

**UP RERA Registration No: [●]**

**UP RERA Website:** <https://www.up-rera.in/index.aspx>

**QR Code of the Project: [●]**

**Project Collection Bank A/c Details:**

Name: "Goldfinch Realty - Collection Account for Amrawati Sports City"

A/c No – 469805000070

Bank – ICICI Bank Limited, IFSC Code – ICIC0004698, Branch – Vibhuti Khand, Gomti Nagar, Lucknow

**Launch of the Project: [DATE]**

**AGREEMENT FOR SALE**

**BETWEEN**

**M/s. GODLFINCH REALTY**

**AND**

**M/s. OAKSIDE INFRACON LLP**

**AND**

**MR./MS./M/S \_\_\_\_\_**

**PROJECT – AMRAWATI SPORTS CITY**

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Agreement for Sale			
1	Ward / Pargana	Bakshi Ka Talab/Lucknow	
2	Mohalla/Village	Village- Narharpur	
3	Details of Property	Unit No: Project- Amrawati Sports City	
4	Unit of measurement	Sq. Yards	
5	Size of Unit	_____ Sq. Yards	
6	Location of Road	Sitapur- Hardoi Bypass Road Near I.I.M., Lucknow	
7	Earnest Money Paid	Rs. _____/-	
8	Total Price of the Unit	Rs. _____/-	
9	Stamp Duty	Rs. _____/-	
10	Bound By	East	
		West	
		North	
		South	

### **AGREEMENT FOR SALE**

This Agreement for Sale (“**Agreement**”) is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ at Lucknow, Uttar Pradesh,

**Between**

1. **M/s. Goldfinch Realty**, a partnership firm registered under the Indian Partnership Act, 1932, having its registered office at 301, 3<sup>rd</sup> Floor, Eldeco Corporate Tower, Vibhuti Khand, Gomti

Nagar, Lucknow-226010, and having Income Tax Permanent Account Number (PAN) - AAYFG5878L (hereinafter referred to as the “**Developer**” or the “**Promoter**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its partners, successors and permitted assigns) of the **FIRST PART** acting through its partner Mr. [●] (Aadhaar No. [●]) S/o Mr. [●] duly authorized *vide* letter of authority dated [●];

2. **M/s. Oakside Infracon LLP**, a limited liability partnership registered under the Limited Liability Partnership Act, 2008 bearing Limited Liability Partnership Identification Number (LLPIN): ACF-0961, with its registered office at Unit No 705-708, Seventh Floor, Eldeco Corporate Tower, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh, India, 226010 and having Income Tax Permanent Account Number (PAN): AAIF03925E (hereinafter called the “**Oakside**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **SECOND PART**, acting through its authorized signatory/designated partner, Mr. [●], (Aadhaar No. [●]), S/o. [●], duly authorized *vide* a resolution passed in a meeting of its designated partners/partners dated [●].

**AND**

3. Mr./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_), (PAN: \_\_\_\_\_) S/o/ W/o/ D/o Mr. \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_, (hereinafter referred to as the “**Allottee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her respective legal heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

**OR**

***[If there are more than one Allottee as Individual]***

Mr./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_), (PAN: \_\_\_\_\_) S/D/W/o Mr. \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_;  
Mr./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_), (PAN: \_\_\_\_\_) S/D/W/o Mr. \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_; and Mr./Ms. \_\_\_\_\_ (PAN: \_\_\_\_\_) S/D/W/o Mr. \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_ (hereinafter collectively referred to as the “**Allottee(s)**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective legal heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

OR

**[If the Allottee is a company]**

M/s. \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956/2013 with Corporate Identification Number (CIN): \_\_\_\_\_, having its registered office at \_\_\_\_\_ and having income tax permanent account number (PAN): \_\_\_\_\_ (hereinafter referred to as the “**Allottee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest and permitted assigns) of the **THIRD PART**, acting through its authorized signatory Mr. \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_), S/o Mr. \_\_\_\_\_, duly authorized *vide* a resolution of its board of directors dated \_\_\_\_\_.

OR

**[If the Allottee is an LLP]**

M/s. \_\_\_\_\_, a limited liability partnership firm registered under the Limited Liability Partnership Act, 2008 with Limited Liability Partnership Identification Number (LLPIN): \_\_\_\_\_, with its registered office at \_\_\_\_\_ and having income tax permanent account number (PAN): \_\_\_\_\_ (hereinafter referred to as the “**Allottee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest and permitted assigns) of the **THIRD PART**, acting through its partner Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_), S/o Mr. \_\_\_\_\_, duly authorized *vide* resolution passed in the meeting of its partners on \_\_\_\_\_.

OR

**[If the Allottee is a Partnership]**

M/s. \_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 (Registration No. \_\_\_\_\_ with the Registrar of Firms & Societies \_\_\_\_\_), having its principal place of business at \_\_\_\_\_ and having income tax permanent account number (PAN): \_\_\_\_\_ (hereinafter referred to as the “**Allottee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the partners for the time being of the said Partnership, the survivor or survivors of them and their respective legal heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD PART**, acting

through its partner Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_), S/o Mr. \_\_\_\_\_, duly authorized *vide* letter of authority dated \_\_\_\_\_.

**OR**

**[If the Allottee is a HUF]**

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_), S/o Mr. \_\_\_\_\_ aged about \_\_\_\_\_ years for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business/residence at \_\_\_\_\_ and having income tax permanent account number (PAN): \_\_\_\_\_ (hereinafter referred to as the “**Allottee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the members or member for the time being of the said HUF, and their respective legal heirs, executors, administrators and permitted assigns) of the **THIRD PART.**

The Developer, Oakside and the Allottee(s) shall hereinafter collectively be referred to as the “**Parties**” and individually as the “**Party.**”

**WHEREAS:**

- A. The Developer is in the process of developing a plotted housing project in the name and style of “**Amrawati Sports City**”, (hereinafter referred to as the “**Project**”) on a land parcel admeasuring 15.29 acre, situated at Sitapur-Hardoi Bypass Road, near I.I.M., Lucknow, Revenue Village-Narharpur, Tehsil-Bakshi Ka Talab (BKT), District-Lucknow, Uttar Pradesh (hereinafter referred to as the “**Land**”).
- B. The Developer and Oakside are the absolute owners of the entirety of the Land and have entered into a consortium agreement dated 16.04.2025, (hereinafter collectively referred to as the “**Consortium Agreement**”), *vide* which the Developer was designated as lead member of the Consortium for the purposes of development of the Project. The Consortium Agreement is registered with the office of the Sub-Registrar, District- Sadar-III, Lucknow as Document No. 144 in Book No. 4, Volume No. 733 at Page No. 327 to 346 on 16.04.2025.
- D. The Developer has obtained approval for the layout plan in respect of the Project from Lucknow Development Authority *vide* Permit No. Plotted Resi Development/Plotted Housing/14390/LDA/LD/24-25/2985/24122024 dated 07.01.2025 (hereinafter referred to as “**Approved Project Plan**”).
- E. The Developer has registered the Project under the provisions of the Act (*defined hereinbelow*) with the Authority (*defined hereinbelow*) at Lucknow on \_\_\_\_\_ under registration no.

\_\_\_\_\_ The details of the Project are available at the website of the Authority at <https://www.up-rera.in/index.aspx>.

