for the limited use of unit holders of all projects of the Township.
- g. **“Government”** means the Government of Uttar Pradesh;
- h. **“Project Land”** shall mean and include the land area admeasuring 38684.43 sq. meters and there about lying and situated at Emerald Gulistan, Plot No. 2, Scheme No. 39, Jajmau, Kanpur, Uttar Pradesh on which the present Phase-IV Plotted Development is being developed by the Vendor/Promoter which is more specifically described in **“Schedule A”**.
- i. **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- j. **“Rules”** shall mean the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended from time to time.
- k. **“Section”** means a Section of the Act.
- l. **“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 Vendor/ Promoter in various phases after obtaining sanctions/permits/approval etc. from applicable Statutory Authorities, including Kanpur Development Authority, Kanpur, which comprises various separate phases/ projects, now and in future, including group housing, plotting development of villas, independent floors, commercial, hospitals, club, school etc. and other various projects.
- m. **“Unit”** shall mean a piece of indivisible plot having a separate number and identity, intended and / or capable of being independently and exclusively used for residential purpose which is more specifically described in **“Schedule B”**

B. RULES FOR INTERPRETATION:

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

C. LAND TITLE DESCRIPTION: WHEREAS:

- a. The Vendor/Promoter is the absolute and lawful owner of Land admeasuring 38684.43 square meters being part of Plot No.-2, Scheme No.-39, Jajmau, Kanpur, on which this Project namely Phase-IV of Emerald Gulistan being developed by the Vendor/Promoter situated at Plot No.-2, Scheme No.-39, Jajmau, in Tehsil & District Kanpur Nagar, Uttar Pradesh, (said “Project Land”).

- b. The Vendor/Promoter is the owner and in possession of the Plot No. 2, Scheme No. 39, Jajmau, Kanpur Nagar, presently bounded above and more fully described in **Schedule 'B'** herein admeasuring 90.818 Acres situated at Jajmau, Kanpur and is developing a township project popularly known as **"Emerald Gulistan"**. However, Plots/ Independent Floors/ Units /Villas/Commercial/School etc. situated at part of Plot No. 2, Scheme No. 39, Jajmau, Kanpur, developed as Phase-1 of the Emerald Gulistan Township, have been sold by the Vendor/Promoter and thus the ownership of the such Plots/ Independent Floors/ Units /Villas etc. vests with the respective buyer(s)/allottee(s).
- c. Earlier, the Vendor/Promoter has acquired aforesaid freehold Plot No. 2 by Freehold Deed dated 14.02.2011 executed by Kanpur Development Authority in favour of Juggilal Kamlapat Cotton Spinning and Weaving Mills Company Limited (now 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 Vendor/Promoter was subsequently changed from Juggilal Kamlapat Cotton Spinning and Weaving Mills Co. Limited to J K Cotton Limited on 19.08.2013 vide Fresh Certificate of Incorporation issued by Registrar of Companies Uttar Pradesh consequent upon change of name pursuant to the Section 21 of the Companies Act, 1956 and all other applicable provisions thereto.
- e. The Vendor/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 (now Kanpur Nagar Nigam) and Kanpur Development Authority in respect of the aforesaid property and that Kanpur Development Authority has sanctioned Lay-out Plan in respect of the aforesaid property for residential purposes.
- f. The Vendor/ 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 shall be consisting of Residential Plots, Houses, Group Housing, Commercial Plots & Buildings, Multistoried Buildings, Complex, Malls, Offices, Shops, Schools, Institutions, Hospitals, Hotels, Clubs, etc. as may be decided by the Vendor/Promoter and / or its Associates from time to time.
- g. The **Emerald Gulistan** Township of the Vendor/ Promoter is being developed by the Vendor/Promoter in phased manner as per the choice and planning of the Vendor/Promoter and each such phase is independent of each other. The Vendor/Promoter has already developed and completed its first phase of plotted development as per lay out/ map/ plan of the said land vide sanction/permit No. 225/39/ BHAWAN/14-15 dated 07.01.2015 and revised sanction/permit No. 98/274/BHAWAN/14-15 dated 07.08.2015 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. Phase II of the project is also being developed by the Company as a separate and standalone project which has been duly registered under RERA bearing registration No.:UPRERAPRJ17995.
- h. The Vendor/Promoter is the absolute owner and in possession of Land Area admeasuring 38684.43 square meters on which the Project Emerald Gulistan Phase-IV, consisting of 64 plots of different dimensions and area, is being developed by the Vendor/ Promoter and there is no co-sharer or co-owner and the aforesaid Phase-IV Project area is free from all encumbrances and Vendor/ Promoter is fully authorized to sell, mortgage, gift and transfer etc. the plots being developed in its Emerald Gulistan Phase- IV plotted development project. There is no attachment order from any Court of law or taxation authorities and the Vendor/Promoter has not been restrained by any injunction order of any court from selling the said property.
- i. This Emerald Gulistan Phase-IV, Plotted Development Project (**hereinafter the "said Project"**), consisting of total 64 Plots on a total land area admeasuring 38684.43 sq meters, layout plan of which has been sanctioned by Kanpur Development Authority vide sanction / permit No. 127/1055/Bhawan/Online/2018-19 dated 29.06.2019, located in Emerald Gulistan Township, is an **Independent and Standalone Project** in itself for which endorsement has been shown in the revised sanctioned lay out plan approved by Kanpur Development Authority. However, Plot No. 56 shown in the sanctioned layout by KDA and reserved for Community Centre is not part of Phase-IV of the Project and is out of the purview of Phase-IV.

