



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh



e-Stamp

Certificate No. : IN-UP58886182909968U
 Certificate Issued Date : 02-Aug-2022 03:25 PM
 Account Reference : NEWIMPACC (SV)/ up14351804/ LUCKNOW SADAR/ UP-LKN
 Unique Doc. Reference : SUBIN-UPUP1435180409958295374186U
 Purchased by : VINAY KUMAR JAISWAL
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : PLOT NO.GGL-H2-48 HRIDAYAM AT GOMTI GREENS LUCKNOW
 Consideration Price (Rs.) :
 First Party : EMAAR INDIA LIMITED AND OTHERS
 Second Party : VINAY KUMAR JAISWAL
 Stamp Duty Paid By : VINAY KUMAR JAISWAL
 Stamp Duty Amount(Rs.) : 2,11,000
 (Two Lakh Eleven Thousand only)

23



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JID 0004810703

				Date	Name & Address	Photograph
1	2	3	4	5	6	7
					Emaar India Limited (Formerly Emaar MGF Land Limited), through its Authorized Signatory Ms. Ruchi Singh daughter of Late J.N Singh Through Mr. Shashank Chaturvedi Son of Mr. J.P. Chaturvedi	
					Mr. Vinay Kumar Jaiswal son of Mohan Lal Jaiswal with (PAN No- AJLPJ5402H) and (AADHAR CARD NO- 3221 6717 2923) residing at Bilariaganj, post Bilariaganj, Azamgarh, Uttar Pradesh- 276121.	
					Witness1- Rishi kirti s/o Sanjay Kirti, r/o- E-2/343, Sector-F, Jankipuram, Lucknow, U.P Mob- 8858896007	
					Witness2- Mr. Sunil Manto Howard s/o Bruce Davis Howard, r/o- Flat No. 501, Rapti Apartment, Gomti Nagar Extension, Lucknow, U.P	

- : DETAILS OF INSTRUMENT IN SHORT: -

1.	Type of property	-	Residential
2.	Pargana	-	Lucknow
3.	Mohalla	-	'HRIDAYAM' at 'GOMTI GREENS' Lucknow (U.P.)
4.	Property details	-	Plot No. GGL-H2-48, Sector-H, Situated at 'HRIDAYAM' in Integrated Township namely 'GOMTI GREENS' Lucknow (U.P.)
5.	Measurement unit (sq. mt.)	-	Square Meter
6.	Area of property	-	200 Sq. Mtr.
7.	Situation of Road (as per appendix)	-	More than 100mtr. away from Amar Shaheed Path and Sultanpur Road.
8.	Other description (12 mt/18mt/45mt Road/corner/green)	-	Situated at 12 mtr. wide road & not exists on corner.
9.	Total area of property (in case of multi storied building)	-	NA
10.	Valuation of trees	-	NA
11.	Boring/well other	-	NA
12.	Constructed area	-	NA
13.	Pertaining to the member of Housing society	-	NA
14.	Consideration	-	₹ 1,05,24,800/-
15.	Advance	-	₹ 5,00,000 /-
16.	Stamp Duty Paid	-	₹ 2,11,000/-
17.	<u>Boundaries</u> NORTH SOUTH EAST WEST	-	PLOT NO: GGL- H2-47 - PLOT NO: GGL-H2-49 - 12 MTR. WIDE ROAD - PLOT NO: GGP-F-F01-05
18.	<u>No. of First Party / Promoter / Landowners</u>	-	One
19.	<u>No. of Second Party / Allottee(s)</u>	-	One

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Details of First Party

Emaar India Limited (formerly known as Emaar MGF Land Limited), a company incorporated under the Companies Act, 1956, having its Registered office of Emaar India Limited formerly known as Emaar MGF Land Limited, is 306-308, Square One, C-2, District Centre, Saket, New Delhi-110017, through its Authorized Signatory, Miss Ruchi Singh daughter of Late. J.N Singh, duly appointed through a Board Resolution dated 30.05.2022 to execute Agreement etc. & Mr. Shashank Chaturvedi Son of Mr. J. P. Chaturvedi is authorized to present for registration the Agreement before Sub-Registrar vide Resolution dated 30.05.2022.

Details of Second Parties

Mr. Vinay Kumar Jaiswal son of Mohan Lal Jaiswal with (PAN No-AJLPJ5402H) and (AADHAR CARD NO- 3221 6717 2923) residing at Bilariaganj, post Bilariaganj, Azamgarh, Uttar Pradesh- 276121.





RESIDENTIAL PLOT AT
'HRIDAYAM', AT GOMTI
GREENS LUCKNOW,
UTTAR PRADESH

UP RERA No. UPRERAPRJ517031 dated 23.02.2021

PLOT BUYER'S AGREEMENT

Emaar India Limited
(Formerly known as Emaar MGF Land Limited)
CIN No. U45201DL2005PLC13316
'Gomti Greens', Integrated Township Project, Gomti Nagar Extension, Sector - 7, Amar
Shaheed Path, Lucknow - 226001, Uttar Pradesh, India

R. Singh

Alina Fariswal

PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY

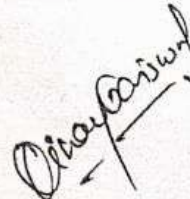
The allotment and sale of a residential Plot in the residential development under the name & style of "Hridayam" at 'Gomti Greens', Gomti Nagar Extension, Sector – 7, Amar Shaheed Path, Lucknow – 226001, Uttar Pradesh, India, is subject to the set of terms and conditions as set out in this Plot Buyer's Agreement / Agreement for Sale ("**Agreement**") and the Schedules and Annexures attached thereto; the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) ("**Real Estate Act**") and Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 ("**UPRERA Rules**") for the State of Uttar Pradesh, and other Applicable Law. Upon its execution, the Allottee(s) agrees and confirms having read, understood and accepted the entire Agreement containing the detailed terms and conditions and undertakes to faithfully abide by all the terms and conditions thereof. The Promoter reserves its right to reject and refuse to execute this Agreement in case any amendment, overwriting, correction, cancellation, erasure, alteration or modification is made in/to any provision of this Agreement by the Allottee(s) unless as may otherwise be separately advised in writing by the Promoter.

Upon the due execution and registration of the Agreement (Three / two original sets which shall be duly registered with and endorsed with the registration particulars by the jurisdictional Sub-Registrar of Assurances), by the Allottee(s) and the Promoter, one duly signed original set of the Agreement will be returned to the Allottee(s) for his / her / its / their own record and the one original set will be retained by the Promoter and third original set will be retained by the jurisdictional Sub-Registrar of Assurances.

All the terms & conditions, rights and obligations of the Parties as contained in the Agreement shall be subject to the provisions of Real Estate Act and UPRERA Rules and regulations made thereunder and any other Applicable Law. Any provision of the Agreement which is inconsistent or contradictory to the Real Estate Act read with UPRERA Rules and regulations made thereunder and the Applicable Law) shall not have any effect and be deemed void.

Instructions for the Agreement i.e. Plot Buyer's Agreement / Agreement for Sale

1. Kindly manually mark your full signature in '**BLACK INK**' (as in your Application Form, PAN Card, Aadhar Card and as used by you to operate your Bank Account) along with signatures of each of Joint Allottee(s), if any, at the bottom of each and every page of this Agreement including all its Schedules & Annexures except the blank pages, if any. Kindly also sign on the Non-Judicial Stamp Paper attached in all the three original sets of this Agreement.
2. Kindly affix, at place provided, your latest passport size color photograph including photograph of each of Joint Allottee(s), if any, and respectively sign across photograph(s).
3. Kindly also provide self-attested true copy of your PAN Card and Aadhar Card along with your residential address proof including that of each of Joint Allottee(s), if any. Kindly ensure to provide your specimen signature & signature of each of Joint Allottee(s), if any, duly verified by branch manager of bank wherein you and Joint Allottee(s), if any, hold a bank account(s).
4. All signed copies of Agreement in its original form shall be returned to Promoter by registered post (AD) /courier / hand delivery only within stipulated time as stated in this Agreement.
5. Copy of partnership deed / LLP Deed and resolution signed by all Partners required, in case the Allottee(s) is a Partnership Firm / LLP.
6. Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required, in case the Allottee(s) is a Company.
7. Please send all the three signed original sets of the Agreement along with requisite documents to the Promoter at its address mentioned herein.



Plot No. : GGL-H2-48
Total Price : ₹ 1,06,86,051/-

PLOT BUYER'S AGREEMENT / AGREEMENT FOR SALE

THIS PLOT BUYER'S AGREEMENT / AGREEMENT FOR SALE ("Agreement") is made on this 08th day of August, 2022 at Lucknow, BY AND BETWEEN

Emaar India Limited (formerly known as Emaar MGF Land Limited) (CIN No.: U45201DL2005PLC133161, PAN.: AABCE4308B) a company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013 and having its Registered Office at 306-308, Square One, C-2, District Centre, Saket, New Delhi-110017 and Corporate Office at Emaar MGF Business Park, 2nd Floor Mehrauli Gurugram Road, Sikandarpur Chowk, Sector-28, Gurugram-122002, Haryana, India, through its Authorized Signatory **Miss Ruchi Singh daughter of Late. J.N Singh, duly appointed through a Board Resolution dated 30.05.2022 to execute Agreement etc. & Mr. Shashank Chaturvedi Son of Mr. J. P. Chaturvedi is authorized to present for registration the Agreement before Sub-Registrar vide Resolution dated 30.05.2022.** (Hereinafter referred to as the "Promoter" which term or expression shall unless repugnant to the context or meaning thereof, deem to include its successors-in-interest, subsidiary (ies), nominees, executors and permitted assigns) of the **FIRST PART;**

AND

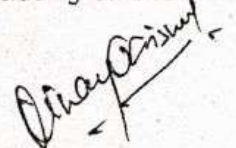
Mr. Vinay Kumar Jaiswal son of Mohan Lal Jaiswal with (PAN No-AJLPJ5402H) and (AADHAR CARD NO- 3221 6717 2923) residing at Bilariaganj, post Bilariaganj, Azamgarh, Uttar Pradesh- 276121, (hereinafter singly/jointly, as the case may be, referred to as the "Allottee(s)", which term or expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and be deemed to mean and include in case of (i) individual/ proprietorship firm - the Allottee(s)'s legal heirs, legal representatives, executors, administrators, successors and permitted assigns; (ii) partnership firm/ LLP/ HUF - all the partners of the Firm/ LLP/ Karta and each member of the HUF/ Firm/ LLP along with their respective legal heirs, legal representatives, administrators, executors, successors and permitted assigns and the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and/or his / her / their assign; (iii) company/ society/ trust - its successor(s)-in-interest and permitted assign(s); as the case may be) of the OTHER PARTS.