- F. Each of the Parties represent to the other that it is fully competent to enter into and perform this Agreement and has requisite corporate and other authorities to enter into and perform this Agreement.
- G. The Allottee(s) has perused all the relevant documents in relation to the Project, and is fully satisfied with the rights and obligations of the Developer in respect of the Unit, Project and the Land. It is only after satisfying itself, that the Allottee(s) has agreed to purchase the Unit in the Project.
- H. The Allottee(s) had applied for the allotment of the Unit *vide* Application Form [●] dated [●] (hereinafter referred to as the “**Application Form**”) and has been allotted the Unit *vide* Allotment Letter dated [●]. The details of the Unit are more particularly described in **SCHEDULE I** attached hereto, which are accepted and agreed by the Allottee(s).
- I. The Allottee(s) is/are aware that the Developer shall be applying for and thereafter will receive the permission, from state electricity boards, water boards or from any other body/commission/regulator/licensing authority constituted by the Government (*defined hereinbelow*) for such purpose, to receive and distribute supply of electrical energy, water supply and other utilities in the Project, under prevailing rules and bye-laws of the Government and the costs associated to the said activity shall be borne by all the allottees in the Project proportionately.
- J. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein.
- K. The Allottee(s) acknowledges and confirms that the Developer has not induced the Allottee(s) for purchasing the said Unit and the Allottee(s) further acknowledges and confirms that it is entering into this Agreement out of their/its own free will and after fully understanding all aspects of the Project and the Land.
- L. The Allottee(s) further understands the financial implications of entering into this Agreement. The Allottee(s) understands and acknowledges that making payments as per the Payment Plan (*defined hereinbelow*) is of utmost importance for development of the Unit and the Project and any failure by the Allottee(s) in making such payments shall have an adverse impact on the ability of the Developer to develop the Project as per the agreed timelines.
- M. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable and related to the Project.

- N. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- O. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Developer and Oakside hereby agree to sell and the Allottee(s) hereby agrees to purchase the Unit.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions and understandings set forth hereunder and other good and valuable considerations (the receipt and adequacy of which are hereby mutually acknowledged), the Parties, with the intent to be legally bound, hereby agree as follows:

**1. DEFINITIONS**

For the purpose of this Agreement, unless the context otherwise requires-

- 1.1. “**Act**” shall mean the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) as amended from time to time;
- 1.2. “**Additional Charges**” shall have the meaning ascribed to it in Clause 2.3 of this Agreement;
- 1.3. “**Agreement**” shall mean this Agreement for Sale (including its recitals and annexure) which is entered into between the Parties hereto, as amended, novated, altered, modified by the Parties from time to time;
- 1.4. “**Approved Project Plan**” shall have the meaning ascribed to it in Recital Clause D of this Agreement;
- 1.5. “**Applicable Laws**” shall mean any statute, law, enactment, regulation, ordinance, policy, treaty, rule, judgment, circulars, notification, rule of common law, order, decree, by-law, license, directive, writs, guideline, injunctions, binding government policies and approvals, licenses, requirement or other governmental or regulatory restriction or condition, or any similar form of decision, or determination, or interpretation, having the force of law in India, whether in effect as on the date of execution of this Agreement or thereafter;
- 1.6. “**Association of Allottees**” shall mean an association or society or a cooperative society, as the case may be, of the unit owners formed in accordance with the Applicable Laws;
- 1.7. “**Authority**” shall mean Uttar Pradesh Real Estate Regulatory Authority;

- 1.8. **“Consortium Agreement”** shall have the meaning as ascribed to it in Recital Clause B of this Agreement;
- 1.9. **“Conveyance Deed”** shall mean the conveyance deed executed between the Parties and duly registered after the offer of possession of the Unit for the purpose of conveying the ownership of the Unit over to the Allottee(s);
- 1.10. **“Default”** shall have the meaning as ascribed to it in Clause 17.1 of this Agreement;
- 1.11. **“Deemed Date of Possession”** shall have the meaning as ascribed to it in Clause 7.8 of this Agreement;
- 1.12. **“Earnest Money”** shall mean the amount paid by the Allottee(s) at the time of submitting the Application Form for registration for allotment of the Unit with the Developer/its nominee;
- 1.13. **“Force Majeure”** shall mean any event or circumstance or combination of events or circumstances beyond the control of a Party which (a) are beyond the control of a Party, (b) could not have been prevented by exercise of reasonable diligence or overcome by exercise of due diligence and good industry practice, (c) despite the adoption of reasonable precaution and/or alternative measures, could not be prevented or caused to be prevented, (d) has not arisen or occurred because of any action or inaction on the part of the Party claiming benefit of such force majeure event, and which materially and adversely affects a Party’s ability to perform its obligations under this Agreement, but only if and to the extent that such events and circumstances pertain to the Project or have a direct effect on the Project, including without limitation to the following events or circumstances:
- 1.13.1. Act of God like earthquake, flood, inundation and landslide;
  - 1.13.2. Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances or other natural disaster;
  - 1.13.3. Fire caused by reasons not attributed to the Party claiming the benefit of such event;
  - 1.13.4. Acts of terrorism;
  - 1.13.5. Change in the Applicable Laws;
  - 1.13.6. Orders of any court of law or tribunal or governmental authority, which prohibits or stays the construction, development, sales or marketing of the Project, and which is not attributable to any act or omission of the Party claiming the benefit of such event;
  - 1.13.7. Strikes, labour, disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Party claiming the benefit of such event or any other calamity caused by nature affecting the regular development of the Project;



- 1.13.8. War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, civil commotion or disorder, enemy or terrorist action, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions;
- 1.13.9. Any spread of disease declared as epidemic or pandemic, such as COVID-19;
- 1.13.10. Any lockdown or curfew declared by the governmental authorities due to any disease like Covid-19 or for any other reason;
- 1.13.11. Non receipt of any due instalment by 30% or more of the allottees in the Project on due date of payment of such instalment.
- 1.14. **“Government”** shall mean the State Government of Uttar Pradesh;
- 1.15. **“Indemnified Person”** shall have the meaning as ascribed to it in Clause 15.11 of this Agreement;
- 1.16. **“Land”** shall have the meaning ascribed to it in Recital Clause A of this Agreement;
- 1.17. **“Payment Plan”** shall mean the payment plan set out in **SCHEDULE II** of this Agreement as amended, in terms of Clause 2.7 of this Agreement;
- 1.18. **“Unit”** shall mean a Unit in the Project, more particularly described in **SCHEDULE I** of this Agreement;
- 1.19. **“Project”** shall mean as per Recital Clause A, a plotted development project under the name and style of **“Amrawati Sports City”** comprising of residential plots, open and green spaces being developed by the Developer on the Land;
- 1.20. **“Rules”** shall mean Real Estate (Regulation and Development) Rules, 2016 issued by the Authority, as amended from time to time;
- 1.21. **“Regulation”** shall mean a regulation made/issued under the Act;
- 1.22. **“Taxes”** shall mean and include goods and service tax, all governmental taxes, charges, fees, levies, duties, penalties, interest etc.;
- 1.23. **“Total Price”** shall have the meaning ascribed to it in Clause 2.4 of this Agreement.

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

## 2. **TERMS:**

- 2.1. Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell the Unit as per the Approved Project Plan to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Unit from the Developer.
- 2.2. Both the Parties confirm that they have read and understood the provisions of Section 14 of the Act.
- 2.3. The purchase price of the Unit is inclusive of Basic Sale Price (BSP), Preferential Location Charges (PLC)(if any), applicable Taxes, External Development Charges (EDC) or rural development charges, as the case maybe, External Electrification Charges (EEC), other cess and government levies payable to statutory authorities or agencies (hereinafter referred to as “**Purchase Price**”). The Purchase Price of the Unit is excluding Sewer/Water/ Electricity Connection Charges, Interest Free Maintenance Security (IFMS) and monthly maintenance charges, which I/we would be obligated to pay as and when demanded by the Developer and also excluding the applicable stamp duty, registration etc., related to the Unit which I/we would be obligated to pay as and when demanded by the Developer (hereinafter referred to as the “**Additional Charges**”).
- 2.4. The total amount payable by the Allottee(s) in pursuance of this Agreement to the Developer towards the Purchase Price and Additional Charges (collectively referred to as the “**Total Price**”) is as under:

Particulars	As per Applicable Price List	Remarks
<b>(A) Purchase Price of the Unit</b>		
1. Basic Sale Price (BSP) @ Rs. _____/- per sq. yd.	Rs. _____/-	
2. Preferential Location Charges (PLC)	Rs. _____/-	
a. Green Adjacent/Green Facing @ _____% of BSP		
b. Green Adjacent & Facing @ _____% of BSP		
c. 12 mtr. Road facing @ _____% of BSP		
d. 18 mtr. & above road facing @ _____% of BSP		
e. Corner @ _____% of BSP		
3. External Development Charges @ _____/- per sq.yd.	Rs. _____/-	

4. External Electrification Charges @ _____/sq.yds.	Rs. _____/-	
5. Government Cess and Levies	Rs. _____/-	
<b>(B) Additional Charges</b>		
1. Interest Free Maintenance Security (IFMS) Deposit .	To be decided at the time of offer for possession.	
2. Sewer Connection Charges	Rs. _____/-	
3. Water Connection Charges	Rs. _____/-	
4. Electricity Connection Charges	Rs. _____/-	
5. Other Charges (if any)	Rs. _____/-	
Total (A+B): Amount in Figure	Rs. _____/-	
<b>(C) Taxes, if any</b>		
<b>GRAND TOTAL A+B+C</b>		
Amount in Figure: Rs. _____/-		
Amount in Words: Rupees _____ only		
Booking Through	Dealer Name: Stamp of Dealer:	Direct

**Explanation:**

- The Total Price above includes the Earnest Money of Rs. [●]/- (Rupees [●] only) paid by the Allottee(s) to the Developer towards the purchase of the Unit.
- The Allottee(s) shall deduct a sum of 1% as per Section 194-IA of the Income Tax Act, 1961, from the purchase price which amounts to Rs. \_\_\_\_\_/- as TDS and shall deposit the same with the Income Tax Authorities. The Allottee(s) shall provide to the Developer original copies of the challans generated consequent to deposit of the TDS,

as above. If such challans are not provided, then such amount shall not be considered as received by the Developer and shall remain payable by the Allottee(s) to the Developer.

- c. The Total Price is towards consideration of the Unit and also for right to use the common areas, internal development charges, Taxes (as applicable on the date of this Agreement), infrastructure augmentation charges, external development charges, Taxes/fees/levies etc., cost of providing electric wiring, electrical connectivity to the Unit and fire-fighting equipment in the common areas, IFMS as per the terms of this Agreement.
- d. The Purchase Price is inclusive of Basic Sale Price (BSP), Preferential Location Charges (PLC)(if any), applicable Taxes, External Development Charges (EDC) or rural development charges, as the case maybe, External Electrification Charges (EEC) other cess and government levies. The Purchase Price of the Unit is excluding the Additional Charges and Taxes applicable on such Additional Charges which will be applicable at the time of offer of possession and other charges and expenses which the Allottee(s) agrees to pay for execution and registration of this Agreement, the Conveyance Deed and other documents in respect of the Unit.
- e. The Allottee(s) further understands and agrees that for maintenance of common areas of the Project, the Allottee(s) shall sign and execute separate agreement(s) on such terms and conditions as may be required which shall include payment towards maintenance charges which shall not form part of the Total Price.
- f. The Total Price as mentioned above includes Taxes which may be levied, in connection with the Unit in the Project paid/payable by the Developer up to the date of issue of offer of possession of the Unit to the Allottee(s), after obtaining the necessary approvals from competent authority for the purposes of such possession, provided that:
  - i. in case there is any change/modification in Taxes, the subsequent amount payable by the Allottee(s) to the Developer shall be increased/reduced based on such changes/modifications;
  - ii. if there is any increase in the Taxes after the expiry of the scheduled date of completion of the Unit in the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority as per the Act, the same shall not be charged from the Allottee(s);
  - iii. all charges/fees imposed upon by the competent authorities levied by whatever name called or in whatever form and with all such conditions imposed by the competent authorities shall be payable by the Allottee(s), as and when demanded by the Developer.

- iv. if such charges/fees are increased/demanded (including with retrospective effect) after execution of the Conveyance Deed, the Allottee(s) agrees to pay such charges directly to the government/competent authority or to the Developer, following an intimation/ demand by the Developer. The Allottee(s) agrees that the Developer shall have the first charge and lien on the Unit to the extent of unpaid amount, as above.
  - v. all such Taxes, payable to the governmental / regulatory / administrative authorities which are made applicable post the date of application shall be paid by the Allottee(s) as and when demanded by the Developer and shall be deemed to be a part of the Total Price.
  - vi. the Allottee(s) shall pay directly or if paid by the Developer, then reimburse to the Developer, on demand, government rates, cesses, Taxes of all and any kind by whatever name called, levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc., whether levied or leviable now or in future in respect of the Unit in the Project and the same shall be borne and paid by the Allottee(s).
  - vii. Charges and costs stipulated in Clause 2.5 below shall be borne by the Allottee(s) over and above the Total Price.
- 2.5. The Allottee(s) expressly understands, agrees and acknowledges that the Total Price are fixed in view of the current charges, levies, Taxes, cess, shulka imposed by the governmental authorities and in the event such charges, levies, Taxes, cess and shulka and components of such nature are increased by the governmental authorities in future, then such increased amounts shall be payable by the Allottee(s) without any delay whatsoever. It is further accepted and acknowledged by the Allottee(s) that the Developer shall not be liable to pay such increased amounts.
- 2.6. The Developer shall periodically intimate in writing to the Allottee(s), the amount payable as stated in Clause 2.4 and Clause 2.5 above and the Allottee(s) shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee(s) the details of the Taxes/fees/charges/levies etc., paid or demanded along with the acts/rules/notifications together with dates from which such Taxes/fees/charges/ levies etc., have been imposed or become effective.
- 2.7. The Allottee(s) shall make the payment of the Total Price as per the Payment Plan set out in **SCHEDULE II** attached hereto (hereinafter referred to as the “**Payment Plan**”). Timely payment as per the Payment Plan is the essence of this Agreement and breach of it shall

constitute a material breach of the terms of this Agreement by the Allottee(s). It is incumbent on the Allottee(s) to comply with the terms of payment and other terms and conditions of this Agreement. The Allottee(s) understands that the development of the Project is dependent upon timely payment of the payments due as per the Payment Plan and any delay on the part of the Allottee(s) in making payments of the payments due including default in payment by more than 30% of the allottees for any specific installment shall be treated as Force Majeure which will have an adverse effect on the development of the Project and the Unit.

- 2.8. The Allottee(s) acknowledges and agrees that the Approved Project Plan has already been approved by Lucknow Development Authority, Uttar Pradesh. However, the Developer may affect or if so, required by any regulatory/governmental authorities or otherwise make suitable alterations in the Approved Project Plan of the Unit and/or the Project which may include change in the area, number, location etc., of the Unit. In regard to all such changes, the opinion of the Developer's architect(s) and consultant shall be final and binding upon the Allottee(s). Further, the Developer reserves the right to suitably amend the terms and conditions as specified herein in the event the Developer deems such amendment reasonably necessary in light of certain conditions imposed by any regulatory/governmental authorities as part of grant of approval to any plans or proposals of the Developer or otherwise on account of any change in Applicable Laws including the Act. The Allottee(s) hereby gives his/her/their/its informed consent to the Developer for modifying/altering the Approved Project Plan for the purpose of betterment of the Project.
- 2.9. The Allottee(s) expressly agrees and acknowledges that, subject to the provisions of the Act, the Developer has all the rights to affect suitable necessary alterations in the Approved Project Plan of the Project, if and when found necessary. If there is any change in the Approved Project Plan of the Project owing to which there is any increase/decrease in the area of the Unit, the rate per sq. yd. and other charges will be applicable to the changed area i.e., at the same rate at which the Unit was booked. If the said area is reduced to change in the Approved Project Plan of the Project (fully or partially), the Developer shall adjust the extra amount received from the Allottee(s) towards future instalments to be paid as per the Payment Plan and in case any amount is left as balance after such adjustment, that shall be refunded to the Allottee(s) by the Developer. In case the aforesaid area is increased or the space becomes preferentially located due to such change in the Approved Project Plan of the Project, the Developer shall recover from the Allottee(s), the additional price, preferential location charges and other proportionate charges without interest, as the case may be. Such change in the Payment Plan shall be intimated by the Developer to the Allottee(s).
- 2.10. Subject to Clause 9 of this Agreement, the Developer agrees and acknowledges that the Allottee(s) shall have the right to the Unit as mentioned below:
  - a. The Allottee(s) shall have exclusive ownership of the Unit;