- j. The Vendor/Promoter being absolute owner having right to dispose off/ earmark / sell / lease / allot any part of the said Project including plots/ units/ common areas and all other spaces as situated in the said Project, whether in parts or full, to different Vendee(s) / Allottee(s) on '**as is where is**' basis, the Vendor/Promoter is desirous of entering into several agreements with several different Vendee(s)/Allottee(s).
- k. The said Project is earmarked for the development of residential plots which shall be used for the residential purpose only, no commercial development shall be permitted unless it is a part of the plan approved by the Competent Authority.
- l. The Vendor/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.
- m. The Vendor/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.
- n. The Vendee/Allottee had applied for a plot in the said Project vide EOI/Application no dated and has been provisionally allotted, vide Allotment Letter No.....dated....., Plot no having area of square meters (hereinafter referred to as the "said **Plot / Unit**" more particularly described in **Schedule B**.
- o. 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;
- p. 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;
- q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor / Promoter hereby agrees to sell and the Vendee/Allottee hereby agrees to purchase on "**as is where is basis**" the said Plot No admeasuring square meters (..... Square Yards) in the said project namely "**Emerald Gulistan Phase-IV**", situated at Plot No. 2, Scheme No. 39, Jajmau, Kanpur, more particularly described, detailed and bounded at the foot of this Sale Deed for a sale consideration of Rs. /- (Rupees only) as detailed in Payment Plan – Schedule C.
- r. The Vendee/ Allottee has also inspected all the relevant papers, records and documents and all sanctions, approval, layout and after having been satisfied about the title and ownership of the Vendor/Promoter, has agreed to purchase the residential Plot No agreed to be sold through this Agreement.
- s. The Vendor/Promoter has duly authorized Shri..... vide Board Resolution dated, to sign and execute this 'Agreement for Sale' on behalf of Vendor/ Promoter and to get the same duly registered in the office of Sub-Registrar, Kanpur, and to do all such acts, deeds or things necessary in respect thereof.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. TERMS:

- 1. Subject to the terms and conditions as detailed in this Agreement, the Promoter Agrees to Sell to the Allottee and the Allottee hereby agrees to purchase the Plot/Unit as specified herein below.
- 2. Both the Parties confirm that they have read and understood the provisions of Section – 14 of the Act.

3. The total Price for the Plot/Unit based on the land area is Rs.....
 (Rupees only) ("Total Price") detailed as below:
- | | |
|----------------------------------|--|
| Plot No. | |
| Type | |
| Area of the Plot | |
| Basic Sale Price | Rs.....(@Rs.....per sq.meter) |
| Maintenance Charge | @Rs...../- Per sqmeter |
| | Maintenance Charge, for the First Year after completion/occupancy certificate obtained, which has been included in the Price of the Plot/Unit. Vendor/Promoter shall bear all maintenance expenses during first year after completion / occupancy certificate obtained. One Time Interest Free Maintenance Security Deposit @ Rs.-/- (Rupees only) per sq. meter (transferable to the Association/Society/ RWA of the Allottee(s)/Vendee(s) as and when formed) |
| Present Taxes including GST | Rs..... |
| Total Price/ Sale Consideration. | Rs..... (Rupees..... only) |

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Plot/Unit.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the development/construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Unit/Plot to the Allottee and the Project to the Society/Association of Allottees/Vendees or the competent authority, as the case may be, after obtaining the completion /occupancy certificate.
 Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification:
 Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;
- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the Acts/Rules/Notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The total Price of the Plot/Unit includes recovery of price of land, construction of common areas, internal development charges, external development charges, taxes, cost of providing electrical connectivity to the Plot/Unit, 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 Plot and the Project.
- (v) The Sale Consideration/Price is escalation- free, save and except increases which the Vendee/Allottee hereby agrees to pay, due to increase on account of development fee payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Vendor/ Promoter undertakes and agrees that while raising a demand on the Vendee/ Allottee for increase in development fee, cost/ charges imposed by the competent authorities, the Vendor/Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Vendee/ Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition nor increase

any development fee after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

4. That in pursuance of the agreement and in consideration aforesaid to be paid to the Vendor/ Promoter by the Vendee/Allottee in terms of Payment Plan detailed in Schedule-C hereof, in time and without any delay or default, and subject to the terms and conditions stipulated in this Agreement, the Vendor/ Promoter agrees to sell to the Vendee/ Allottee and the Vendee/ Allottee agrees to purchase the said Plot No. admeasuringsquare meters (..... Square Yards) in the **"Emerald Gulistan Phase-IV"**, 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 Vendee/Allottee in the absolute ownership free from all encumbrances.
5. The Sale Consideration/ Price for the said Plot 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 Vendee/ Allottee in addition to the total price as per this Agreement. The Vendee/ Allottee(s) shall be liable to pay one time interest free maintenance deposit, upfront maintenance charges, stamp duty, registration charges, legal charges such as advocate fees and other expenses, society registration charges, membership fees of society, proportionate share of development charges, any other charges which may be levied. Provided that incase there is any change / modification in the taxes and cesses, the same shall be brought into effect as per the applicable laws. The Vendor/Promoter shall intimate Vendee/ Allottees, the amount payable as stated in the Payment Plan and the Vendee/Allottee shall make payment demanded by the promoter within the time and in the manner specified therein. Provided that as and when any installment becomes due, the Vendor/Promoter shall once inform the Vendee/ Allottee in writing and it shall not be obligatory on the part of the Vendor/Promoter to send further any demand notices/emails/reminders regarding the payments to be made by the Vendee/Allottee.
6. The Vendee/Allottee has paid a sum of Rs. (Rupees..... only) as booking amount/ earnest money detailed in Schedule-C of this Agreement being part payment towards the price / sale consideration of the Plot at the time of application, the receipt of which the Vendor/Promoter hereby acknowledges and the Vendee/ Allottee hereby agrees to pay the remaining price/sale consideration of the Plot as prescribed in the **Payment Plan** and as may be demanded by the Vendor/ Promoter within the time and in the manner specified therein. Provided that if the Vendee/ Allottee delays in payment towards any amount which is payable, he/she shall be liable to pay interest at the rate prescribed in the Act /Rules.
7. Subject to covenants contained in the Agreement, the Vendor/Promoter agrees and acknowledges that, the Vendee/ Allottee shall have following rights in respect of the Plot/ Unit agreed to be sold:
 - i. Exclusive ownership of the Plot.
 - ii. Undivided proportionate share in common areas. Since the share/interest of Vendee/ Allottee in common areas is undivided and cannot be divided or separated, the Vendee/ Allottee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them.
 - iii. Right to visit the project site to access the extent of development of the Project/Township and his Plot as the case may be. However, the Vendor/Promoter discourages such kind of visits by the Vendee/Allottee and his/her family members due to the risks involved at construction site. If at all the Vendee/Allottee decides to visit the site, he/she shall only do so after prior intimating the Vendor/Promoter or its site engineer and after taking due care and proper safety measures at his own responsibility. The Vendor/Promoter shall in no way, be held responsible for any accident/mishap involving the Vendee/ Allottee and his accompanying persons while visiting the site. Further the Vendor/Promoter strictly prohibits the visit of children at the project construction site.