The Promoter and the Allottee(s) are hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

For the purpose of this Agreement, in addition to the terms defined elsewhere in this Agreement unless the context otherwise requires the following terms as used in this Agreement, shall have the same meanings as assigned to them hereunder and words and expressions not specifically defined hereunder shall have the meanings as the context in which they are used may ordinarily demand and as may be consistent with the intent and meaning of the provisions wherever used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning: -

- (a) "Act" / "Real Estate Act" / "RERA" shall mean the Real Estate (Regulation & Development) Act, 2016 including the Uttar Pradesh Real Estate (Regulation and Development) (Amended) Rules, 2016 along with all regulations framed thereunder.
- (b) "Agreement" shall mean this Plot Buyer's Agreement / Agreement for Sale along with all annexures, recitals, schedules, terms and conditions for allotment of the Plot being executed between the Allottee(s) and the Promoter and the Landowners.
- (c) "Applicable Laws" shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments.



modification thereto, any Government notifications, circulars, office orders, directives, guidelines, policies, notifications etc. or any Government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter.

- (d) **"Application"** shall mean the application of the Allottee(s) for the booking and the provisional allotment of the Plot in the Project as made by the Allottee(s).
- (e) **"Association of Allottees"** shall mean the association of the allottees in the Project and / or Integrated Township which shall be formed by the Promoter under the Applicable Laws.
- (f) **"Authority" / "UPRERA Authority"** shall mean Uttar Pradesh Real Estate Regulatory Authority.
- (g) **"Competent Authority" / "Government Authority" / "Statutory Authority"** shall mean any Central or State judicial, quasi-judicial or government authority, body, department, agency, commission, board, tribunal or other law, rule or regulation making entity having and/ or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Project Land and/or the Project and/or the Plot and/or the Total Land and/or the Integrated Township / Scheme and the expression **"Government Authorities" / "Competent Authorities" / "Statutory Authorities"** shall be construed accordingly.
- (h) **"City Development Charges"** shall mean the charges levied by the government agency i.e. Lucknow Development Authority and/or Government Authorities / Competent Authorities / Statutory Authorities on the Promoter and/or the Project Land and/or the Project and/or the Total Land and/or the Integrated Township / Scheme for city level special infrastructure projects.
- (i) **"Conveyance Deed" / "Sale Deed"** shall mean the deed of conveyance by which the title to the Plot shall be lawfully conveyed and vested in favour of the Allottee(s) in accordance with this Agreement and Applicable Laws.
- (j) **"Common Areas"** shall have same meaning as ascribed to it in sub-section (n) of section 2 of the Real Estate Act read with rule 2(1)(d) of the UPRERA Rules. For the purposes of this Agreement, the Common Areas of the Project and/or the Integrated Township / Scheme, as the case may be and to the extent applicable and relevant.
- (k) **"Delayed Payment Charges"** shall mean interest equivalent to MCLR on home loan of State Bank of India + 1% unless or any other rate of interest as may be prescribed under Applicable Laws.
- (l) **"Earnest Money"** shall mean the booking amount for the Plot, being equivalent to 10% of the Total Price to be paid by the Allottee(s) as per the Schedule of Payments for the due fulfillment of the obligations of the Allottee(s) for booking the Plot in the Project.
- (m) **"EDC" / "External Development Charges"** shall mean the external development charges and/ or interest thereon as shall be levied/leviable by the Government of Uttar Pradesh (including but not limited to Lucknow Development Authority and/or Government Authorities / Competent Authorities / Statutory Authorities under the Applicable Laws), now or in future.
- (n) **"Force Majeure"** shall include any event beyond the reasonable control of the Promoter which prevents, impairs or adversely affects the Promoter's ability to perform its obligation under this Agreement inter-alia including war, flood, drought, fire, cyclone, earthquake, pandemic, epidemic, lockdown or any other natural calamities affecting the development and construction of the Project and delay on account of non-availability of steel and/or cement and/or other construction materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Promoter or due to any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Promoter and any other such event or circumstance similar or analogous to the foregoing.
- (o) **"Goods and Service Tax"** shall mean any tax imposed on the supply of goods or services or both under GST Law.
- (p) **"Government"** shall mean the Government of Uttar Pradesh.
- (q) **"GST Law"** shall mean Integrated Goods & Service Tax Act, 2017, GST (Compensation to

R. Singh

Diya Prasad

the States for Loss of Revenue) Act, 2017, Central Goods & Service Tax Act, 2017 and State Goods & Service Tax Act, 2017 and all related ancillary legislations, rules, notifications, circulars.

- (r) **"IDC"** shall mean the infrastructure development charges and/ or interest thereon as shall be levied/leviable by the Government of Uttar Pradesh (including but not limited to Lucknow Development Authority and/or Government Authorities / Competent Authorities / Statutory Authorities under the Applicable Laws), now or in future.
- (s) **"IFMS"** shall mean interest free maintenance security, to be paid by the Allottee(s) as and when demanded by the Promoter/Maintenance Agency as security for the payment of maintenance charges.
- (t) **"Other Charges"** shall mean and include electric connection charges, electricity meter charges, sewer connection charges, etc. has been estimated to be ₹70,116/- and to be paid before taking over the handover of the Plot. Any change or increase of any such charges shall be paid by the Allottee(s) in proportion to the area of the Plot.
- (u) **"Maintenance Agency"** shall mean the Promoter itself or association of allottees or such other agency / body / company / entity, to whom the Promoter may handover/engage/appoint for the maintenance of the Project and / or Scheme / Integrated Township and who shall be responsible for providing the maintenance services within the Project and/or Scheme / Integrated Township.
- (v) **"Maintenance Agreement"** shall mean the maintenance agreement to be executed by the Allottee(s) with Maintenance Agency and/or registered Association of Allottee(s) upon offer of possession of Plot by the Promoter to the Allottee(s), in the format prescribed by the Maintenance Agency, which shall be applicable to and binding for all the plot owners/ and occupants of the Project and/or Scheme / Integrated Township, as the case may be. The Maintenance Agreement shall be executed for the purposes of upkeep and regular maintenance of the Common Areas of Project and / or Scheme / Integrated Township but shall not include the common areas within the Plot;
- (w) **"Maintenance Charges"** shall have the meaning ascribed to it in the Agreement.
- (x) **"Plot"** shall mean the specific residential plot which forms a part of the Project applied for by the Allottee(s), details of which have been set out in 'Annexure-I' of this Agreement.
- (y) **"Regulations"** shall mean the Regulations made under the Real Estate (Regulation & Development) Act, 2016, as amended from time to time.
- (z) **"Rules"** shall mean the Real Estate (Regulation & Development) (Amendment) Rules, 2016, as amended from time to time.
- (aa) **"Schedule of Payments"** or **"Payment Plan"** shall mean the price list as set out in 'Annexure - III' of this Agreement providing details and Basic Sale Price of the said Plot.
- (bb) **"Section"** shall mean a section of the Act.
- (cc) **"Taxes and Cesses"** shall mean any and all taxes as maybe applicable for the development of the plotted colony and any other taxes, Cesses, charges, levies by whatever name called, paid or payable by the Promoter and / or its contractors, sub-contractors, suppliers, consultants, etc. payable at the rates prevailing at the time of respective payments, in connection with the development of the Project and / or Scheme / Integrated Township, now or in future.
- (dd) **"Third Party"** or **"Third Parties"** shall mean any Person other than a Party.
- (ee) **"TP Act"** shall mean the Transfer of Property Act, 1882 including any statutory enactments or modifications thereof.
- (ff) **"Total Price"** shall mean the Total Price for the Plot based on the actual Plot area as set out herein below in this Agreement and more particularly set out in 'Annexure-II' of this Agreement.
- (gg) **"UPRERA Rules"** shall mean and refer to the Uttar Pradesh Real Estate (Regulation & Development) Rules, 2016, as amended from time to time.

INTERPRETATION:

Unless the context otherwise requires, in this Agreement: -

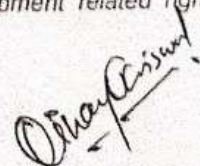
- (a) Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.



- (b) The Recitals, Annexures and Schedules to this Agreement are an integral part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement.
- (c) The table of contents and headings and sub-headings in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.
- (d) Unless the context of this Agreement otherwise requires:
- (i) words using the singular or plural number also include the plural or singular number, respectively;
 - (ii) words of any gender are deemed to include the other gender;
 - (iii) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Sections of this Agreement, as the case may be;
 - (iv) reference to the words "include", "including" and "in particular" shall be construed without limitation;
 - (v) the words "directly" or "indirectly" mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and, "direct" or "indirect" shall have the correlative meanings;
 - (vi) the term "Clause" refers to the specified Clause of this Agreement;
 - (vii) reference to any legislation or Applicable Law or to any provision thereof shall include references to any such Applicable Law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
 - (viii) unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
 - (ix) the words "other", "or otherwise" and "whatsoever" shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
 - (x) references in this Agreement to any law or statute includes a reference to that law or statute as amended, replaced, supplemented or re-enacted, both before and at any time after the execution of this Agreement;
 - (xi) an obligation for a Party to "procure" or "cause" or "ensure" or "endeavour" that something shall be done shall be construed as an obligation on the part of each such Party to take all steps within its control to do or cause that thing to be done, including by exercising all rights and powers vested in or available to it, and all correlative terms shall be construed as above;
 - (xii) subject to the terms, conditions and limitations herein provided, the Parties agree to use their respective good faith endeavors to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under all Applicable Laws to carry out and make effective the provisions of this Agreement;
 - (xiii) unless otherwise stated, all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement;
 - (xiv) reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement, or such other agreement, deed or other instrument or document as the same may, from time to time, be amended, varied, supplemented or novated.