- b. The Allottee(s) shall also have a right in the common areas as provided under the Rules. The Allottee(s) shall use the common areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the common areas to the Association of Allottees/ competent authorities/ maintenance agency as appointed by the Developer after duly obtaining the completion certificate/part completion from the competent authority, as the case may be as provided under the Rules. In case such Association of Allottees/competent authority/ maintenance agency is not willing to take over the maintenance of the Project, then in such case the Developer shall continue to provide maintenance services on terms as may be set out in the maintenance agreement;
  - c. The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project. However, the Developer shall have an absolute discretion to allow or deny visits of the Allottee(s) on the Project site keeping in view the safety and well-being of the Allottee(s) and decision of the Developer in this regard shall be final and binding on the Allottee(s).
- 2.11. The Developer agrees to pay all outstanding payments before transferring the physical possession of the Unit to the Allottee(s), which it has collected from the Allottee(s), for the payment of such outstanding (including land cost, ground rent, municipal or other local Taxes/charges/levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer fails to pay all or any of the outstanding(s) collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee(s), the Developer agrees to be liable, even after the transfer of the Unit, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken by such authority or person.
- 2.12. The Allottee(s) understands and acknowledges that pursuant to the Act, this Agreement is required to be registered with the concerned registrar of assurances. Accordingly, the Allottee(s) undertakes and agrees to make himself/herself/itself/themselves available at such time and place as the Developer request for the purpose of registration of this Agreement.
- 2.13. The Allottee(s) agrees that non-registration of this Agreement due to any act or omission of the Allottee(s) shall not restrict/prohibit/impede the ability of the Developer to demand payments from the Allottee(s) as per the Payment Plan and all provisions which are applicable to the payment of installments as per the Payment Plan shall remain binding on the Allottee(s) irrespective of the fact of non-registration of this Agreement.

- 2.14. The Allottee(s) further undertakes and agrees to pay to the Developer all expenses like stamp duty, registration charges, any other charges, in advance, as and when demanded by the Developer, for the purposes of registration of this Agreement, Conveyance Deed and other documents in respect of the Unit.
- 2.15. Notwithstanding anything to the contrary, the Allottee(s) acknowledges that any failure of the Allottee(s) to pay any amount due under this Agreement shall not restrict/prohibit/impede the ability of the Developer to demand payments from the Allottee(s) as per the Payment Plan and all provisions which are applicable to the payment of installments as per the Payment Plan shall remain binding on the Allottee(s).
- 2.16. If the Allottee(s) is/are availing any credit facility/loan from any bank/financial institution/other entity for purchase of the Unit, then the same shall be the sole responsibility of the Allottee(s) and any delay in sanction/disbursement of such credit facility/loan by such bank/institution/entity to the Allottee(s) shall not be a valid reason for delay in making payments as per the Payment Plan and the Developer shall not be obligated to alter the Payment Plan to accommodate the Allottee(s).
- 2.17. The Allottee(s) understands and acknowledges that this Agreement is limited in its scope to the sale of Unit only. The Allottee(s) further understands and acknowledges that it shall only have a right to use the common areas in the Project and shall not have any ownership rights therein in any circumstances.
- 2.18. The Allottee(s) further undertakes to abide by all laws, rules and regulations, as may be applicable, for the purposes of any future development of Unit and Allottee(s) undertakes not to create obstructions/impediments in usage of common areas, roads, green areas etc., by other occupants of the Project at any time.
- 2.19. The Allottee(s) agrees, undertakes and expressly acknowledges that in case he/she/they/it fails to make payment of 2 (two) consecutive demands made by the Developer as per the Payment Plan opted for by the Allottee(s), despite having been issued notice in that regard and if the default continues for a period beyond 3 (three) consecutive months, the Developer may, after serving for 30 (thirty) days' notice on the Allottee(s), cancel the allotment of the Unit in favour of the Allottee(s) and refund the 50% of the money paid by the Allottee(s) after deducting the Earnest Money, accrued interest, taxes and brokerage paid by the Developer in respect of the Unit within a period of 45 (forty-five) days from the date of such cancellation and the balance 50% shall be paid by the Developer to the Allottee(s) within a period of 45 (forty-five) days from the date of allotment of the Unit to any other allottee(s) which shall not be later than 1 (one) year from the date of cancellation of the Unit.



- 2.20. It is understood and acknowledged by the Allottee(s) that the amount paid, if any, over and above the Earnest Money shall be refunded by the Developer without interest after adjustment of interest accrued on the delayed payment(s), brokerage paid, if any, and/or any other charges due from the Allottee(s). In case of such cancellation, the Developer shall be entitled to deal with the Unit as it deems appropriate and the Allottee(s) shall not be entitled to raise any objection to the same. The Allottee(s) further undertakes to return all original documents viz. original receipts, allotment letter, this Agreement etc., to the Developer, within 3 (three) days of such cancellation (as intimated by the Developer) prior to the payment of any amount, if applicable, due by the Developer to the Allottee(s). Following such cancellation, the Allottee(s) shall cease to have a right or interest in the Unit and the Developer shall be free to deal with the Unit as it deems appropriate.
- 2.21. The Allottee(s) hereby irrevocably grants a power of attorney in favour of the Developer to execute and register a cancellation deed, in the event of termination of this Agreement due to a breach by the Allottee(s) of his/her/its/their obligations under this Agreement.

### 3. **CONSIDERATION AND OTHER PAYMENTS**

- 3.1. Subject to the terms of the Agreement, the Allottee(s) shall make all payments on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favor of “**M/s Goldfinch Realty- Collection Account for Amrawati Sports City**” payable at Lucknow or RTGS/NEFT in favor of “**M/s Goldfinch Realty- Collection Account for Amrawati Sports City**”, A/c No – **469805000070**, Bank – **ICICI Bank Ltd., IFSC Code – ICIC0004698**, Branch – **Vibhuti Khand, Gomti Nagar, Lucknow**.
- 3.2. In case the Allottee(s) makes payment to the Developer, pursuant to this Agreement, through cheque which is not honored by the payee bank on presentation by the Developer, all charges paid by the Developer to its bank due to dishonor of the said cheque shall be payable by the Allottee(s) to the Developer within 3 (three) days of demand raised by the Developer.
- 3.3. Also, the Allottee(s) shall be solely liable to pay all banking charges levied by the bank of the Developer while receiving the payment from the Allottee(s) pursuant to this Agreement.
- 3.4. The Allottee(s) shall pay the aforesaid amount to the Developer within 3 (three) days of demand raised by the Developer. For the sake of abundant caution, it is being clarified that the Developer shall only acknowledge the receipt from the Allottee(s) of such amount as is actually credited into its bank account.
- 3.5. In case of any delay in payments required to be made by the Allottee(s) pursuant to Clauses 3.1, 3.2, 3.3. and 3.4, the Allottee(s) shall be liable to pay interest on the defaulted amount

to the Developer as per the applicable rates (as prescribed in the Act, Rules and Regulations) for the period of delay beyond the due date of payment till date of receipt of payment by the Developer.