II. **MODE OF PAYMENT:**

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

III. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

1. The Vendee/ Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Vendor/Promoter with such permission, approvals which would enable the Vendor/Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law.
2. The Vendee/ Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
3. The Vendee/ Allottee hereby declare/s, agree/s and confirm/s that the monies paid/payable by the Vendee/ Allottee towards the Plot/ Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “Money Laundering Regulations”).
4. The Vendor/Promoter accepts no responsibility in regard to matters specified here in above. The Vendee/ Allottee shall keep the Vendor/ Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Vendee/ Allottee subsequent to the signing of the Agreement, it shall be the sole responsibility of the Vendee/ Allottee to intimate the same in writing to the Vendor/Promoter immediately and comply with necessary formalities, if any, under the applicable laws.

IV. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

V. **TIME IS THE ESSENCE:**

The Vendor/Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit / Plot to the Vendee/ Allottee and the Common Areas to the

Society / Association of Vendees/ Allottees or the competent authority, as the case may be.

VI. CONSTRUCTION / DEVELOPMENT OF PLOT /PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Plot 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 in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kanpur Development Authority and shall not have an option to make any variation/alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

VII. POSSESSION OF THE PLOT/UNIT:

1. The Vendor/Promoter agrees and understands that timely delivery of possession of the Unit / Plot to the Vendee/ Allottee and the Common Areas to the Association/ Society of Vendee/ Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Vendor/Promoter assures to hand over possession of the Unit/Plot alongwith ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on or before Twenty One Months from the date of commencement of the Project, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project or delay for any reason beyond the control of the Vendor/Promoter like non availability of materials/ manpower, strike, lock out, administrative or court order, by operation of law, internal disturbances, riots, excessive rains, inundation etc. or any other act of GOD or due to any law/restriction imposed by any government/statutory authority /court or due to delay in sanction/re-sanction/revised sanction of the layout plan/ building plan/ occupancy or completion certificate by any Government/ Statutory authority etc. ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Vendee/ Allottee agrees that the Vendor/Promoter shall be entitled to the extension of time for delivery of possession of the Unit/ Plot; provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.
2. The Vendee / Allottee agrees and confirms that, in the event it becomes impossible for the Vendor/Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor/Promoter shall refund to the Vendee/ Allottee the entire amount received by the Vendor/Promoter from the allotment within 120 days from that date. The Vendor/Promoter shall intimate the Vendee/ Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Vendee/ Allottee, the Vendee/ Allottee agrees that he/she shall not have any rights, claims etc. against the Vendor/Promoter and that the Vendor/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. In case this Project is developed in phases, it will be the duty of the Vendor/Promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA/Society/Association once all phases of this Project are completed. The Vendor/Promoter shall not charge more than the normal maintenance charges from the Vendee/Allottees.
3. **Procedure for taking possession** – The Vendor/Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the Unit/Plot, to the Vendee/Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/ occupancy certificate (as applicable); Provided that, in the absence of Applicable Law the conveyance deed in favour of the Vendee/ Allottee shall be carried out by the Vendor/Promoter within 3 months from the date of issue of completion certificate/ occupancy certificate (as applicable)]. The Vendor/Promoter agrees and undertakes to indemnify the Vendee/

Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor/Promoter. The Vendee/ Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Vendor/Promoter/ Association or Society of Vendees/ Allottees, as the case may be after the issuance of the completion certificate/ occupancy certificate (as applicable) for the Project. The Vendor/ Promoter shall handover the copy of completion certificate / occupancy certificate (as applicable) of the Project/ Unit / Plot, as the case may be, to the Vendee/ Allottee at the time of conveyance of the same.

4. **Failure of Vendee/ Allottee to take Possession:** Upon receiving a written intimation from the Vendor/Promoter as mentioned hereinabove, the Vendee/Allottee shall take possession of the Unit / Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Promoter shall give possession of the Unit/Plot to the Vendee/Allottee. In case the Vendee/ Allottee fails to take possession within the time prescribed, such Vendee/ Allottee shall continue to be liable to pay maintenance charges as specified herein this Agreement.
5. **Possession by the Vendee/ Allottee**— After obtaining the completion certificate/ occupancy certificate (as applicable) and handing over physical possession of the Unit/Plot to the Vendees/ Allottees, it shall be the responsibility of the Vendor/Promoter to hand over the necessary documents and plans, including Common Areas, to the association / society of Vendees/ Allottees or the competent authority, as the case may be, as per the Applicable Law. [Provided that, in the absence of any Applicable Law, the Vendor/Promoter shall handover the necessary documents and plans, including Common Areas, to the association/society of Vendees/ Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/ occupancy certificate (as applicable)].
6. **CANCELLATION BY VENDEE/ ALLOTTEE** – The Vendee/ Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act. Provided that where the Vendee/ Allottee, proposes to cancel/ withdraw from the Project without any fault of the Vendor/Promoter, the Vendor/Promoter herein entitled to forfeit the booking amount paid for the allotment. The Vendor/Promoter shall refund 50% of the balance amount of money paid by the Vendee/ Allottee within 45 days of such cancellation/ withdrawal, without any interest, and remaining 50% on re- allotment of said Plot or at the end of 2 years from the date of cancellation, whichever is earlier. The Vendor/Promoter shall inform the previous Vendee/ Allottee, the date of re-allotment of said Plot and also display such information on official website of UP RERA on the date of re-allotment.
7. **Compensation** – The Vendor/Promoter shall compensate the Vendee / Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.
Except for occurrence of a Force Majeure even, if the Vendor/Promoter fails to complete or is unable to give possession of the Plot/Unit (i) in accordance with the terms of this Agreement, duly completed by the date mentioned hereinabove; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Vendor/Promoter shall be liable, on demand to the Vendee/ Allottee, in case the Vendee/ Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit/ Plot, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due; Provided that where if the Vendee/ Allottee does not intend to withdraw from the Project, the Vendor/Promoter shall pay the Vendee/ Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Plot/ Unit, which shall be paid by the Vendor/ Promoter to the Vendee/ Allottee within forty-five days of it becoming due.