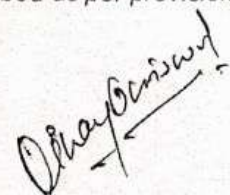
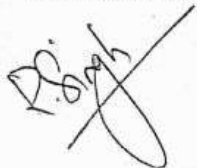
WHEREAS

- A. The Landowners from time to time had purchased / acquired rights, title and interest in various parcels of land situated in the revenue Village Sarsawa, Ardaunamau and Ahmamau Pargana – Lucknow, Tehsil – Sarojani Nagar, District Lucknow, Uttar Pradesh, from various persons in total admeasuring 226.37 Acres (91.609 Hectares).
- B. By virtue of Consortium Agreement dated 21.06.2006 and 10.01.2007 ("Consortium Agreement") executed by and amongst Promoter and the Landowners, the Promoter was appointed as private developer and was further granted development related rights and



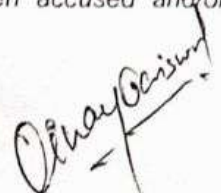
privileges of a developer in respect of respective land parcels as comprised in the land parcels as mentioned above and other land parcels upon the terms and conditions contained in such Consortium Agreement.

- C. The Promoter conceived, planned and is in the process of developing in a planned and phased manner over a period of time an integrated township comprising of residential plots, group housing, commercial plots, semi-public facility, etc. in a scheme known as 'Gomti Greens', approved under the applicable Integrated Township Policy of Government of Uttar Pradesh (hereinafter referred to as the "Scheme" / "Integrated Township") on the Larger Land / Total Land (as defined hereinafter) and other parcels of land to be acquired by it / rights of development wherein are acquired by it from time to time and to the extent permissible.
- D. The development of the Integrated Township comprising of Residential Plots, Group Housing, Commercial, Semi Public facility etc. is being undertaken in a planned and phased manner over a period of time in a scheme known as 'Gomti Greens' on pieces and parcels of land in total admeasuring 226.37 Acres (91.609 Hectares) situated in the revenue estates of the Villages Sarsawa, Ardauna Mau and Ahma Mau, Pargana - Lucknow, Tehsil-Sarojani Nagar, District Lucknow, and named by Lucknow Development Authority as 'Gomti Nagar Extension', Sector-7, Amar Shaheed Path, Lucknow, Uttar Pradesh (hereinafter referred to as "Larger Land" / "Total Land").
- E. The Promoter has been granted a Certificate of Registration bearing No.846/CTP/2006 from the Lucknow Development Authority, Lucknow, Uttar Pradesh ("LDA") on 17.08.2006 and further a license for development of the Integrated Township has been granted vide License No. 02/SE/2009 dated 28.04.2009 ("License") by LDA which has been duly renewed by from time to time ("License"). A Development Agreement dated 24.12.2011 ("Development Agreement") was also executed by and between LDA and the Promoter and the Landowners. Thereafter, layout of the Integrated Township was also approved by LDA 26.12.2011 which has been duly renewed, revised, modified, altered, as the case may be, from time to time as per the prescribed procedure for the development of Integrated Township in Villages Ahmamau, Sarsawa and Ardonamau at Sultanpur Road, Lucknow, Uttar Pradesh over the Larger Land in accordance with the scheme of LDA.
- F. The Promoter has already undertaken developments on a part of the Total Land as an integral part of the Integrated Township. Further, in the process of the development of the Integrated Township, the Promoter has now earmarked a part of the Total Land in the Integrated Township and has planned and conceived to develop thereon as an integral part of the Scheme the development under the name & style of 'Hridayam' at 'Gomti Greens', Gomti Nagar Extension, Sector - 7, Amar Shaheed Path, Lucknow-226001, Uttar Pradesh, India, being part / phase of the Scheme ("Project") comprising of residential plots and other related facilities, if any. Accordingly, the Promoter has obtained revised approval of layout plans in respect of land admeasuring 0.0642 Acres (0.026 Hectares), ("Project Land") in respect of the Project as an integral part of the Integrated Township / Scheme being developed in a planned and phased manner over a period of time. The said Project (namely 'Hridayam') is an integral part / phase / segment / block / constituent of the Integrated Township / Scheme.
- G. The Promoter and the Landowners is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter and that of the Landowners regarding the Project Land on which the Project is to be developed and completed.
- H. The Promoter has obtained the lay out plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the Plot, from LDA. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Real Estate Act and Applicable Law.
- I. The Project has been registered under the provisions of the Real Estate Act with the Authority i.e. Uttar Pradesh Real Estate Regulatory Authority at Lucknow ("UPRERA Authority" / "Authority") on 23.02.2021 vide Registration No. UPRERAPRJ517031 and is subject to provisions of the Real Estate Act and UPRERA Rules. All contents and terms and conditions of this Agreement are duly and fairly drafted and imbibed as per provisions of



Real Estate Act. In case of any inconsistent or contrary provision in the Agreement to the provision of the Real Estate Act, the provision of the Real Estate Act and/or the UPRERA Rules shall prevail and override the same.

- J. The Promoter has the right and is authorized and empowered to receive applications for sale of plots, make and negotiate terms and conditions for such sale, receive the Total Price (as hereinafter defined) and other payments towards costs, charges and dues as stated in the Application, the Allotment Letter and this Agreement to be executed in furtherance thereof and/or as otherwise may be due from the Allottee(s) and to give valid discharge/receipts thereof in its own name, make allotments of plots, execute the Agreement, sign, execute, deliver and register further documentation for the conveyance and sale of plots and other additional/ incidental/ ancillary documents as may be necessary.
- K. The Allottee(s) has understood all limitations, restrictions, requirements and obligations of the Promoter in particular and the Landowners in general and that in relation to the Integrated Township / Scheme in general and the Project in particular.
- L. After satisfying himself of the rights and title of the Promoter and that of the Landowners, the Allottee(s) had applied for a residential Plot in the Project and has been allotted a residential Plot No. **GGL-H2-48 in the Block Sec-H** (hereinafter referred to as the "Plot") having an area admeasuring approximately **200 Sq. Mtr.(239.2 sq. yards)** as more particularly described and detailed and as depicted in 'Annexure-I' and the Payment Plan of the Plot is annexed hereto and marked as 'Annexure- III'.
- M. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- N. The Parties agree and understand that the scope of this Agreement is limited to the conditions for allotment / sale of the Plot in the said Project being developed as per currently approved layout plan and for the consideration agreed herein only. All the amounts as set out herein and payable by the Allottee(s) in accordance with the annexed Payment Plan are solely in lieu of the consideration for the sale / conveyance of the Plot and besides this, no amounts are being charged as a fee for any kind of service whatsoever as may be implied or alleged to be due hereunder or may be deemed to be rendered by the Promoter to the Allottee(s) hereunder. The Promoter has not agreed to give any service to the Allottee(s) and none shall be demanded or claimed by the Allottee(s) at any point of time during or after the term of this Agreement and / or under the provisions of this Agreement.
- O. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and the Scheme / Integrated Township.
- P. The Allottee(s) has not relied upon, and is not influenced by any architect's plan, sales plan, sales brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by any person. Furthermore, the Allottee(s) acknowledges and declares that it has agreed to purchase the Plot entirely upon its own independent enquiry and investigation and relied upon its personal secretion. The Allottee(s) has through its advocates/consultants, obtained legal advice, made enquiries, and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoter in the said Scheme / Integrated Township and the Project and has reviewed the layout plans, licenses, ownership records, etc. of the Scheme / Integrated Township and that of the Project and other documents relating to the title and competency of the Promoter to enter into the arrangement aforesaid and is satisfied with the same. The Allottee(s) further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of the Project and that of the Scheme / Integrated Township.
- Q. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- R. The Allottee(s) has / have represented and warranted to the Promoter and/or the Landowners that it has legal and valid power and authority to enter into and perform this Agreement and there is no legal restraint / impediment in this regard and further the Allottee(s) and / or its spouse/ parents/ children have never been accused and/or



prosecuted and/or convicted by any Competent Authority, of any offence relating to money laundering and/or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Exchange Regulation Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof or faced action on account of any default with respect to any property allotted in any other project of the Promoter or any of the associates/ affiliates of the Promoter or has instituted any suit or complaint or criminal or other actions/ proceedings whatsoever against the Promoter, any of its affiliates or associates. The Allottee(s) hereby understands and represents that any failure by it to furnish true and correct information or transparently disclose the true and correct facts with respect to this warranty shall amount to the breach of this Agreement and the Allottee(s) shall be liable to all the consequential action thereunder.

- S. It is expressly clarified that the Promoter has not represented in any manner or intended in any manner to convey any right or interest outside the boundary of the Project and no impression/ representation of any kind has been given to the developments and/or constructions that may take place outside the boundary of the Project in particular and the Scheme / Integrated Township in general.
- T. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Plot as specified in this Agreement.
- U. The Allottee(s) agrees and understands that the areas allotted to it are tentative and are subject to change as contemplated in this Agreement, till the Notice/Intimation of Offer of Possession or any other approval as may be required from the Competent Authority for the completion of services.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL AGREEMENTS REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND ADEQUACY OF WHICH ARE HEREBY MUTUALLY ACKNOWLEDGED), THE PARTIES AGREE AS FOLLOWS:

1. TERMS

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Plot as specified in Recital L.
- 1.2 The Parties confirm that they have read and understood the provisions of Section 14 of the Act.
- 1.3 The Total Price for the said Plot based on the plot area is ₹1,06,86,051/- (Rupees One Crore six lakhs eighty six thousand and fifty one Only) ("Total Price"). The description of the Total Price is provided in 'Annexure-II' herein.

R.S. Singh

Om Prakash

Plot No. Block No.	GGL-H2-48 Sec-H
Total Price (in Rupees)	₹1,06,86,051/- (Rupees One Crore six lakhs eighty six thousand and fifty one Only)

In addition to the Total Price, the Allottee(s) shall be liable to pay additional charges towards IFMS and other payments for any infrastructural facility and/or any other amenities which cannot be ascertained presently described in 'Annexure-II' ("Other Payments"). The Allottee(s) shall make the payment as per the payment plan ("Payment Plan") set out in 'Annexure-III'.

Explanation:

- (i) The Total Price above includes the Earnest Money to be paid by the Allottee(s) to the Promoter towards the said Plot.
- (ii) The Total Price above includes Taxes and Cesses (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the development of the Project payable by the Promoter, by whatever name called) up to the date of offer of possession of the Plot to the Allottee(s) and the Project to the association of allottees or the Competent Authority, as the case may be, after obtaining the approvals as may be required from the Competent Authority for the completion of services for the Project.