- 3.6. The Allottee(s) agrees to pay all charges/fees as and when demanded by the Developer, if imposed upon by the relevant authorities levied by whatever name called or in whatever form and with all such conditions imposed by such authorities. If such charges/fees are increased/demanded (including with retrospective effect) after execution of the Conveyance Deed, the Allottee(s) agrees to pay such charges directly to the relevant authority or to the Developer following a demand by the Developer.
- 3.7. The Allottee(s) agrees and undertakes that all those charges, payments, levies, Taxes, cess, duties etc., payable to the governmental/ regulatory/ administrative authorities which are made applicable post the date of submission of the Application by the Allottee(s) for registration for allotment of the Unit shall also be paid by the Allottee(s) as and when demanded by the Developer and shall be deemed to be a part of the Total Price.
- 3.8. The Allottee(s) shall pay directly, or if paid by the Developer, then reimburse to the Developer, on demand, government rates, Taxes or cesses, Taxes of all and any kind by whatever name called, levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc., whether levied or leviable now or in future on the Project or the Unit, as the case may be, and the same shall be borne and paid by the Allottee(s).
- 3.9. The Allottee(s) agrees that time is the essence with respect to the Allottee(s) obligations to make the payment as set out in the Payment Plan along with other payments such as applicable stamp duty, registration fee and other charges that are more particularly set out in this Agreement, to be paid on or before due date or as and when demanded by the Developer, as the case may be, and also to perform or observe all the other obligations of the Allottee(s) under this Agreement. The Allottee(s) further agrees and acknowledges that in the event it delays making payment of any agreed amount payable on its due date, the Allottee(s) shall also be obligated to pay interest on such delayed amount at such rate as may be prescribed under the Act read with the Rules, calculated from the due date of payment of such amount till the date when payment is received by the Developer.
- 3.10. The Allottee(s) agrees and undertakes to pay all rates, Taxes, charges and assessments leviable by whatever name in respect of the Unit levied by any governmental authority/and other statutory authorities.
- 3.11. The Developer shall not be responsible towards any third party making payment/remittances on behalf of the Allottee(s) and such third party shall not have right in or over the Unit. The

Developer shall issue receipts for payment of consideration and other charges, pursuant to this Agreement, in favor of the Allottee(s) only.

#### 4. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 4.1. The Allottee(s), if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other Applicable Laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc., and provide the Developer with such permission, approvals which would enable the Developer to fulfil its obligations under this Agreement. Any delay in obtaining consents, approvals or permissions of the regulatory authorities/ Reserve Bank of India/FIFP, etc., shall not be an excuse for not making payments hereunder or delay in making such payments. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Laws. The Allottee(s) understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 4.2. The Developer accepts no responsibility in regard to matters specified in Clause 4.1 above. The Allottee(s) shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Developer immediately and comply with all necessary formalities as specified and under the Applicable Laws.
- 4.3. The Allottee(s) hereby declares, agrees and confirms that the moneys paid/payable by the Allottee(s) under this Agreement towards the said Unit shall not be made out of any proceeds of crime under the applicable law and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, Prevention of Corruption Act, 1988, Benami Transactions (Prohibition) Act, 1988, including the rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively referred to as the “**Anti Money Laundering Laws**”).
- 4.4. The Allottee(s) further agrees and confirms that in case, the Developer is notified by the statutory authorities of any instance of violation of Anti- Money Laundering Laws, then the Developer shall, at its sole discretion, be entitled to cancel/terminate this Agreement and

remit the amounts paid by the Allottee(s) to the concerned statutory authority, if demanded, and/or forfeit balance amount, if any, as compensation towards such violation by the Allottee(s). Upon such termination, the Allottee(s) shall neither be left with any right, title or interest in the said Unit nor have any claim/demand against the Developer, which the Allottee(s) hereby unequivocally agree(s) and confirm(s).

- 4.5. The Allottee(s) hereby irrevocably grants a power of attorney in favour of the Developer to execute and register a cancellation deed, in the event of termination of this Agreement due to a breach by the Allottee(s) of his/her/its/their obligations under Para 3.2 and 3.3 of this Agreement.
- 4.6. In the event of any legal proceedings commenced against the Allottee(s) under the Anti-Money Laundering Laws involving the said Unit, the Allottee(s) shall at all times keep the Developer and its affiliates/directors/employees harmless and indemnified against any litigation initiated by any statutory authority, cost/expense incurred during such litigation/proceedings, penalty, any third party claim and further compensation towards the loss of reputation of the Developer or its affiliates/directors/employees.

## **5. ADJUSTMENT/ APPROPRIATION OF PAYMENTS**

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

## 6. DEVELOPMENT OF THE PROJECT

- 6.1. The Allottee(s) acknowledges and confirms that it has seen the Approved Project Plan, site of the Project and the location where the Unit is located and has accepted the same.
- 6.2. The Developer shall develop the Project in accordance with the bye-laws and provisions prescribed such as building code, if any, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration under the Act etc., and shall carry out the general and/or common jobs including water supply, water pipe, electricity connections, drainage, sewerage, paving, compound wall etc. and effectively complete the Project and obtain Completion Certificate from the relevant authorities etc.
- 6.3. THAT the Allottee(s) understands the Land forms an integral part of a larger parcel of land admeasuring [●] acres. The Allottee(s) acknowledges that the Developer shall undertake development and construction activities on the Project, the Land, and in the surrounding areas over a period of time. The Allottee(s) agrees and confirms that the Developer may, at its discretion, launch additional projects or further phases of the Project. The Allottee(s) further agrees and confirms that he/she/it/they shall not raise any objection or withhold or default on payment of maintenance charges or any other charges payable by the Allottee(s), on account of any inconvenience caused due to such ongoing or future development/construction activities.

## 7. POSSESSION OF THE UNIT

- 7.1. **Schedule for possession of the said Unit** - The Developer agrees and understands that timely delivery of possession of the Unit to the Allottee(s), subject to any Force Majeure event, is the essence of the Agreement provided that Allottee(s) performs its obligations set out in this Agreement.
- 7.2. The Developer assures to hand over possession of the Unit within a period of 60 (sixty) months from the date of execution and registration of this Agreement unless there is delay due to any reason beyond the reasonable control of the Developer being “**Force Majeure**” or “**Vis Major**”, Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate projects. If, the delivery of the possession of the Unit is delayed due to the above conditions, then the Allottee(s) agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Unit by the period during which the Force Majeure was in effect and a reasonable period thereafter to cater for proper mobilization of resources for delivery of the possession of the Unit. It is further agreed between the Parties that if there occurs a delay due to any default or negligence attributable to the Allottee(s) in fulfilment of terms and conditions of allotment, the Developer shall be

entitled to proportionate/reasonable extension in delivery of possession of the Unit to the Allottee(s).

- 7.3. The Developer shall deliver the possession of the Unit to the Allottee(s) only upon payment of entire consideration and other dues by the Allottee(s) to the Developer.
- 7.4. That the Developer shall intimate to the Allottee(s) about the offer to take possession at his last known address and the Allottee(s) shall be obliged to take possession thereof, subject to the condition that he has fulfilled all his obligations including payment of the entire consideration hereunder according to the terms hereof strictly. After such intimation, the Developer shall not be liable or responsible for any loss, theft, breakage, damages, trespass and the like and the Allottee(s) shall also be obliged to pay monthly maintenance charges to the Developer or the respective society or Association.
- 7.5. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to conditions set out in this Agreement, then this Agreement and allotment made hereunder shall stand terminated/cancelled and the Developer shall refund to the Allottee(s), the entire amount received by the Developer from the Allottee(s), without any interest, within 45 (forty-five) days of such decision. The Developer shall intimate the Allottee(s) about such termination at least 30 (thirty) days before such termination. After the refund of the money paid by the Allottee(s), the Allottee(s) agrees that it shall not have rights, claims, etc., against the Developer and the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.6. The Allottee(s) agrees and confirms that it shall not delay in taking possession of the Unit as and when it is offered for Possession by the Developer so long as there is clear access to the Unit.
- 7.7. **Procedure for taking possession of Unit** – Upon completion of development of the Unit, the Developer shall offer possession of the Unit to the Allottee(s) in writing. The Allottee(s) shall take possession within 30(thirty) days from the date of offer of possession by clearing pending dues failing which the Allottee(s) shall be deemed to have taken possession of the Unit on completion of 2 (two) months from the date of offer of possession, hereinafter referred to as the “**Deemed Date of Possession**”, irrespective of whether the Allottee(s) takes actual physical possession thereof or not. Provided that, in absence of the Applicable Laws or request from the Allottee(s), the Conveyance Deed in favor of the Allottee(s) shall be carried out by the Developer within 4 (four) months from the date of issue of completion certificate. The Developer agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Developer shall provide a copy (on demand) of the completion certificate or part thereof in respect of the Unit at the time of conveyance of the same. The Allottee(s),

after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Developer/ Association of Allottees/competent authority/maintenance agency, as the case may be.