VIII. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/PROMOTER:

1. That the Vendor/Promoter is not in any manner prohibited by any Court of law or other Revenue authority from selling or transferring the said property and the Vendor /Promoter has full right to sell and transfer the same.

2. That the Vendor/Promoter has absolute, clear and marketable title with respect to the Project Land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said land of the project.
3. That the Vendor/Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project.
4. That there are no encumbrances upon the said land of the project;
5. That the entire Township property was sold by Kanpur Development Authority to the Vendor/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 township/project land have filed false cases [Petition No. 141/70/2015 / CR No. 187/2015 and Petition No. 3213 of 2018] in order to disturb the development of the Project for vested interests. The Vendor/ Promoters are contesting the said cases. The Promoter/Vendor has not been restrained by any restraint order or injunction order of any court of law from developing/ selling or disposing of the Township / Project Land. The Vendor/Promoter is developing the Township/ Project land. However, if on account of any defect in the title of the Vendor/Promoter the Plot hereby agreed to be sold or any part thereof is taken out of the possession of the Vendee / Allottee finally under the final orders of the highest court of law then the Vendor/Promoter shall refund the total sale consideration or part thereof as the case may be to the Vendee/Allottee.
6. That all approvals, licenses and permits issued by the competent authorities with respect to the Project Land and Plot are valid and subsisting and have been following due process of law. Further, the Vendor/Promoter has been and shall, at all times, remain to be in compliance with at applicable law in relation to the said project land, Plot and Common Areas.
7. That the Vendor/Promoter has the right to enter into the Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Vendee/ Allottee created herein, may prejudicially be affected.
8. That the Vendor/Promoter has not entered into any agreement for sale/lease and/or development agreement or any other agreement / arrangement with any person or party with respect to the said land, including the project and the said Plot which shall, in any manner, affect the rights of the Vendee/ Allottee under this Agreement;
9. That the Vendor/Promoter confirms that the Vendor/Promoter is not restricted in any manner whatsoever from selling the said Plot to the Vendee/ Allottee in the manner contemplated in this Agreement.
10. That possession of the said Plot/Unit is not being handed over to the Vendee/Allottee. At the time of execution of the conveyance deed / sale deed the Vendor/Promoter shall hand over lawful, vacant, peaceful, physical possession of the said Plot to the Vendee/ Allottee and the common areas to the association of the Vendee(s)/Residents/Allottees or the competent authority, as the case may be.
11. That the subject Plot/Unit 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.
12. That the Vendor/Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to their competent authorities till the completion certificate/ occupancy certificate (as applicable) has been issued and possession of said Plot along with the common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Vendees/ Allottees and the association of Vendees/ Allottees or the competent authorities as the case may be.
13. That no notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendor/Promoter in respect of the said land and/or the said project.
14. That the Vendor/Promoter shall enable the formation of single Society/ Association of all Vendees/Allottees/Residents of the Township which is required under the provisions of the Act and the Vendee/ Allottee shall become the member of the said Society /Association.

IX. EVENTS OF DEFAULTS AND CONSEQUENCES:

1. Subject to the Force Majeure clause, the Vendor/Promoter shall be considered under a condition of Default, in the following events:
 - (i) Vendor/Promoter fails to provide ready to move in possession of the Unit / Plot to the Vendee/ Allottee within the time period specified herein above or fails to complete the Project within the stipulated time disclose at the time of registration of the project with the Authority. For the purpose of this Para, "ready to move in possession shall mean that the Unit/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 Vendor/Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the act or the rules or regulations made there under.
2. In case of default by Vendor/Promoter under the conditions listed above a non defaulting Vendee/ Allottee is entitled to the following:
 - i. Stop making further payments to the Vendor/Promoter as demanded by the Vendor/Promoter. If the Vendee/ Allottee stops making payments, the Vendor/Promoter shall correct the situation by completing the constructing milestone and thereafter the Vendee/ Allottee be required to make the next payment without any interest; or
 - ii. The Vendee/ Allottee shall have the option of terminating the Agreement in which case the Vendor/Promoter shall be liable to refund the entire money paid by the Vendee/Allottee under any head whatsoever towards the purchase of the Plot/Unit, along with interest at the rate prescribed in the rules within forty-five days of receiving the termination notice:
Provided that where the Vendee/Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Vendor/Promoter, interest at the rate prescribed in the rules, for every month of delay till the handing over of the possession of the Plot/Unit, which shall be paid by the Vendee/ Allottee within forty-five days of it becoming due.
3. The Vendee / Allottee shall be considered under a condition of default, on the occurrence of the following events:
 - i. In case the Vendee/Allottee fails to make payment for 2 (two) consecutive demands made by the Vendor/Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Vendee/Allottee shall be liable to pay interest to the Vendor/Promoter on the unpaid amount at the rate equal to MCLR (marginal cost of lending rate) on the home loan of State Bank of India +1% unless provided otherwise in the Rules. The Vendor/Promoter must not be in default to take this benefit.
 - ii. In case the default by Vendee/ Allottee under the condition listed above continues for a period beyond three (3) consecutive months after notice from the Vendor/Promoter in this regard, the Vendor/Promoter may cancel the Allotment of Plot/Unit in favor of the Vendee/Allottee and refund the money paid to him by the Vendee/Allottee by deducting the booking amount and the interest liabilities and this Agreement thereupon shall stand terminated. The Vendor/Promoter must not be in default to take this benefit. Provided that the Vendor/Promoter shall intimate the Vendee/ Allottee about such termination at least 30 days prior to such termination.
4. Other defaults on the part of the Vendee/Allottee:
 - a. After the issuance of Offer Letter for execution of Sale Deed, failure on the part of the Vendee/ Allottee to deposit the stamp duty/ registration charges/ any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the said Offer Letter;
 - b. After the issuance of said Offer Letter, the delay/failure on the part of the Vendee/ Allottee, having paid all the amounts due to the Vendor/ Promoter under this Agreement, in execution and registration of sale deed/ conveyance deed of the Plot/ Unit and/ or taking possession of Plot/ Unit within the period mentioned in said Offer Letter;