Provided that in case there is any change / modification in the Taxes and Cesses, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced based on such change / modification.

Provided further that if there is any increase in the Taxes and Cesses after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Real Estate Act, the same shall not be charged from the Allottee(s).

- (iii) It is agreed that GST is applicable on Delayed Payment Charges. Pursuant to foregoing, Delayed Payment Charges along with GST applicable thereon will be computed as and when Allottee(s) will make such payments to the Promoter in terms of the Agreement.
- (iv) Upon the offer of possession of the Plot to the Allottee(s), the Allottee(s) agrees to pay directly or if paid by the Promoter then reimburse to the Promoter on their demand all the Taxes and Cesses including without limitation in the form of GST on amount payable in or in relation to sale of Plot, fire-fighting tax or any fee, cess or taxes of all and any kind by whatever name called, whether levied or leviable now or in future and on any other charges payable by the Allottee(s) to the Promoter and/or to Maintenance Agency and/or its nominee or any other supplier of utilities and services in terms of this Agreement. The same shall also be payable by the Allottee(s) in proportion to the area of the Plot acquired under this Agreement and shall be payable immediately on demand, from the date of its applicability and the Allottee(s) agrees and undertakes to keep the Promoter fully harmless and indemnified in respect of such liability, costs, charges, penalties or expenses arising out of the same.
- (v) Any betterment charges, development levies and any other sums payable to or demanded by any Government Authority over and above the Total Price as mentioned above and the registration charges, stamp duty etc. and other incidental charges and expenses in relation to registration of the Plot in name of

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the Allottee(s), shall be borne by the Allottee(s) and shall be payable immediately on demand.

(vi) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein.

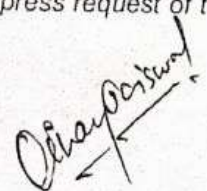
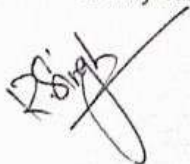
(vii) The Total Price of Plot includes recovery of price of land, development of Plot/Project, the Common Areas, IDC, EDC, taxes, cost of providing electric wiring, electrical connectivity to the Plot, water line and plumbing, fire detection and firefighting equipment in the Common Areas, if any and to the extent applicable etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot and the Project.

(viii) The Allottee(s) has agreed that out of the amount(s) paid/payable by the Allottee(s) for the Plot allotted to Allottee(s), the Promoter shall treat 10% of Total Price of Plot as Earnest Money to ensure fulfillment, by the Allottee(s) of all the terms and conditions as contained in this Agreement.

1.4 In consideration of the Allottee(s) complying with the terms and conditions of this Agreement, completing various requisite formalities, as may be required herein and agreeing to make timely and complete payment of the Total Price as per the Schedule of Payments, the Promoter agrees to sell, convey and transfer to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive, the said Plot as specified in this Agreement.

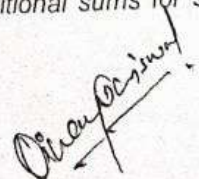
1.5 The Allottee(s) agrees and understands that all other land(s), areas, facilities and amenities, falling outside the Plot are specifically excluded from the scope of this Agreement and the Allottee(s) agrees and understands that it shall have no ownership rights or title etc. in any form whatsoever in such land(s), areas, facilities and amenities unless any of such areas, facilities or amenities have been included in the scope of this Agreement and the Allottee(s) has not paid any money for ownership in respect of such lands, areas, facilities and amenities. Such land(s) areas, facilities and amenities have not been included in the scope of this Agreement or in the computation of Total Price and therefore the Allottee(s) has not paid any money for ownership in respect of such land(s), areas, facilities and amenities. The Allottee(s) agrees and understands that ownership of such land(s), areas, facilities and amenities vests solely with the Promoter, its associates and subsidiaries and their usage and manner/method of use, disposal, etc. shall be at the sole discretion of the Promoter and its associates and subsidiaries. It is further clarified that the general Common Areas like lawns, greens, roads, entrance, facilities/amenities, etc. in the Project / Scheme / Integrated Township are common and for the benefit of all allottees of the Project / Scheme / Integrated Township.

1.6 The Allottee(s) understands and agrees that the Total Price is inclusive of cost of providing electric cable from the Electric Substation (ESS) (within the Project/ Scheme / Integrated Township) to the Feeder Pillars and making provision of pipe for laying of electrical cables in future from Feeder pillars and low voltage network to the residential plots and the water pipelines, sewer lines and storm water lines, within the Project nearest to the residential plot(s) boundary. However, all the cost, deposits and expenses for connecting the same to any individual residential plot from the Electrical panel / Feeder pillar, water line, sewer line and storm water manhole would be the obligation of and borne by the respective allottee of each residential plot who shall also be responsible for applying and obtaining the approvals for connecting the same from the Competent Authorities. Also, the Total Price does not include the cost of electric wiring, water pipes, sewerage pipes, electric and water meter etc. to the extent applicable, within or in relation to the Plot, which shall be installed, operated and maintained by the Allottee(s) at his own cost and expense. Additionally, in case of any further installation by the Promoter within the Plot on express request of the



Allottee(s), then the same shall be installed by the Promoter and the Allottee(s) shall pay the cost of the same to the Promoter as per the demands made by the Promoter, over and above the Total Price.

- 1.7 It is agreed that the Promoter shall not make any material additions and alterations in the sanctioned / approved layout plans / service plan estimate and specifications and amenities in respect of the Plot, without the previous written consent of the Allottee(s) as per the provisions of the Real Estate Act and UPRERA Rules made thereunder or as per the approvals/ instructions/ guidelines of the Competent Authorities. Provided that, the Promoter may make such minor additions or alterations as may be required to make the enjoyment of the Project comfortable and convenient for the allottees / occupants / users at large.
- 1.8 The Promoter shall have the right to effect suitable necessary alterations in the layout plan of the Project, if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position of Plot, change in the number of the Plot/or change in its dimensions or change in its area and to implement any or all of the above changes upon previous written consent of the Allottee(s) as per the provisions of the Real Estate Act.
- 1.9 The Allottee(s) has been informed and made to understand that in case any specifications qua the Project or part thereof are required to be varied/ altered/ modified in the best interest of the allottees and/ or the Project, the Promoter shall be entitled to carry out such modifications, alteration, variations as per the Applicable Laws and/ or prudent industry practice and which are reasonable and justifiable and the Allottee(s) agrees not to agitate upon the same either individually or collectively with others. The above shall in no manner be interpreted to prejudice the rights and interests of the Allottee(s).
- 1.10 Both the parties confirm that they have read and understood the provisions of the Real Estate Act as well as all Applicable Laws to the Project/Scheme/Integrated Township and the Plot.
- 1.11 The Allottee(s) has been informed that the Total Price as mentioned in this Agreement is inclusive of cost of carrying out of internal development works comprising of construction of internal roads and footpaths, drains, fixing poles and making provision for electrification of street lighting, laying of pipes and water supply, sewerage line and providing road side horticulture, development of parks etc. but does not include the registration charges, stamp duty, documentation charges/ legal charges, including statutory deposits as per actual plus administrative charges etc.
- 1.12 In case the Promoter enriches/ enhances the specifications of the Plot on the express instructions and advise of the Allottee(s) as accepted by the Promoter and/or provides additional amenities and facilities over the norms specified by the Competent Authority in this regard, then the Promoter shall be entitled to raise the demand of such additional sums for such additional service(s)/ specification(s) to the Allottee(s) as additional costs and charges and the Allottee(s) agrees to pay the same to the Promoter, without any delay, demur and protest.
- 1.13 In case the Promoter is required to make any additional / specific provisions of certain specifications for and in relation to the residential plots and/or for any additional features and services at the Project / Scheme (including installation or make provision for alternate sources of generation / distribution of electricity or additional fire safety measures over and above those required as per existing rules and regulations), which results from any directives / instructions of the Competent Authority under the Applicable Law (but not occasioned due to any default of the Promoter), then the Promoter shall be entitled to raise the demand of such additional sums for such



additional specification(s) to the allottees of the plots as additional costs and charges and the Allottee(s) agrees to pay the same proportionately to the Promoter, without any delay, demur and protest.

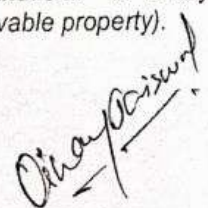
- 1.14 The Promoter shall carry out the internal development within the Project, which *inter alia*, includes laying of roads, water lines, sewer lines, storm water lines, electrical lines, low voltage lines etc. as per the overall planning in line with the sanctions and approvals so received and as detailed hereinabove. However, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the Competent Authorities. The Promoter is dependent on the Competent Authorities for providing such external linkage and the Promoter shall not be responsible for such unfinished works, save and except towards payment of EDC/ IDC/ City Development Charges, as the case may be, as applicable or similar charges to the extent set out herein.

In the event the Competent Authorities are not able to provide such external facilities by the time the Plot is offered for possession to the Allottee(s), then the Allottee(s) agrees and understands that such services and facilities shall have to be availed through Third Party agencies/ vendors as interim measure (such as, electricity/ power supply through DG sets and water tanker facilities) for which charges shall be payable by all the allottees, as determined by the Promoter / Maintenance Agency / Association of Allottees, as the case may be. In case these external linkage facilities have to be provided by the Promoter, wherein these are not provided by the Competent Authority, wherein the trunk facility is not in close proximity with the Project or the Promoter is instructed by the Competent Authorities to provide the same, then the Allottee(s) shall have to bear and pay these charges in proportionate basis to the Promoter, as the Promoter is not in a position to assess these charges at this point of time.


- 1.15 The Allottee(s) hereby confirms and agrees that the Promoter shall be liable and responsible only for and in relation to the written communication through the authorized personnel of the Promoter and the Promoter, its officials and authorized representatives shall in no manner be liable and bound by any communication in any form exchanged between the Allottee(s) and any real estate agent and/or any third parties and/or Person and/or any agreement or understanding arrived at with the aforesaid persons.