- 7.8. **Failure of Allottee(s) to take Possession of Unit** - Upon receiving a written intimation from the Developer as per Clause 7.7 of this Agreement, the Allottee(s) shall take possession of the Unit from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Unit to the Allottee(s) as per terms and conditions of this Agreement.
- 7.9. In case the Allottee(s) fails to comply with the essential documentation, undertaking, etc., or fails to take possession within the time provided in Clause 7.7 of this Agreement, such Allottee(s) shall continue to be liable to pay maintenance charges as specified in addition to the same, the Allottee(s) shall also be liable to pay holding charges @ ₹ 48/- per month per sq. yard of the total area of the Unit to the Developer for the period beyond 3 (three) months till actual date of possession.
- 7.10. **Possession by the Allottee(s)** - After obtaining the completion certificate in respect of the Project, duly certifying completion and handing over the physical possession of all the units in the Project to the Allottee(s), it shall be the responsibility of the Developer to hand over the necessary documents and plans, and common areas to the Association of Allottees or the competent authority, within 30 (thirty) days after obtaining the completion certificate, as the case may be as provided under the Rules.
- 7.11. **Cancellation by Allottee(s)** – The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. If the Allottee(s) opts for cancellation after the execution and registration of this Agreement, the Developer herein is entitled to forfeit the entire Earnest Money and the Allottee(s) shall be left with no right or interest in the Unit. The amount paid, if any, over and above the Earnest Money shall be refunded by the Developer without interest after adjustment of interest accrued on the delayed payment(s), brokerage paid, if any, and /or any other charges due from the Allottee(s). The balance amount of money, if any, paid by the Allottee(s) shall be returned by the Developer to the Allottee(s) after the aforesaid adjustments in the following manner:
- a. The Developer shall refund 50% of the balance amount of money paid by the Allottee(s) within 45 (forty-five) days of such cancellation/withdrawal; and
  - b. The remaining 50% of the balance amount on or before expiry of 45 days of re-allotment of the Unit which shall be not later than 1 (one) year from the date of cancellation of the Unit.

- c. The Allottee(s) shall also be required to pay all other penalties and interest liabilities due, as on the date of such cancellation. In case of such cancellation, if the Earnest Money is lesser than the amount which is due from the Allottee(s) to the Developer, then the Developer shall have the right to recover the shortfall from the Allottee(s) under the Applicable Laws.
- 7.12. **Compensation** – Save to the extent provided hereinabove, the Developer shall compensate the Allottee(s) in case if any actual loss is caused to them/it as adjudged by competent authority on account of defective title of the Land on which the Project is being developed or has been developed.
- 7.13. Except for occurrence of a “**Force Majeure**” or “**Vis Major**”, of any reason beyond the control of the Developer, Court orders, government policy/guidelines, decisions, if the Developer fails to complete or is unable to give possession of the Unit, (i) in accordance with the terms of this Agreement, duly completed by the time specified in Clause 7.2 of this Agreement; or (ii) due to discontinuance of its business as a Developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest at such rates as may be applicable as per the Act, Rules and Regulations framed thereunder by the Government. The Allottee(s) shall not be entitled to seek from the Developer any other amount/compensation/penalty/return for such delay under any head.
- 7.14. In case if the Allottee(s) do not intend to withdraw from the Project, the Allottee(s) shall be entitled to interest at such rates as may be applicable as per the Act, Rules and Regulations framed thereunder by the Government, till the handing over of possession of the Unit, which shall be paid by the Developer to the Allottee(s) within 45 (forty five) days of it becoming due.

## 8. **USAGE**

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

## 9. **GENERAL COMPLIANCE WITH RESPECT TO THE UNIT**



- 9.1. The Allottee(s) shall, after taking possession, be solely responsible to construct and/or maintain the Unit at his/her own cost and shall not do or suffer to be done anything in Unit, or the common passages, circulation areas, or the compound which may be in violation of any laws or rules of any authority or change or alter the boundary of the Unit and keep the sewers, drains, pipe and appurtenances thereto or belonging thereto, in good repair and maintain the same in a fit and proper condition.
- 9.2. The Allottee(s) further undertakes, assures and guarantees that it would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the fact/façade of the Project or anywhere on the exterior of the Project, buildings thereon (if any) or common areas. Further the Allottee(s) shall not store any hazardous or combustible goods in the pace or place any heavy material in the common areas.
- 9.3. The Allottee(s) shall ensure that no damage is caused to the property of other allottee(s) in the Project, common areas of the Project, equipment installed by the Developer in the Project by any action of the Allottee(s).
- 9.4. The Developer shall plan and distribute the electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of Allottees and/or maintenance agency appointed by the Developer. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 9.5. The Allottee(s) shall, from time to time, sign all applications, papers, documents and all other relevant papers, as required in relation to the Unit by the Developer and shall do all the acts, deeds and things as the Developer may require for safeguarding the interests of the Project and other unit owners in the Project.
- 9.6. The allottee(s) shall become member of the resident welfare association/society as may be formed by various unit holders from time to time and shall bear all charges and expenses pertaining to the same.

## **10. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES**

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

## **11. GENERAL COMPLIANCE OF LAWS**

- 11.1. The Developer has assured the Allottee(s) that the Project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/bye-laws, instructions/guidelines and decisions of competent authority prevalent in the state of Uttar Pradesh.

**12. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

**13. CONVEYANCE OF THE SAID UNIT**

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

**14. MAINTENANCE OF THE UNIT AND THE PROJECT**

- 14.1. The Allottee(s) agrees and undertakes to execute, at the time of issuance of the possession letter for the Unit, a separate agreement for the upkeep and maintenance of the common areas of the Project, which shall detail the services to be provided and maintained in relation to the Project.
- 14.2. Subject to the provisions of the Act, the Allottee(s) shall pay the maintenance charges for upkeep and maintenance of the common areas in the Project. The maintenance charges for a period of 2 (two) years in advance along with applicable GST or any other Taxes as

applicable under law, shall be payable at the time of issue of offer of possession of the Unit by the Developer.

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

and common areas. The Allottee(s) expressly undertakes not to raise any claims over such components of the Project.