c. Breach of any other terms & conditions of this Agreement on the part of the Vendee/Allottee;

d. Violation of any of the Applicable Law on the part of the Vendee/Allottee(s). In such circumstances the Vendor/Promoter's rights/ remedies are:

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

Without prejudice to the rights of the Vendor/Promoter under this Agreement, the Vendor/Promoter shall be entitled to file/initiate appropriate compliant/proceedings against the Vendee/ Allottee(s) under the Act for default/ breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

X. CONVEYANCE OF THE PLOT/UNIT:

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

XI. MAINTENANCE OF THE SAID PROJECT/TOWNSHIP:

1. That the Vendor/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association/Society of the Vendees/ Allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance for 1 (one) year has been included in the total price of the Unit/Plot. However, if the Association / Society of the Vendees/Allottees is not formed within 1 (one) year of the issuance of completion / occupancy certificate, the The Vendor/Promoter shall be entitled to collect from the

Vendee/ Allottee amount equal to the amount of maintenance disclosed herein this Agreement + 10% in lieu of Price escalation for the purpose of maintenance for next 1 (one) year and so on. The Vendor/Promoter shall pay balance amount available with him against the maintenance charges to the Association/Society of Vendees/Allottees once it is formed.

2. That the Vendee/ Allottee along with the other vendees / residents allottees of the plots/ units in the project and with vendees / residents allottees of other projects of the township shall be under obligation to join Society/ Association of vendees/ residents/ allottees with respect to the township.
3. That for the purpose of proper management of the “**Emerald Gulistan**” Complex, one Society shall be constituted as duly registered under the Societies Registration Act, 1908. The Vendee shall automatically become member of the Society on such terms and conditions as may be prescribed and shall be bound to follow and comply all bye-laws, rules and regulations of the Society and also to obey all decisions of the Society which may be made from time to time. The Vendor/Promoter or its nominee shall be the permanent chairman of the Society.
4. That the maintenance of the “**Emerald 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 Vendor/Promoter or Society on its sole discretion. The Vendee /Allottee and all subsequent buyers shall pay proportionate cost and expenses in respect thereof on prorata basis as may be decided by the Vendor/ Promoter/ Society and demanded from time to time, if required. This will be in addition to the Interest Free Maintenance Security to be deposited by the Vendee/Allottee. Further the Vendee/Allottee agrees that the Vendor/ Promoter/Society shall, as and when required, enter into a Maintenance Agreement with the Maintenance Agency as may be appointed by the Vendor/ Promoter/ Society from time to time for the upkeep and maintenance of the said Complex including all common areas/facilities.
5. That in order to maintain security in the said Complex, the Vendor/ Promoter/ Society/ Maintenance Agency shall be free to restrict the entry of any one into the Complex whom it considers undesirable at the outer gate itself. In case of insistence, the security staff will be at liberty to call upon the Vendee/Allottee/lawful tenant/occupant to come to the gate and personally escort the person(s) from the gate to his building and assume the responsibility of escorting them out as well. The security services will be without any liability of any kind upon the Vendor/Promoter/Society. Security costs will be the part of the maintenance charges.
6. That the Vendee/Allottee shall be responsible and liable to abide by the directions / instructions / rules given / prescribed by the Vendor / Promoter / Society / Maintenance Agency for the maintenance of the premises / townships including all its common areas, roads, open areas, parks facilities, services, properties etc. and it shall also be the duty of Vendee/Allottee to ensure that his/her family members /employees/ relatives/ guests/ associates/visitor setc. visiting the Emerald Gulistan premises/township also follow and abide by directions / instructions / rules given / prescribed by the Vendor / Society / Maintenance Agency and they do not misbehave, misuse or make any damage / loss etc. to the common areas, common facilities, common services, common properties, whether movable or Immoveable, or the properties belonging to other plot/house owners /occupants/ residents in the township / project else the Vendee/Allottee shall be liable to repair / compensate and make good all such losses / damages / misuse at his own cost, expenses and charges.
7. That the Vendee/ Allottee waives his right to raise any objection with respect to any changes / modifications that may be done in the draft bye – laws and / or the rules and regulations of the Society as may be required by the Registrar of Societies or other competent Authority or the Vendor/Promoter in accordance with the requirements at the time.

XII. DEFECT LIABILITY:

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

the event of Vendor/Promoter's failure to rectify such defects within such time, the aggrieved Vendee/Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

XIII. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Maintenance Agency/Association of Allottees/Society shall have rights of unrestricted access of all Common Areas, Open Spaces, Parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter/Association of Allottees/Society and /or Maintenance Agency to enter into the Unit/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.

XIV. 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, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. 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 service.