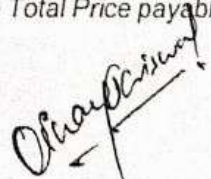
- 1.16 The Allottee(s) undertakes and agrees that the construction and development on the Plot shall be carried out strictly in accordance with the plans/ nomenclature prepared by the Promoter in accordance with the Government Approved standard plan estimate and further undertakes and agrees that the facade (including the elevation style, themes, material finishes, frame, fenestrations and boundary walls etc.) of the building constructed by Allottee(s) on the Plot shall be in accordance with the guidelines if any, provided by the Promoter / Maintenance Agency / Association of Allottees, as the case may be, to the Allottee(s) in this regard, which shall be scrupulously followed by the Allottee(s). The Allottee(s) agrees to undertake construction and development of the Plot within the time period as may be advised by the Promoter / Competent Authority / Maintenance Agency / Association of Allottees, as the case may be, at the time of offer of possession or as permitted by the Competent Authority(ies), all in accordance with the Applicable Laws and after obtaining the requisite permissions, sanctions, approvals etc. from the concerned.

- 1.17 The Allottee(s) agrees and understands that the scope of this Agreement is limited only to the terms and conditions for the conveyance/sale of the Plot for the Total Price herein agreed. The amount as setout hereinafter in this Agreement and payable by the Allottee(s) in accordance with the Payment Plan in 'Annexure-III' is solely in consideration for the conveyance/sale of the Plot (being an immovable property).



- 1.18 The Allottee(s) is/are aware that the Promoter may be applying for and thereafter will receive the permission from State Electricity Board or from any other body / commission / regulator / licensing authority constituted by the Government and /or the Competent Authority(ies) for such purpose to receive and distribute supply of electrical energy in the Scheme under prevailing rules and bye-laws of the Government and / or the Competent Authority(ies) and that the Allottee(s) undertakes to pay on demand to the Promoter proportionate share as determined by the Promoter of all deposits and charges paid / payable by the Promoter to the said U.P. State Electricity Board and/or any other body / commission / regulatory / licensing authority constituted by the Government of U.P. and/or any other authority or private party failing which the same shall be treated as unpaid portion of the Total Price payable by the Allottee(s) for the Plot and the conveyance of the Plot shall be withheld by the Promoter till full payment thereof is received by the Promoter from the Allottee(s). Proportionate share of cost, incurred by the Promoter for creating infrastructure like HT feeder, EHT substation etc. shall also be payable by Allottee(s) on demand. 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 U.P State Electricity Board or any other body responsible for such bulk supply of electrical energy. The Allottee(s) agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Promoter, from the Allottee(s) from time to time, in connection with the same.
- 1.19 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development fee payable to the Competent Authority and/or any other increase in Total Price as may be levied or imposed by the Competent Authorities from time to time, which the Allottee(s) shall be liable to pay proportionately along with other allottees in the Project, as applicable. The Allottee(s) also agrees that in case of any decrease attributable to cost / charges / fees / levies etc. (including with retrospective effect, if any) as may be notified by the Competent Authorities, the same shall be adjusted proportionately in favour of the Allottee(s), and such adjustment shall be made from the next installment due from the Allottee(s) following the intimation of such decrease by the Promoter/ Competent Authority, as the case may be. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in the Total Price attributable to cost / charges / fees / levies etc. as may be imposed by the Competent Authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee(s), for the next installment due from the Allottee(s) following the intimation of such increase by the Promoter/ Competent Authorities. Provided that if there is any new imposition of charges / fees / levies etc. or increase of the Total Price after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Competent Authority, the same shall not be charged from the Allottee(s).
- 1.20 The Allottee(s) shall make all payments in time as per Payment Plan opted by the Allottee(s) and other applicable dues as may be demanded by the Promoter from time to time.
- 1.21 The Allottee(s) has seen and accepted all documents including but not limited to the plans, designs, specifications of the Scheme/Plot which are tentative in nature and the Allottee(s) is signing this Agreement with the full knowledge about the same and other terms and conditions.
- 1.22 The Promoter shall confirm the final area of the Plot of the Plot as per approved layout plan and service plan estimate after the development of the Project or part thereof, as the case may be, along with the essential services is complete. The Promoter will inform the Allottee(s) about details of changes, if any, in the area of the Plot. The Total Price payable





for the Plot after taking into account the revised area of the Plot shall be recalculated upon such confirmation by the Promoter and appropriate adjustment shall be carried for the amount paid/ payable by the Allottee(s). In the event of increase in the area of the Plot, the Promoter shall demand the shortfall from the Allottee(s) and the same shall be paid by the Allottee(s) within 30(Thirty) days. In case of reduction in the area of the Plot, the excess amount paid by the Allottee(s) in respect of the Plot shall be adjustable in the last installment payable by the Allottee(s) or refunded by the Promoter to the Allottee(s) without any interest or compensation, at its sole discretion, within 45 (Forty-Five) days without any interest thereon from the date when such excess amount was paid by the Allottee(s).

- 1.23 Subject to Clause 10 of this Agreement, and upon execution of the Conveyance Deed, the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the said Plot as mentioned below:
- i. The Allottee(s) shall have exclusive ownership of the Plot for residential use;
 - ii. The Allottee(s) shall also have right to use the Common Areas, subject to timely payment of Maintenance Charges. Since the interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and in a peaceful and harmonious manner.
- 1.24 The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and the Plot, but subject to strict adherence of the safety guidelines of the Promoter including the proper documentation, if any, for such visit. For any such site visit, the Allottee(s) shall have to give an advance written request for the same and the Promoter shall arrange the site visit of the Allottee(s) accordingly. The Promoter and persons claiming under/ through the Promoter shall not be held responsible/ accountable for any loss or damage which may be suffered by the Allottee(s) on account of any accident/ mis-happening that may occur/ happen to the Allottee(s) and/or any other person accompanying the Allottee(s) and/or to the property of the Allottee(s) and/or of such other person, at the time of such inspection.
- 1.25 The Promoter agrees to pay all outstanding before transferring the physical possession of the plots to the allottees, (including land cost, ground rent, municipal or other local taxes, charges, levies etc., charges for water and/or electricity, maintenance charges, including mortgage loan and interest on mortgages and/or other encumbrances and such other liabilities payable to Competent Authorities, banks and financial institutions and other lending entities, which are related to the Project).
- 1.26 The Allottee(s) has paid a sum of **INR 5,00,000/- (Rupees Five Lacs Only)** as application amount which forms a part of the Earnest Money being part payment towards the Total Price of the Plot at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Plot as prescribed in the Schedule of Payments, as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee(s) delays in payment towards any amount which is payable, the Allottee(s) shall be liable to pay Delayed Payment Charges.
- 1.27 It is made abundantly clear by the Promoter and agreed to by the Allottee(s) that no other land shall form part of this Agreement and the Allottee(s) agrees and understands that it shall have no right, title, or interest of any kind whatsoever, on any other land forming part of the Scheme/Integrated Township except to the extent of using only such general commonly used areas and facilities within the

R. Singh

Om Prakash

Scheme/Integrated Township subject, however, to the timely payment of Maintenance Charges as stipulated in the Maintenance Agreement.

1.28 It is agreed, acknowledged, represented and understood by the Applicant(s) and the Allottee(s) hereby confirm that the Promoter is currently contesting a demand received by the Promoter from Lucknow Development Authority towards the bandha charges in respect of a bandha purportedly considered to be constructed by the State Government of Uttar Pradesh alongside the Gomti River ("**Bandha**") to protect the Integrated Township including the Plot from floods etc. The Applicant(s) represents, undertakes, agrees and acknowledges to pay the said Bandha charges without any objection, protest or demur, on a pro rata basis, as and when, the same shall be demanded by the Promoter, upon the said demand being determined to be payable by the Promoter on account of the same. The Allottee(s) undertakes to indemnify the Promoter from any pecuniary losses and penalties, interest and expenses including but not limited to the litigation expenses etc. due to delay / non-payment of the said charges by the Allottee(s) upon being demanded by the Promoter to be paid to the said authority. Further, in case the said charges remain unpaid on being demanded by the Promoter as stated herein, the same shall be considered to be unpaid dues and unpaid portion of the Total Price of the Plot and the Promoter shall as such be also entitled to cancel the allotment and/ or withhold the execution of conveyance deed/ sale deed without prejudice to and in addition to any other rights and remedies as shall be available in the course of law or equity.

1.29 **Club and Related Charges:**

- i. In accordance with the development plan of the Project/Scheme/Integrated Township, the Promoter is developing a club ("**Club**") for recreational purposes. The Club may be developed either simultaneously with or after development of the Project/Scheme/Integrated Township. The Allottee(s) agrees to pay Club Membership Registration Charges ("**CMRC**") usage and/or development expenses or other charges as decided for becoming the member of the Club. The Allottee(s) shall not interfere in the management and/or maintenance of the Club in any manner whatsoever. The ownership of the Club, its equipment, buildings and constructions together with the rights in the land underneath shall continue to vest with the Promoter at all times irrespective of whether its management is done by the Promoter and/or its nominee appointed for this purpose. The Allottee(s) shall be entitled to avail Club facilities only as per the rules and regulations formulated by the Promoter/Maintenance Agency, from time to time.
- ii. All areas, facilities and amenities of the Club are specifically excluded from the scope of this Agreement and the Allottee(s) shall not be entitled to any ownership rights, title or interest etc., in any form or manner whatsoever in such facilities and amenities. Such facilities and amenities have not been included in the Total Price and the Allottee(s) has not paid any money for the ownership in respect such areas, facilities and amenities. The Allottee(s) agrees that the ownership of such areas, facilities and amenities shall vest solely with the Promoter and the manner/method of its usage shall be determined by the Promoter at its sole discretion. The Promoter, as the owner, of such areas, facilities and amenities shall have the sole and absolute right and authority to deal, in any manner, including but not limited to creation of rights in favor of any Third Party by way of sale, transfer, lease or any other mode which the Promoter in its sole discretion may deem fit.
- iii. Further it is understood, acknowledged and agreed by the Allottee(s) that the specific facilities and/ or amenities of the Club is not only meant for the residents of the Project/Scheme/Integrated Township but it is also available to public at large, the manner, payment and usage of which shall be at the sole discretion of the Promoter and the same shall not be objected by the Allottee(s), whatsoever.