## **15. GENERAL COVENANTS**

- 15.1. The general watch and ward arrangement shall be provided in the Project by the Developer. Accordingly, the Developer may restrict the entry of outsiders into the Project. However, provision of such watch and ward services should not create any liability of any kind upon the Developer for any mishap or mischief caused by any miscreant. The Allottee(s) shall remain fully responsible for all guests / visitors who may enter the Project specifically to visit the Allottee(s).
- 15.2. The Allottee(s) are/is aware that the Developer shall be applying for and thereafter may receive the permission, from Water Board, State Electricity Boards, or from any other body/commission/regulator/licensing authority constituted by the Government and procure water supply from the nearby river, canal or any other source for such purposes, to receive and distribute supply of water and electrical energy in the Project, under prevailing rules and byelaws of the Government and that the Allottee(s) undertakes to pay on demand to the Developer/concerned authority:
- a. Proportionate share as determined by the Developer of all deposits and charges paid/payable by the Developer to the said UP State Electricity Board and/or any other body/commission/regulatory/licensing authority constituted by the Government of Uttar Pradesh and/or any other authority or private party, failing which the same shall be treated as unpaid portion of the sale price payable by the Allottee(s) for the Unit and the conveyance of the Unit shall be withheld by the Developer till full payment thereof is received by the Developer from the Allottee(s).
  - b. Electricity, water and sewerage connection and consumption / service charges and contingency deposit as and when demanded by such authority.
  - c. Proportionate share of cost, incurred by the Developer for creating infrastructure like HT Feeder, EHT Substation etc. Further in case of bulk supply of electrical energy, the Allottee(s) agrees to abide by all the conditions of sanction as granted by the UP State Electricity Board or any other body responsible for such bulk supply of electrical energy.
  - d. Any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Developer, from time to time.

- e. The cost of the water supply equipment installed for procuring and supplying water to the Project, by whatever name called either directly to the concerned authorities or if paid by the Developer, reimburse the same to the Developer on demand.
  - f. Such amount(s) and other charges for the consumption of water so supplied to the Unit to the authority or the maintenance agency as may be intimated by the Developer.
  - g. The Allottee(s) agrees to pay the amounts mentioned above and if the same are not paid it shall be treated as unpaid sale price of the Unit and the Developer shall have the first charge and lien on the Unit to the extent of such unpaid amount.
- 15.3. The Allottee(s) shall assist the Developer in maintaining peace, security and tranquility in the Project and towards that end the Developer shall be entitled to restrict and regulate the entry of visitors into the Project as may be deemed necessary by it.
- 15.4. The Allottee(s) shall always use the Unit for residential purposes only. Further, the Allottee(s) shall not use the Unit for any purpose which is against any law or any directive of the government or the local authority or public policy. The Allottee(s) shall not store any goods of hazardous or combustible nature or which can cause damage to the Project and / or the assets of other Allottee(s) in the Project. The Allottee(s) shall not use the Unit for any immoral or illegal activity.
- 15.5. The Allottee(s) undertakes to abide by all laws, rules and regulations, as may be applicable, for the purposes of construction of residential dwelling on the Unit and further the Allottee(s) undertaken not to create obstructions / impediments in usage of common areas, roads, green areas etc. by other occupants of the Project at any time.
- 15.6. The Developer shall have the right to develop other units on the Land under the Project and the Allottee(s) shall not make any objection or interruption nor make any claims to the proposed development etc. It is further, hereby specifically declared that roads, passages, drainage, water pipelines, sewerage connections, electric cables, gardens etc., which are for the common enjoyment of the occupants of Units in the Project shall be enjoyed jointly in common by the occupants, owners or the Allottee(s) of the respective units without any hindrance or objection of any kind whatsoever.
- 15.7. The Allottee(s) undertakes that it shall not place anything including any furniture, fixtures etc., equipment / stand / vending platform / on any other thing in the common areas or impede / interfere with the right of other allottees of the Project to use the common areas.
- 15.8. The Allottee(s) may get the name of his/her nominee substituted in its place with prior approval of the Developer provided the Allottee(s) have cleared all dues till the date when

such nomination or change in nomination is sought and, on such conditions, / guidelines / terms / payments, as applicable including payment of transfer charges as levied by the Developer, from time to time.

- 15.9. The Allottee(s) shall not assign, transfer, lease or part with possession of the Unit without taking 'No Dues Certificate' from the Developer.
- 15.10. All communications, demand notices etc., shall be sent by the Developer to the Allottee(s) whose name appears first and at the address given by the First Allottee(s) which shall for all purposes be considered as served on all Allottee(s) and no separate communication shall be sent to the other named Allottee(s). It shall be the responsibility of the Allottee(s) to inform the Developer about all subsequent changes in their/his address(s), if any, failing which all demands, notices and letters posted at the earlier registered address will be deemed to have been received by it at the time when those should ordinarily reach such address. The Allottee(s) shall not be entitled to plead that since it/they have changed its/their address, they were not aware of any approaching deadline for performance of any of its/their obligation(s) pursuant to this Agreement and they shall be responsible for any default in performance of any such obligation.
- 15.11. The Allottee(s) undertakes to indemnify, defend and hold harmless the Developer and Oakside, their respective partners, officers and employees and their respective affiliates (and such affiliates directors, officers and employees) (collectively, the “**Indemnified Persons**”) from and against any and all fines, damages, losses, liabilities, costs, charges, expenses, penalties etc. suffered or incurred and/or which may be suffered or incurred by any of the Indemnified Person(s) and arising at any time and in any manner whatsoever, including any contravention, breach or non-performance (in whole or in part) by the Allottee(s) or occupant of the Unit of any of the terms and conditions, covenants, or obligations contained herein or any Applicable Laws.
- 15.12. The indemnification rights of the Indemnified Persons in Clause 15.11 above are independent of, and in addition to, such other rights/remedies as the Indemnified Persons may have at law or in equity or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- 15.13. The Allottee(s) shall pay to the concerned authority electric meter installation charges / water meter installation charges, security deposit for the electric / water meter and their energizing charges etc.

**16. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER AND THE ALLOTTEE(S)**

16.1. The Developer and Oakside, severally and jointly, represent and warrant to the Allottee(s) as follows:

- a. Save to the extent disclosed hereinabove, they have absolute, clear and marketable title in respect of such portion of Land which is owned by each of them;
- b. There are no encumbrances including litigations pending before any Court of law or authority with respect to such portion of Land which is owned by each of them;
- c. The Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Land.

16.2. The Developer hereby represents and warrants to the Allottee(s) as follows:

- a. The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- b. All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project, as the case may be, as well as for the Unit being sold to the Allottee(s) are valid and subsisting and have been obtained by following due process of law.
- c. Further, the Developer has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Unit and the Project, as the case may be;
- d. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- e. The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Land, including the Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- f. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement;
- g. At the time of execution of the Conveyance Deed, the Developer shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s), common areas to the

Association of Allottees, if the same is formed and registered with competent authority, as provided under Rules;

- h. The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and Taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the offer of possession of Unit has been issued, as per the agreed terms and conditions and common areas as provided under Rules;
- i. 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 Land/ the Project/ the Unit) has been received by or served upon the Developer in respect of the Land/the Project/the Unit;

16.3. The Allottee(s) represents and warrants to the Developer and Oakside that:

- a. he/she/it/they shall ensure that no damage is caused to the property of other allottees in the Project, common areas of the Project, equipment installed by the Developer in the Project by any action of the Allottee(s).
- b. he/she/it/they understands and agrees that other than the Unit, all rights of ownership of the common areas and utilities therein shall be vested solely with the Developer who shall have the sole right and authority to deal in any manner with the same. The Allottee(s) expressly undertakes not to raise any claims over such components of the Project.
- c. he/she/it/they understands and agrees the Developer shall undertake development and construction activities on the Project, the Land, and in the surrounding areas over a period of time. It agrees and confirms that the Developer may, at its discretion, launch additional projects or further phases of the Project.
- d. he/she/it/they shall not raise any objection or withhold or default on payment of maintenance charges or any other charges payable by the Allottee(s), on account of any inconvenience caused due to development and construction activities ongoing or future development/construction activities on the Project, the Land, and in the surrounding areas over a period of time .
- e. he/she/it/they undertakes to abide by all laws, rules and regulations, as may be applicable, for the purposes of construction of buildings/complex on the Unit and further the Allottee(s) undertaken not to create obstructions/impediments in usage of common areas, roads, green areas etc. by other occupants of the Project at any time.