XV. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT/PROJECT:

1. Subject to Para XII 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 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 undertaken, assures and guarantees that he/she would not put any sign-board/name -plate, neon light, publicity material or advertisement material etc. anywhere on the exterior of the Project, or Common Areas. Further the Allottee shall not store any hazardous or combustible goods in the Plot 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 association of Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

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

1. The Promoter undertaken that it has no right to make additions or to put up additional structure (s) anywhere in the Project after the layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for as provided in the Act.
2. That the Vendee has inspected all original title deeds, documents and sanctions and all plans of the Vendor/Promoter and he/she/they is/are fully satisfied with the same and also about the title and ownership of the Vendor / Promoter and all the sanctions. The Vendee /Allottee undertakes not to raise any objections or claims in respect thereof. The Vendee / 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 Vendee/Allottee has seen and understood all plans, designs, and specifications of the said Plot and the said Project.

3. That the Vendor/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 Vendor/Promoter may, at its sole option and discretion, consider necessary or as directed/ permitted by any competent authority and/ or the architect of the Vendor/Promoter at any time even after the Lay out/ map/ building plan/ floor plan/ structural design for its township complex/ plots/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 plots, apartments, floors, blocks or area of the plots/apartment/ blocks/ buildings etc. Further, the Vendor/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 Vendee/ 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 Sale Deed and without further information / intimation Vendee/ Allottee and the Vendee/Allottee hereby expressly give all his/her consent/ permission/ NOC by way of signing and submitting this Agreement. However, the subject Plot / Unit shall not be altered.
4. That the Vendee/Allottee agrees and understands the rights, title, interests, claims or concerns etc. of the Vendee/Allottee shall be strictly limited to the Plot agreed to be sold to the Vendee/ Allottee by the Vendor/Promoter in its Phase IV of Emerald Gulistan Township and to the amenities / facilities provided by the Vendor/Promoter to the owners/ residents of Phase –IV of Emerald Gulistan township and, except the plot hereby agreed to be sold, all other areas, facilities and amenities are specifically excluded from the scope of this Agreement and exclusively and absolutely belong to the Vendor/Promoter and the Vendee/ Allottee shall have no right, title, interest, claim or concern of any kind whatsoever in respect of other Phases/Parts of Emerald Gulistan Township of the Vendor/Promoter. The Vendee/ Allottee agrees and acknowledges that the ownership of such areas, facilities and amenities shall vest exclusively and absolutely with the Vendor/Promoter and their usage and manner/method of use shall be at sole discretion of the Vendor/Promoter. The Vendor/ Promoter shall have sole right and absolute authority to deal with such areas, amenities and facilities in any manner in any manner or mode which the Vendor/Promoter may deem fit and expedient.

XVIII. PROMOTER SHALL NOT MORTGAGE OR CREATE ACHARGE:

After the promoter executes this Agreement he shall not mortgage or create a change 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 taken such Plot.

XIX. 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 the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, Kanpur Nagar, as and when intimated by the 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, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

XX. ENTIRE AGREEMENT

This Agreement along with its Schedules, constitutes the entire Agreement between the Parties with respect to the subject matter thereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Plot, as the case may be. This agreement may only be amended through written consent of the parties.

XXI. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

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

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

XXIII. WAIVER NOT A LIMITATION TO ENFORCE:

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

XXIV. SEVERABILITY:

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

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

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

XXVI. FURTHER ASSURANCES

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

XXVII. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon the execution by the Vendor/Promoter through its authorized signatory at the Vendor/ Promoter's office, or at some other place, which may be mutually agreed between the Vendor/Promoter and the Vendee/ Allottee, in Kanpur after the Agreement is duly executed by the Vendee/ Allottee and the Vendor/ Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the sub-registrar, Zone-1, Kanpur. Hence this Agreement shall be deemed to have been executed at Kanpur, Uttar Pradesh.

XXVIII. NOTICES

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

Name of Vendee/Allottee

(Vendee/ Allottee Address)
M/s._____
Vendor/Promoter's name

(Vendor/Promoter Address)

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

XXIX. JOINT VENDEES/ALLOTTEES.

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

XXX. 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 for such plot shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

XXXI. 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

XXXII. 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.

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

XXIV. COVENANTS BY VENDEE/ALLOTTEE:

1. That the Vendee/ Allottee undertake/s that the said Plot/Unit shall always be used for a single residential premises only. The Vendee/ Allottee shall not carry out any commercial/professional activities nor will use the same for any other purposes which may or is likely to cause nuisance or annoyance to other occupiers or for any illegal or immoral purposes or to do or to suffer anything to be done in or about the said property or in any manner interfere with the use of space, passage or amenities available for common use. Any change in the specified use, 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 Vendor/Promoter and/or /Society/ Association /Maintenance Agency to initiate and seek appropriate remedy against the Vendee/ Allottee for such violation. Any construction proposed shall have to be approved by the Local Development Authority as per the statutes and rules of the Urban Development and Planning Act and other relevant acts. Any breach on the part of Vendee/Allottee not holds the Vendor/Promoter responsible in any way whatsoever.
2. That the Vendee/Allottee shall construct residential building on the aforesaid plot after getting building plan duly sanctioned from Kanpur Development Authority and other regulatory bodies also and after obtaining all required sanctions/ NOCs and honour all regulations that are incident on him. The Vendee /Allottee hereby undertakes not to raise any unauthorized constructions. The Vendee/Allottee shall be liable and responsible for all breaches and prosecutions and there will be no responsibility on the Vendor in respect thereof. The Vendee /Allottee shall construct ramp on the entrance gate from inside his plot and shall not cover/encroach common roads/footpath/pathway. The Vendee /Allottee shall also not cause any damage to the roads, parks and / or common areas and facilities /properties.
 3. That the Vendee/ Allottee shall not make any cuttings nor will dig or damage the roads without written permission of the Vendor/Promoter and/ or Society/Association /Maintenance Agency. The Vendor/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 Vendor/Promoter and/or the Society/ Association /Maintenance Agency.
 4. That the Vendee/ Allottee hereby covenants with the Vendor/Promoter that he/she shall comply with and carry out from time to time, all such requirements, requisitions, demands and repairs as per the rules and regulations or directives of Kanpur Development Authority / Kanpur Nagar Nigam / Kanpur Jal Sansthan / Government or any other competent authority in respect of the said Plot or the building constructed thereon at his/her/their/its cost and the Vendee/ Allottee shall keep the Vendor/ Promoter indemnified/secured and harmless against all costs and consequences and all damages arising on account of non-compliance with the said requirement, requisitions, demands etc.
 5. That the Vendee/ Allottee hereby undertakes that the Vendor/Promoter has made provision for the gate for entrance to the Emerald Gulistan Township and for the Project, the Vendee/ Allottee shall have access to their respective Plots 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 out side the campus/township/project area directly from their respective plots. The entry/exit in the entire complex/campus/project area shall be through earmarked and designated gates/ places only as decided by the Vendor/Promoter.
 6. That the Vendee/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 Vendee/Allottee or any occupier/resident of the said plot will park his car/ bike/ two wheeler and all other vehicles inside the gate of his/her plot only and shall not create any hindrance / obstruction to the peaceful enjoyment of the roads, common area / facilities by the respective plots owners/ occupiers/ residents in the said Complex of the Vendor/Promoter.
 7. That the Vendee/Allottee specifically agree/s to regularly pay directly or if paid by the Vendor/Promoter then reimburse to the Vendor/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 Plot, as the case may be as assessable/applicable in respect of the said Plot to the Vende/Allottee and the same shall be borne and paid by the Vendee/ Allottee in proportion to the area of the said Plot to the area of all the entire Plots in the said Project/ Township as determined by the Vendor/Promoter and the Vendee/ Allottee further covenants with the Vendor/Promoter to pay from time to time the amounts or dues which the Vendee/Allottee is liable to pay and to observe and perform all the covenants and conditions contained in this deed. The Vendee/Allottee further agrees to keep the Vendor/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 Vendee/Allottee and also against any loss or