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2. **MODE OF PAYMENT**

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the development milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan in 'Annexure-III' hereto through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of M/s Emaar India Limited collection A/c for "Hridayam at Emaar Gomti Greens" payable at Lucknow/Gurugram/New Delhi. The Promoter reserves the right to amend or change the account details and payment advises/ instructions and provide new or modified bank account details to allottees. The date of clearing of the instrument/ receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be borne by the Allottee(s) and credit shall be granted from the date of actual receipt of funds.
- 2.2 The Allottee(s) is under legal obligation as per provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June, 2013) to deduct tax at source (TDS) @ 1% (one percent) from each instalment/ payment. The Allottee(s) shall be required to submit TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of remittance of payment to the Promoter so that the appropriate credit may be allowed to the account of the Allottee(s).
- 2.3 All payments shall be subject to realization and the date of credit into the Promoter's bank account shall be deemed to be the date of payment. It shall be the obligation of the Allottee(s) to ensure that each payment is made in such time that the amount due is credited into the said bank account on or before its due date. The Allottee(s) also understands and agrees to be liable and responsible for all payments including any payments by any Third Party (on his behalf) made to the Promoter in respect of the Plot.
- 2.4 The Allottee(s) understands and agrees that although the Allottee(s) may obtain finance from any financial institution/ bank/ entity or any other lawful source for the purchase of the Plot as may be permissible under Applicable Law, however the Allottee's obligation to make timely payments for the Plot pursuant to this Agreement shall not be contingent upon the Allottee's ability, capacity or competence to obtain or continue to obtain such financing. The Allottee(s) shall, regardless of any financing, remain bound under this Agreement for fulfilling all obligations relating to the payments of all dues relating to the Plot. The rights of the financial institution/ bank/ entity or any other lawful source shall be subservient or equivalent to the rights of the Allottee(s) under this Agreement and shall not be more or better than that of the Allottee(s). The Allottee(s) agrees and understands that the Promoter shall not be under any obligation whatsoever to make any financial arrangements for the Allottee(s) and the Allottee(s) shall not omit, ignore, delay, withhold, or fail to make timely payments due and payable to the Promoter in accordance with the Payment Plan on the grounds of non-availability, rejection, non-disbursement, delay in sanction or disbursement of any bank loan or finance and/or for any reason whatsoever and if the Allottee(s) fails to make timely payments due to the Promoter, then the Promoter shall have the right to exercise all the rights and remedies as available to it under the Applicable Law. In the event any loan facility has been availed by the Allottee(s), the Conveyance Deed shall be executed only upon receipt of the no-objection certificate from such bank/financial institution/entity or any other lawful source.
- 2.5 Further, any refund to be made in terms hereof, shall be made to the Allottee(s) strictly in terms of the financial arrangement and understanding and the lending facility agreement entered into between the Allottee(s) and his bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity or any other lawful source from whom the Allottee(s) has raised loan/ finance for purchase of the Plot. In cases of any such refund being made by the Promoter directly to the bank/ financial institution/

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Non-Banking Financial Company/ other lending institution/ lending entity or any other lawful source, the same shall be deemed as a refund to the Allottee(s) for the purposes of this Agreement in full and final satisfaction and settlement of account of the Allottee(s) in respect of and in relation to the Plot against the Allottee(s) as well as such bank/ financial institution/ Non-Banking Financial Company/ other lending institution/ lending entity or any other lawful source and no other claim, monetary or otherwise shall lie against the Promoter and the Plot.

- 2.6 Save and except in the case of any bank/ financial institution/ entity or any other lawful source with whom any agreement has been separately executed for financing the Plot, if any, the Promoter shall not accept any payments on behalf of the Allottee(s) from a Third Party, unless the same is accompanied with a no-objection certificate from such Third Party as per the approved format of the Promoter, failing which the Promoter may in its sole discretion reject the same and return the said payment directly to said Third Party.
- 2.7 The Promoter shall not be responsible towards any Third Party that has made payments or remittances to the Promoter on behalf of the Allottee(s) and any such Third Party shall not have any right, title and/or interest against the Plot and/or under this Agreement whatsoever. The Promoter shall communicate only with the Allottee(s) and shall issue its payment receipts only in the name of and to the account of the Allottee(s).
- 2.8 The mode of payments will be as per the schedule attached and opted by the Allottee(s) from the available options.
- 2.9 The options opted by the Allottee(s) in this Agreement is final and no changes are normally allowed in the same. In the event the Allottee(s) desires any changes, the Allottee(s) shall make a request in writing which the Promoter shall consider without any obligation for providing the same. However, if the Promoter decides to make any changes as per the request, the Allottee(s) shall be liable to make payments for the same as decided by the Promoter.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Allottee(s), if resident/ 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 rules and regulations made thereunder, directions and circulars issued from time to time and any statutory amendment(s) modification(s) made thereof and all other Applicable Laws including that of remittance of payment for acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Allottee(s) understands and agrees that in the event of any failure on his/ her/ their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she/ they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of the Allottee(s) and such Third Party shall not have any right in the application/Allotment of the Plot applied for in any way and the Promoter shall be issuing payment receipts in favor of the Allottee(s) only. The Allottee(s) shall keep the Promoter 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,

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it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with all necessary formalities, as specified and under the Applicable Laws.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

4.2 The Allottee(s) agrees that the Promoter shall adjust amounts received from the Allottee(s) first towards statutory levies and then towards interest on overdue installments and thereafter towards overdue installments or any other outstanding demand and finally, the balance, if any, would be adjusted towards the current installment or current dues.

5. TIME IS ESSENCE

5.1 The Parties agree that time shall be of essence for this transaction. The Allottee(s) shall pay the amounts due within the due dates as per the Payment Plan in 'Annexure-III' hereto. The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the UPRERA Authority and towards handing over the Plot to the Allottee(s).

6. DEVELOPMENT OF THE PROJECT/ PLOT

6.1 The Allottee(s) acknowledges and confirms that he/ she/ its authorized representative has seen the specifications and topography of the said Plot, sanctioned layout plan / service plan estimate, specifications, amenities and facilities etc. (as the case may be) regarding the Project as approved by the Competent Authority(ies) wherein the Plot is located and has consented and agreed to abide by the bye-laws, FAR, density norms, provisions prescribed, approved plans, terms and conditions of License/ allotment as well as registration of Real Estate Act and provisions as applicable from time to time. The Promoter shall develop the Project including the Common Areas in accordance with the applicable bye laws, FAR, density norms, provisions prescribed, approved plans, terms and conditions of License/ allotment as well as registration of UPRERA Authority and provisions, as applicable from time to time, till completion of the said Project. Subject to the terms of this Agreement, the Promoter undertakes to strictly abide by the plans as approved by the Competent Authority (ies) for the Project and shall have no option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals, instructions, guidelines of the Competent Authorities and/or as provided herein in this Agreement.

6.2 The Allottee(s) shall undertake the construction on the Plot as per the terms of and within the agreed timelines as provided in this Agreement and as otherwise permissible under the Applicable Laws. The Allottee(s) undertakes to strictly abide by the plans as approved by the Competent Authority(ies) for the Project in general and for the said Plot in particular and the Allottee(s) shall also strictly abide by the Applicable Laws to make any variation/ alteration/ modification in such plans, other than as permissible and shall be fully responsible and liable for the same and shall keep the Promoter fully indemnified and harmless in this regard.

6.3 The Allottee(s) agrees, undertakes and confirms to maintain homogeneity of the Project, in terms of standard specifications of the built-up area in the Project. The Plot allotted to the Allottee(s) can be used only for residential purposes and the Allottee(s) hereby

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undertakes to use and develop the Plot for this purpose only and not for any other purpose whatsoever.

6.4 The Allottee(s) further agrees and understands that the Allottee(s) shall be responsible for construction on the Plot allotted and for obtaining all the necessary permissions, sanctions and permits for the same on the Plot at the Allottee's sole costs and expenses. For this purpose, the Allottee(s) undertakes to abide by all rules, bye-laws, notifications, circulars of the local authorities, Competent Authorities and shall conform, abide by and adhere to the same at all times.

6.5 The Allottee(s) undertakes and agrees that the construction and development on the Plot shall be carried out strictly in accordance with the plans/ design / nomenclature prepared by the Promoter in accordance with the Government Approved service plan estimate and further undertakes and agrees that the facade (including the elevation style, themes, material finishes, frame, fenestrations and boundary walls etc.) of the building constructed by Allottee(s) on the Plot shall be in accordance with the guidelines if any, provided by the Promoter to the Allottee(s) in this regard, which shall be scrupulously followed by the Allottee(s). The Allottee(s) agrees to undertake construction and development of the Plot within the time period as may be advised by the Promoter at the time of offer of possession, all in accordance with the Applicable Laws and after obtaining the requisite permissions, sanctions, approvals etc. from the concerned.

7. POSSESSION OF THE SAID PLOT

7.1 **Schedule for possession of the said Plot:** The Promoter agrees and understands that timely offer of possession of the Plot to the Allottee(s) is the essence of the Agreement, all subject to the terms and conditions of this Agreement.

7.2 The Promoter assures to offer the handover of possession of the Plot, as per the agreed terms and conditions, unless there is a delay due to, but not limited to (i) Force Majeure as per Applicable Law or as understood in common parlance; (ii) court orders; (iii) Government Policy/ guidelines; (iv) policy/ guidelines of Competent Authorities; (v) decisions affecting the regular development of the Project; (vi) the promulgation of or an amendment in any law, rule or regulation, or the issue of any injunction, or direction from any Governmental Authority(ies) / Competent Authority(ies) that restricts or prevents the Promoter from complying with any or all the terms and conditions as agreed in this Agreement; (vii) any legislation, order or rule or regulation made or issued by the Governmental Authority(ies) / Competent Authority(ies) or any other authority; (viii) if any Governmental Authority(ies) / Competent Authority(ies) refuses, delays, withholds, denies the grant of any necessary or requisite approval for the said Project or any part thereof or any plots therein, or other facilities and amenities and provisions therein; (ix) if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority(ies) / Competent Authority(ies) becomes subject matter of any suit / writ / legal proceedings before any competent court of law; (x) any restraint or other embargo on the construction / development or restrictions on the timings of construction / development by any court of law or other Competent Authority / Governmental Authority whether it be partial / complete; (xi) by any other event/ reason of delay recognized or allowed in this regard by any Governmental Authority(ies) / Competent Authority(ies) or other authority or under the Applicable Laws, on or before the expiry of the validity of the UPRERA Registration Certificate or any other date as maybe duly extended under the provisions of the Real Estate Act or the UPRERA rules or as otherwise permissible under the Applicable Laws, subject to however to the limitations and the timely performance of its obligations by the Allottee(s) under the terms and conditions of this Agreement. If, the completion of the Project is delayed due to any of the above conditions, then the Allottee(s)

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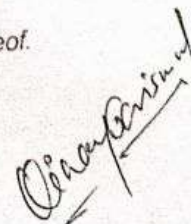
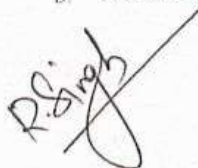
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agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot, provided the above conditions are not of the nature which makes it impossible for the Agreement to be performed. The Allottee(s) shall not be entitled to any compensation for the period of such delay.