## 17. EVENTS OF DEFAULTS AND CONSEQUENCES

17.1. Subject to “**Force Majeure**” or “**Vis Major**”, of any reason beyond the control of the Developer, Court orders, Government policy/guidelines, decisions which may have the likely effect of causing delay in performance of the obligations of the Developer pursuant to this Agreement, the Developer shall be considered under a condition of default (hereinafter referred to as the “**Default**”), in the following events:

- a. Developer fails to provide the possession of the Unit to the Allottee(s) within the time period specified in Clause 7 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority.
- b. Discontinuance of the Developer’s business as a Developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

17.2. In case of Default by Developer under the conditions listed above, Allottee(s) is entitled to the following:

- a. Stop making further payments to the Developer as demanded by the Developer. If the Allottee(s) stops making payments, the Developer shall correct the situation and only thereafter the Allottee(s) be required to make the next payment without any interest for the period of such delay; or
- b. The Allottee(s) shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest at such rates as may be applicable as per the Act read with Rules within forty five (45) days of receiving the termination notice: Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Developer, simple interest at such rates as may be applicable as per the Act read with Rules, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Developer to the Allottee(s) within 45 days of it becoming due.

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

- a. In case the Allottee(s) fails to make payments for two (2) consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Developer on the unpaid

amount at such rates as may be applicable as per the Act read with Rules for the period of delay;

- b. In case of Default by Allottee(s) under the condition listed above continues for a period beyond three (3) consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Unit and provisions for adjustment of monies paid by the Allottee(s) as set out in this Agreement shall apply accordingly. In case of such cancellation, if the Earnest Money is lesser than the amount which is due from the Allottee(s) to the Developer, then the Developer shall have the right to recover the shortfall from the Allottee(s) under Applicable Laws. The Developer shall intimate the Allottee(s) about such cancellation, 30 (thirty) days prior to effecting such cancellation. The Developer shall refund, the amount, after deducting the Earnest Money, accrued interest and brokerage and other charges, to the Allottee(s) in the following manner:
  - i. 50% of the money within a period of 45 days from the date of such cancellation and;
  - ii. balance 50% shall be paid by the Developer to the Allottee(s) within a period of 45 days from the date of re-allotment of the Unit to any other allottee which shall not be later than 1 (one) year from the date of such cancellation.
- c. It is fully and expressly acknowledged by the Allottee(s) that in case the Developer allows the Allottee(s) extra time to make the payments due beyond the due date of payment, then such an act on part of the Developer shall not be construed as a waiver of right of the Developer to cancel this Agreement and the allotment of the Unit or other rights available under this Agreement or the Applicable Laws.
- d. The Developer may, at its absolute discretion, agree to give further time to the Allottee(s) for curing the breach of this Agreement by the Allottee(s), on such conditions as the Developer deems appropriate.

## **18. BINDING EFFECT**

- 18.1. The Parties agree that just forwarding this Agreement to the Allottee(s) by the Developer, does not create a binding obligation on the part of the Developer or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s). Secondly, the Allottee(s) and the Developer have an obligation to execute the Agreement and also register the said Agreement as per the provision of the relevant Act of the State. If the Allottee(s) fails to execute and deliver to the Developer, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and further execute the said Agreement and register the said Agreement, as per intimation by the

Developer, then the Developer shall serve a notice to the Allottee(s) for rectifying the default. If the Allottee(s) does not rectify the default within 30 (thirty) days from the date of such notice to the Allottee(s), then in such a case, the Developer shall be entitled to terminate this Agreement and forfeit the Earnest Money and cancelling the booking of the Unit. The provisions set out in this Agreement in respect of refund of monies payable by the Developer to the Allottee(s) in case of termination shall apply *mutatis mutandis* in this situation.

## **19. ENTIRE AGREEMENT**

19.1. This Agreement, along with schedules and its Annexures constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit.

## **20. RIGHT TO AMEND, ASSIGN OR SELL**

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

20.2. The Developer shall have the right to sell, lease or otherwise dispose of FSI in respect of other components of the Project without any intimation, written or otherwise to the Allottee(s) and the Allottee(s) shall not raise any objection in this regard.

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

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

## **22. WAIVER NOT A LIMITATION TO ENFORCE**

22.1. The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the

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

- 22.2. Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

## **23. SEVERABILITY**

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

## **24. FURTHER ASSURANCES**

- 24.1. The Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 24.2. The Allottee(s) expressly acknowledges that he/she/it/they is completely satisfied about the title, rights and interests of the Developer and Oakside in respect of the Project and the Land. The Allottee(s) are/is entering into this Agreement after making itself fully aware of all the limitations and obligations of the Developer and Oakside in relation to and in connection with the Project and has understood all limitations and obligations in respect thereof as set out herein under and other documents provided to the Allottee(s) by the Developer in relation to the Project.
- 24.3. The Allottee(s) expressly acknowledges that it has been given adequate time and opportunity to peruse and consider the terms and conditions of this Agreement and the Allottee(s) has decided to execute this Agreement only after fully perusing and understanding the legal implications of the terms and conditions contained in this Agreement.

- 24.4. The Allottee(s) expressly acknowledges that the Developer has not made any representation and warranties to the Allottee(s) to induce the Allottee(s) to execute this Agreement and the Allottee(s) has decided to execute this Agreement out of its own free will.
- 24.5. The Allottee(s) has/have seen and perused the title documents of the Land, Consortium Agreement and sanctioned layouts /plans in respect of the Project and is fully satisfied that the Developer is authorized and is legally and sufficiently entitled to allot Units in the Project. The Allottee(s) further undertakes to abide by the terms and conditions of Applicable Laws, rules and regulations.

## 25. **PLACE OF EXECUTION**

- 25.1. The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's office, or at some other place, which may be mutually agreed between the Developer and the Allottee(s), in Lucknow, Uttar Pradesh after the Agreement is duly executed by the Allottee(s) and the Developer or simultaneously with the execution, the said Agreement shall be registered at the office of Sub-Registrar, Bakshi Ka Talab (BKT), Lucknow, Uttar Pradesh. Hence this Agreement shall be deemed to have been executed at Lucknow, Uttar Pradesh.

## 26. **NOTICES**

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

To the Developer:     **M/s. Goldfinch Realty**, a partnership firm having its registered office at 301, 3<sup>rd</sup> Floor, Eldeco Corporate Tower, Vibhuti Khand, Gomti Nagar, Lucknow-226010

To Oakside:

To the Allottee(s):

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

## 27. **JOINT ALLOTTEE(S)**

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

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

## **28. SAVINGS**

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

## **29. GOVERNING LAW**

29.1. That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other Applicable Laws prevalent in the State of Uttar Pradesh for the time being in force.

## **30. DISPUTE RESOLUTION AND ARBITRATION**

30.1. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to a sole arbitrator to be appointed by court having competent jurisdiction in case the Developer and the Allottee(s) fail to reach mutual agreement as to the choice of such sole arbitrator.

30.2. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force. The seat and venue of the arbitration shall be Lucknow only. Subject to the arbitration mechanism as aforesaid, the Courts at Lucknow alone shall have the jurisdiction to adjudicate upon all issues and matters arising out of / related to this Agreement the transaction contemplated herein.

## **31. STAMP**

31.1. That the applicable stamp duty of Rs. \_\_\_\_\_/- is paid by the Allottee(s) as prescribed through e-stamp certificate no. \_\_\_\_\_, dated \_\_\_\_\_.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED DEVELOPER**  
**For M/s. Goldfinch Realty**

\_\_\_\_\_  
(Signature)

**SIGNED AND DELIVERED BY THE WITHIN NAMED OAKSIDE**  
**For M/s. Oakside Infracon LLP**

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
Signature

(Name)

(Address)

At Lucknow, on \_\_\_\_\_ in the presence of:

**WITNESSES:**

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

1. Signature \_\_\_\_\_

Name:

S/o:

Address:

Mobile:

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

2. Signature \_\_\_\_\_

Name:

S/o:

Address:

Mobile:



**SCHEDULE I**

**DESCRIPTION OF THE UNIT**

**SCHEDULE II**

**PAYMENT PLAN**