damage that the Vendor/Promoter may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Vendee/Allottee.

8. That the Vendee/ Allottee shall not sub-divide or amalgamate the said Plot or part with the interest of the plot with any other Plot owner or person in the said Project/ Township without taking prior written approval of the Vendor/Promoter.
9. That the Vendee/ Allottee hereby agree/s to pay the following other charges on demand to the Vendor/Promoter:
 - i. The Electricity Load for the entire Township / Project will be obtained from concerned Electricity Authority by the Vendor/Promoter. All charges/ costs paid/ to various departments by the Vendor/Promoter for obtaining, electricity/water/ sewage installations and connectivity and charges / costs paid by the Vendor/ Promoter for installation of Transformers and distribution system for electricity supply and connectivity to the plot/unit till completion/occupancy certificate have been included in the Price/Sale Consideration of the Plot/Unit against which the Vendor/Promoter shall provide maximum Two Kilowatt demand load of electricity connection to the Vendee/Allottee. However for any additional load / increase in load of power connection, the Vendee/Allottee shall be liable to pay such additional costs / charges including security deposit etc. to the KESCO/Authorities and Vendor/Promoter as the case may be. The Vendee/Allottee has also agreed to deposit further such amounts in future for increase in the electricity load as may be required from time to time by KESCO /Vendor/Promoter.
 - ii. The Consumer (i.e. Vendee/ Allottee) shall take electricity connection for his / her respective plot/house from the appropriate authority and shall deposit connection charges including security deposit as applicable from time to time. The connection to his/her plot/house shall be given from the common supply line of Emerald Gulistan township at his/her own costs and expenses. Individual Electricity Connection charges including deposit and Meter charges, connection from the feeder pillar to the house meter, individual Water Connection charges from the Main supply line, individual Sewerage Connection charges from the said Plot to the Main Sewerage line of the Project/ Township and Storm Water Connection charges from the said Plot to the Main line of the Project/ Township and Malba charges etc. shall be borne by the Consumer (i.e. Vendee/ Allottee) and be paid to the applicable authorities / Vendor / Promoter as the case may be.
 - iii. 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 Plot/ Project/Township requiring the Vendor/Promoter to provide any improvement in the existing Infrastructure, services, pollution control devices, effluent treatment plant etc. in the said Plot/ Project/ Township then the cost of such additional services, facilities, devices, equipments etc. shall also be borne and paid by the Vendee/ Allottee in proportion to the area of said Plot to the total area of all the Plots in the said Project/ Township, as and when demanded by the Vendor/Promoter.
10. That it is clearly agreed by the Vendee/Allottee that the Vendee/Allottee shall put his personal DG Set with canopy, if any, only inside his plot / house and shall not install/ run/ use or keep the same in common areas/roads/parks/common facilities/properties and not encroach thereon. The Vendee / Allottee shall take all necessary steps to ensure that there is no air/noise pollution caused due use of his/her DG sets. The Vendee/Allottee shall abide by the rules/regulations/ bye-laws of the Vendor/ Promoter and/or Association /Society, as the case may be, as amended from time to time.
11. That the Vendee/Allottee shall not make any kind of pollution whether noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said Project/ Township; save and except at areas/places specifically earmarked for these purposes in the said Project/Township.
12. That the Vendee/ Allottee agrees and undertakes that he/she shall not display any name, address, signboard, advertisement or publicity material, bill boards, hoardings or advertisement etc. in his / her Plot/house or anywhere in the said Project/ Township. The Vendee/ Allottee, however, shall be permitted to place his/her name board at the entrance to his/her/their/its Plot/House only at the designated place specified for this purpose.