- 7.3 It is further agreed between the Parties that the Allottee(s) shall not raise any objection or refuse to take possession of the Plot on any pretext whatsoever, if the possession of the same is being offered duly completed with all specifications and amenities, any time prior to the aforementioned period in Clause 7.2.
- 7.4 The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to offer the possession of the Plot or implement the Project due to Force Majeure circumstances or due to the reason beyond the reasonable control of the Promoter, then this Agreement and the allotment of the Plot hereunder shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) within 120 (One Hundred and Twenty) days from that date or any other timeline as may be allowed under Real Estate Act and UPRERA Rules. The Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that the Allottee(s) shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.5 Subject to the Applicable Laws, if on account of any reasonable and justifiable reason the development of Project in which the Plot has been booked by the Allottee(s) cannot be proceeded with further, then in such an event, the Allottee(s) shall be offered with a Plot in the development of the same strata in any other project/Scheme/Integrated Township of the Promoter or its associates/ affiliates or any Third Party so as to place the Allottee(s) in a same justifiable position as under this Agreement.
- 7.6 In case the Project/Scheme/Integrated Township is developed in phases, it will be the duty of the Promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the Association of Allottees once all phases in the Project/Scheme/Integrated Township are completed.

Procedure for taking possession

- 7.6.1 The Promoter shall, upon laying of the services as per approved service plan estimate, in respect of Project/ or part thereof, offer in writing to the Allottee(s) the possession of the Plot and call upon the Allottee(s) in writing ("**Notice/Intimation of Offer of Possession**") to take possession of the Plot subject to payment of the Total Price by the Allottee(s) along with Delayed Payment Charges as may be applicable thereon and Other Charges and to execute necessary indemnities, undertakings, Maintenance Agreement and other documentation as the Promoter may prescribe.
- 7.6.2 The Promoter, shall offer the possession of the Plot, to the Allottee(s) subject however to fulfillment by the Allottee(s) of following conditions precedent ("**Conditions Precedent**"):
- a. The Allottee(s) shall have paid all Taxes and Cesses, costs, charges, stamp duty required towards execution of the Conveyance Deed and this Agreement and all other costs and charges required to be paid by the Allottee(s) in accordance with the terms of this Agreement and there shall be no amounts outstanding in respect thereof,
 - b. The Allottee(s) shall not be in breach of the terms hereof.



Possession of the Plot shall be simultaneous to the execution of Conveyance Deed. The Allottee(s), after taking possession, agree(s) to pay the Maintenance Charges as determined by the Promoter/Maintenance Agency or the Association of Allottees/Competent Authority, as the case may be.

- 7.6.3 The Promoter shall have the first lien and charge on the Plot for all its dues that may/become due and payable by the Allottee(s) to the Promoter.
- 7.6.4 After the receipt of all installments and other dues, if any, "No Dues Certificate" will be issued by the Promoter to the Allottee(s). After the issuance of No Dues certificate, the Allottee(s) shall be required to get the Conveyance Deed executed.
- 7.6.5 **Failure of Allottee(s) to take Possession of Plot**
Upon receiving a written intimation from the Promoter i.e. Notice/Intimation of Offer of Possession as per Clause 7.6.1, the Allottee(s) shall within the time stipulated by the Promoter in the notice offering possession, take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall, after satisfactory execution of such documents and payment by Allottee(s) of all the dues and subject to the Allottee(s) having complied with all the terms and conditions of this Agreement including the fulfillment of the Conditions Precedent and Allottee(s) not being in default under any of the provisions of this Agreement and has complied with all provisions and formalities, give possession of the Plot to the Allottee(s).
- 7.6.6 In case, the Allottee(s) fails to comply with the essential documentation, undertaking etc. and/or fails to take possession within the time provided in the Notice/Intimation of Offer of Possession, then (i) the Allottee(s) shall continue to be liable to pay the dues as specified in the Notice/Intimation of Offer of Possession along with the applicable Maintenance Charges and holding charges at the prescribed and applicable rates for the period beyond 3(three) months till actual date of possession and (ii) the Promoter shall postpone the execution of Conveyance Deed and handing over possession of the Plot until the entire outstanding dues along with Delayed Payment Charges, applicable Maintenance Charges and holding charges as may be applicable thereon, have been fully paid by the Allottee(s). The Allottee(s) agrees that such holding charges shall be a distinct charge unrelated to and in addition to the maintenance or any other charge as provided for in this Agreement which shall be separately payable at the risk, responsibility and cost of the Allottee(s).
- 7.6.7 In the event of non-payment of such holding charges or Maintenance Charges and/or due to unreasonable delay in taking over the possession in spite of the reminders sent by the Promoter and such delay exceeds more than 3 (three) months from the date of expiry of the stipulated time period for taking possession of the Plot, the Promoter shall be at liberty to cancel this Agreement as well as allotment of the Plot and forfeit the Earnest Money and also recover/adjust the Delayed Payment Charges and brokerage and any rebates availed earlier/margin/incentive paid by the Promoter to a "Channel Partner" (in case the booking is made by the Allottee(s) through a Channel Partner), along with applicable taxes on such forfeited amount or any other charges as maybe permitted to be deducted/forfeited under the Applicable Law from the payment made by the Allottee(s) up to the date of such cancellation. The Promoter shall however provide a prior written notice of 30 (thirty) days in writing to the Allottee(s) prior to effecting such cancellation.
- 7.6.8 The Allottee(s) agrees and undertakes to indemnify the Promoter in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Allottee(s).
- 7.6.9 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project/Scheme by the association

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of allottees, or the Competent Authority, as the case may be. In the event the aforesaid association of allottees is not formed, then till the formation of such association, or the handing over of maintenance of the Project/Scheme to the Competent Authority, as the case may be, the Maintenance Charges, as shall be determined by the Promoter/Maintenance Agency, shall be paid by the Allottee(s) to the Maintenance Agency/Promoter from the offer of possession of the Plot.

Construction on the Plot

- 7.6.10 The Allottee(s) shall complete the construction on the Plot within a period of 5(Five) years from the date of Notice/Intimation of Offer of Possession by the Promoter to the Allottee(s). If the Allottee(s) fails to complete the construction and obtain a certificate for occupation and use from the applicable Competent Authority within 5 (Five) years from the Notice/Intimation of Offer of Possession, the Allottee(s) hereby grants the right to the Promoter to resume the Plot, refund the monies paid by the Allottee(s) after deducting there from the Earnest Money. However, Promoter may, at its sole discretion, accede to the written request of the Allottee(s) to extend the construction period but only upon the Allottee(s) paying a late construction penalty to the Promoter calculated at the rate of ₹ 1/- per sq. ft. per month on the total area of the Plot for the entire period of delay to be computed beyond 3(three) months of the due date. This penalty may be escalated in case where the delay continues beyond a period of 12(twelve) months after the grant of first extension and the Promoter decides to grant further extension beyond 12(twelve) months, at its sole discretion. A provision to this effect will also be incorporated in the Conveyance Deed. The Allottee(s) agrees with the Promoter that this provision is necessary to be incorporated in this Agreement and the Conveyance Deed with a view to develop and habitat the Project.
- 7.6.11 It is made clear to the Allottee(s) that the late construction penalty are distinct and separate charges, payable by the Allottee(s) to the Promoter.
- 7.6.12 The Allottee(s) agrees that it is not permissible to join and make contiguous the plots which are located behind each other and the Allottee(s) hereby undertake(s) to abide by this condition. The Allottee(s) is also not permitted to sub-divide the Plot. Similarly, it is made clear that it may be permissible, subject to the approval of the Competent Authority, to join and make contiguous the plots which are next to each other and are lying side by side in a row (not behind each other). It is specifically made clear to the Allottee(s) that the approval of the building plan(s), occupation certificate etc., shall be at his sole costs and responsibility and the Promoter shall have no role in the same whatsoever.
- 7.6.13 The Allottee(s) specifically undertake(s) to strictly abide by all norms and conditions of the zoning plan/layout plan/building plan, notifications, rules, Lucknow Development Authority's guidelines, bye-laws, regulations, directions and/or any other approvals granted by the Competent Authority in respect of the Plot/Scheme as may be applicable from time to time.
- 7.6.14 The Allottee(s) agrees to abide by the rules and regulations as prescribed by the Petroleum and Explosives Safety Organization (PESO) in terms of storage of hazardous, inflammable and Explosive substances within the premises of the Plot. The provisions of the Inflammable Substances Act, 1952; The Petroleum Rules, 2002; The Gas Cylinder Rules, 2004 and/or any other relevant Act or Rule as applicable from time to time on the Project and Plots.
- 7.6.15 The Allottee(s) agrees that, the Plot allotted to the Allottee(s) can be used only for residential purposes which is the permitted usage and the Allottee(s) hereby undertakes to use and develop the Plot for residential purpose only and not for any

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other purpose whatsoever. However, pursuant to allotment, if the Allottee(s) uses or is found to be using the Plot for any purpose, other than residential purpose, which is not in consonance with the scheme of the Project, or is detrimental to the public interest, then the Promoter may send a notice to the Allottee(s) to use the Plot as per permitted usage and to rectify / cure the defect within a period of thirty days (30) days of the notice issued by the Promoter to the Allottee(s) in the said connection. In case the Allottee(s) does not cure / rectify the defect within the said cure period provided by the Promoter to the Allottee(s) herein, the Promoter shall have the right to treat this provisional allotment as cancelled and resume the possession of the Plot and to take appropriate steps to get the Conveyance Deed cancelled and the Allottee(s) hereby agrees and confirms that he / she / it / they shall not raise any objection to the same. The Allottee(s) also hereby agrees to indemnify the Promoter against any penal action, damages or loss due to misuse of the Plot for which the Allottee(s) shall be solely responsible.