13. That the Vendee/ Allottee shall regularly review and visit the website of the Regulatory Authority to get regular updates on the status of development of the Project / Township and the Vendor/Promoter shall not be required to separately provide any updates to the Vendee/ Allottee(s) in this regard.
14. That it has been made clear by the Vendor/Promoter and understood by the Vendee / Allottee that roof top rain water harvesting is mandatory as per statutory provisions and accordingly the Vendee /Allottee has agreed to make arrangements / provisions for separate drainage, at his/her own cost and expenses, to bring down the rain water from the roof top of his house to be constructed over the plot hereby sold without mixing it with the water drained from bathrooms, kitchen or into the sewage drainage system in the houses so that rain water can reach the Storm Water Drain Catch Basins provided by the Vendor/Promoter outside the plot hereby sold for the purpose of rain water harvesting.
15. That the said Township/Complex shall always be known as **"Emerald Gulistan" and the said Project shall always be known as "Emerald Gulistan-Phase IV"** and these name shall never be changed by the Vendee/Allottee or any person claiming through him or any body 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 Vendor / Promoter /Society on such terms and conditions as may be permitted in accordance with the bye-laws of the Vendor/ Promoter/Society.
17. That all stamp duty and registration Charges and other incidental expenses have been borne and paid by the Vendee/Allottee. The deficiency in the stamp duty, if any, shall be borne by the Vendee / Allottee exclusively and the Vendor/Promoter shall not be liable or responsible in respect thereof.

18. LOAN FACILITY:

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

19. ASSIGNMENT:

The Vendee/ Allottee shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Vendor/Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. The nominee(s) shall be bound by the terms and conditions of this Agreement. The Vendee/ Allottee assures that the Vendor/Promoter shall not be liable on any account, whatsoever, in respect of any transaction between the Vendee/Allottee and his / her nominee(s). It is distinctly understood by the Vendee/ Allottee that upon

such transfer, the Vendee/ Allottee shall no more be entitled to any privileges and facilities, if any, available in the said Plot/Unit arising from the allotment of the said Plot/Unit. The terms and conditions of this Agreement, shall be binding upon the nominee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

In case the Vendee/ Allottee wants to transfer the rights under the Agreement for Sale after obtaining prior written consent of the Vendor/ Promoter to his/her spouse/ children/ parents and HUF, the Vendor/ Promoter shall not charge any Transfer Fee for such transfer. However, in case of transfers to others, the existing Vendee/ Allottee of the Plot/Unit 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 Plot/Unit to the Vendor/Promoter for each subsequent transfers. Also, in case of all subsequent sales of the said Plot, after execution and registration of Sale Deed, to subsequent buyers, the existing Vendee/ Allottee of the Plot/Unit 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.

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

SCHEDULE –A

Description of Emerald Gulistan Phase-IV Project Land situated At Emerald Gulistan Township, Plot No. 2, Scheme No. 39, Jajmau, Kanpur:

Land Areas admeasuringsq meters bounded as below:

East: 18 Meter wide Road thereafter phase II and III

West: Plot No. GH-4

North: Phase-I with 12 meter wide Road.

South: 33 KVA Sub Station, Commercial Sector Shopping and Ashiyana Houses.

Boundaries of Emerald Guistan Township. Plot NO.2. Scheme No.39. Jajmau. Kanpur:

East: Plot Block -A

West: Plots Block- A thereafter 250 ft. wide Road.

North: Plots –Block A

South: Ashiyana Houses thereafter 100 ft. Rayon Factory Road.

SCHEDULE – B

DESCRIPTION OF THE PLOT/UNIT HEREBY AGREED TO BE SOLD

Plot No....., situated in “**Emerald Gulistan Phase-IV**”, situated at Plot No. 2, Scheme No. 39, Jajmau, Kanpur, more particularly described and shown in the accompanying map to this Agreement Deed in Red Colour, admeasuring squaremeters(..... SquareYards).

Boundaries:

East -

West –

North -

South-

SCHEDULE – C PAYMENT PLAN

| SL | INSTALLMENTS DUE ON | % AGE PAYABLE |
|----|--|--|
| 1 | ON SUBMISSION OF EOI /APPLICATION FORM | UPTO 8% OF SALE PRICE |
| 2 | WITHIN 3 MONTHS OF APPLICATION | UPTO 40% OF SALE PRICE |
| 3 | WITHIN 6 MONTHS OF APPLICATION | UPTO 50% OF SALE PRICE |
| 4 | WITHIN 9 MONTHS OF APPLICATION | UPTO 70% OF SALE PRICE |
| 5 | WITHIN 12 MONTHS OF APPLICATION | UPTO 80% OF SALE PRICE |
| 6 | WITHIN 15 MONTHS OF APPLICATION | UPTO 90% OF SALE PRICE |
| 7 | WITHIN 18 MONTHS OF APPLICATION | UPTO 95% OF SALE PRICE |
| 8 | WITHIN 21 MONTHS OF APPLICATION OR WITHIN 15 DAYS OF INTIMATION (OFFER LETTER) OF EXECUTION OF SALE DEED AND OFFER OF POSSESSION WHICHEVER IS EARLIER | UPTO 100 % OF SALE PRICE INCLUDING TAXES AND OTHER APPLICABLE CHARGES LIKE IFMS, IF ANY. |

NOTES:

1. All payments shall be made through A/c Payee Cheque only favouring “**JKOTTON LIMITED - EMERALD GULISTAN (PHASE-IV)**”, payable at Kanpur, by depositingthesametotheAuthorizedPersononlyoftheVendor/Promoteratitsoffice.
2. Vendee/ Allottee shall not make any payment either by way of deposit of cash or cheque/demand draft/RTGS/NEFT etc. directly to the bank account of the Vendor/ Promoter and in that case the Vendor/Promoter shall not accept / acknowledge any such payment.
3. Interest Free Maintenance Security Deposit @ Rs (Rs. only) per square meter of the Plot agreed to be sold shall be payable through A/c Payee Cheque/DD favouring “**J.K. COTTON LIMITED - EGIEMS**”.
4. All applicable future taxes, imposed by the Government from time to time shall be borne by the Vendee/Allottee additionally.

DETAILS OF THE AMOUNT RECEIVED TILL THE DATE OF THIS AGREEMENT

| S. No. | Cheque/ DD No. | Date | Amount (Rs.) | Name of the Bank |
|--------------|----------------|------|--------------|------------------|
| 1 | | | | |
| 2 | | | | |
| Total 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 Sale Deed on the day, month and year first aforementioned.

WITNESS:

1.

VENDOR/PROMOTER

For J K Cotton Limited
Authorized Signatory

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

2.

VENDEE/ALLOTTEE

.....

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