7.6.16 **Cancellation by Allottee(s)** - The Allottee(s) shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/ withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Earnest Money and Delayed Payment Charges and brokerage and any rebates availed earlier/ margin/ incentive paid by the Promoter to a "Channel Partner" (in case the booking is made by the Allottee(s) through a Channel Partner), along with applicable taxes on such forfeited amount or any other charges as may be permitted to be deducted/ forfeited under the Applicable Law. The Promoter shall return 50% of the balance amount of the money paid by the Allottee(s) within 45 (Forty-Five) days of such cancellation/withdrawal and the remaining 50% of the balance amount on re-allotment of the Plot or at the end of one year from the date of cancellation/withdrawal by the Allottee(s), whichever is earlier.

Compensation

7.6.17 The Promoter shall compensate the Allottee(s) in case of any loss caused to the Allottee(s) due to defective title of the Project, or any part or portion thereof on which the Project is being developed or has been developed, in the manner as provided under the Real Estate Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

7.6.18 Except for occurrence of Force Majeure, court orders, Government Policy/ guidelines, policy/ guidelines of Competent Authorities, decisions affecting the regular development of the Project and/or any other event/ reason of delay recognized or allowed in this regard by the Competent Authority, if any, and the circumstances / events as set out / enumerated in Clause 7.2, and the extension of the time in pursuance thereof for the Promoter's obligations, if the Promoter fails to complete or is unable to give possession of the Plot:

- (i) in accordance with the terms of this Agreement, duly completed before the expiry of the validity of the UPRERA Registration Certificate or any extension as maybe permitted under the Real Estate Act and UPRERA Rules of otherwise as permitted under any Applicable Laws;
- (ii) due to discontinuance of his business as a developer on account of the suspension or revocation of the registration under the Real Estate Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee(s) wishes to withdraw from the Project, to return the total amount received by him in respect of the Plot, subject to receipt of the refund/ credit of applicable taxes by the Promoter.

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from the Competent Authorities, with Delayed Payment Charges in the manner as provided under the Act with the 45 (Forty-Five) days of its becoming due.

Provided that if the Allottee(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate prescribed in the UPRERA Rules for every month of the delay, on the amounts received towards the Total Price of the Plot, till the offer of possession of the Plot, which shall be paid by the Promoter to the Allottee(s) within 45 (Forty-Five) days of its becoming due.

The Promoter and the Allottee(s) have agreed that the Delayed Payment Charges is just and equitable estimate of the damages that the Allottee(s) may suffer and the Allottee(s) agrees that it shall not have any other claims/rights, etc. of whatsoever nature.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- 8.1 The Promoter hereby represents and warrants to the Allottee(s) as follows, as on the date of execution hereof:
- (i) The Promoter/Landowners has absolute, clear and marketable right, title and interest with respect to the Project Land; the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land. However, certain plots of as comprised in the Scheme/Integrated Township have been placed as security with LDA for the purposes of due compliance towards the approvals granted by LDA for the Scheme/Integrated Township;
 - (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
 - (iii) Save and except as disclosed by the Promoter to the concerned Government Authority in terms of the Real Estate Act and the information provided from time to time in terms of the Real Estate Act, there are/shall be no encumbrances and litigations upon the land in respect of the Project or the Project that shall affect/affect the rights and interest of the Allottee(s);
 - (iv) All current and existing approvals, licenses and permits issued by the Competent Authorities with respect to the Project/Scheme/Integrated Township and said Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, said Plot and the Common Areas;
 - (v) The Promoter has the legal and valid power and authority to enter into this Agreement and has not committed or omitted to perform any act of thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
 - (vi) The Promoter 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 Project Land, including the Project and the Plot (except for the Development Agreement between the Promoter and Landowners) and the said Plot which will, in any manner, affect the rights of Allottee(s) under this Agreement;
 - (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee(s) in the manner contemplated in this Agreement;
 - (viii) At the time of the execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot for residential usage to the Allottee(s). The possession and control of the Common Areas shall be handed over to the Association of Allottee(s) or the Competent Authority, as the case may be, as provided under the Applicable Laws;
 - (ix) The Project 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 Project Land;
 - (x) The Promoter has duly paid and shall continue to pay and discharge all governmental

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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 Notice/Intimation of Offer Of Possession has been issued.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES**

9.1 Subject to occurrence of Force Majeure, court orders, Government Policy/ guidelines, policy/ guidelines of Competent Authorities, decisions affecting the regular development of the Project/Scheme/Integrated Township and/or any other event/ reason of delay recognized or allowed in this regard by the Authority, if any, and the circumstances / events as set out / enumerated in Clause 9.2, and the extension of the time in pursuance thereof for the Promoter's obligations, the Promoter shall be considered under a condition of default, in the following events:

- (i) Promoter fails to give possession of the said Plot for residential usage to the Allottee(s) or fails to complete the Project within the timelines as set out in Clause 9.2 herein barring failure of government/ other statutory bodies in providing the external infrastructure such as laying of sewer, water supply line, road electrification, etc. as per the applicable approvals for the Project/Scheme/Integrated Township;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Real Estate Act or the UPRERA Rules or regulations made thereunder.

9.2 In case of default by Promoter under the conditions listed above, a non- defaulting Allottee(s) is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the development milestones, if applicable and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Plot, along with interest at the rate prescribed in the Real Estate Act read with the UPRERA Rules and regulations within 45 (Forty-five) days of receiving the termination notice.
- (iii) Where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the UPRERA Rules, for every month of delay till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee(s) within 45 (forty-five days) of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay Delayed Payment Charges to the Promoter on the unpaid amount.
- (ii) In case of default by the Allottee(s) under the conditions listed above continues for a period 3 (Three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot, in favour of the Allottee(s) and refund the money paid to the Promoter by the Allottee(s) after forfeiting the Earnest Money and Delayed Payment Charges (payable by the Allottee(s) for breach and non-payment of any due payable to the Promoter) and brokerage/ any rebates availed earlier/ margin/ incentive paid by the Promoter to a "Channel Partner" (in case

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booking is made by the Allottee(s) through a Channel Partner) along with applicable taxes on such forfeited amount. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s), subject to the receipt of refund/ credit of the applicable taxes by the Promoter from the Competent Authorities, without interest or compensation within timelines prescribed under the Real Estate Act and the UPRERA Rules. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination.

(iii) If, (a) the allotment of the Plot has been obtained by the Allottee(s) through fraud, misrepresentation, misstatement of facts, or concealment/ suppression of any material fact, or (b) the Allottee(s) is not competent to enter into this Agreement for reasons of insolvency or due to operation of any regulation or law; then the Promoter may cancel the allotment of the Plot, and refund the money paid to him by the Allottee(s) by forfeiting the Earnest Money and Delayed Payment Charges (payable by the Allottee(s) for breach and non-payment of any due payable to the Promoter) and brokerage/ any rebates availed earlier/ margin/ incentive paid to a Channel Partner (in case booking is made through a Channel Partner) along with applicable taxes on such forfeited amount. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s), subject to the receipt of refund/ credit of the applicable taxes by the Promoter from the Competent Authorities, without interest or compensation within timelines prescribed under the Real Estate Act and the UPRERA Rules. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination.

9.4 The Allottee(s) agrees that in case of cancellation of allotment for default in making payment or for any other reason envisaged under this Agreement then this Agreement shall stand cancelled without any further action on part of the Parties, and thereafter the Allottee(s) shall be seized to have any right or interest whatsoever in the said Plot.

9.5 The Allottee(s) further understand and agrees that after the cancellation of allotment and termination of this Agreement, as above, the Promoter shall be at liberty to book the said Plot to any prospective purchaser/allottee to which the Allottee(s) accord its approval hereto without any protest or demur whatsoever.

9.6 In addition to Clause 9.3, the Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) Dishonor of any cheque(s), including post-dated cheques, given by the Allottee(s) to the Promoter, for any reason whatsoever;
- (ii) Failure to execute the Conveyance Deed, Maintenance Agreement and any other document required to be executed by the Promoter, within such the timelines as stipulated by the Promoter and in terms of the Agreement;
- (iii) Allottee(s) fails to take possession of the Plot, within the time provided in Possession Notice;
- (iv) Failure to pay any Taxes and other charges including stamp duty, legal charges, registration charges, any incidental charges etc. in terms of this Agreement; and
- (v) Any other breach of a provision under this Agreement by the Allottee(s).

In case such default or failure continues for 3(Three) months, then the Promoter may cancel the allotment of the Plot, and refund the money paid to him by the Allottee(s) by forfeiting the Earnest Money and Delayed Payment Charges (payable by the Allottee(s) for breach and non-payment of any due payable to the Promoter) and brokerage/ any rebates availed earlier/ margin/ incentive paid to a Channel Partner (in case booking is

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made through a Channel Partner) along with applicable taxes on such forfeited amount. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s), subject to the receipt of refund/ credit of the applicable taxes by the Promoter from the Competent Authorities, without interest or compensation within timelines prescribed under the Real Estate Act and the UPRERA Rules. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID PLOT

10.1 The Promoter, on receipt of Total Price and Other Charges, if any, of the Plot under the Agreement by the Promoter, from the Allottee(s) along with Delayed Payment Charges as may be applicable thereon and completion of all other formalities and documentation by the Allottee(s) as per this Agreement, shall execute and register a Conveyance Deed preferably within 3 (three) months from the date of issuance of the Notice/Intimation for Offer of Possession and convey title of the Plot for which the possession is granted to the Allottee(s). However, payment of the stamp duty and registration charges (as applicable on the Conveyance Deed) and other charges by the Allottee(s) as per this Agreement shall be a pre-condition for execution of the Conveyance Deed.

10.2 The Allottee(s) agrees to sign, execute and deliver the Conveyance Deed and the Maintenance Agreement, any other papers, documents, undertakings and declarations, in the standard format, as may be required by the Promoter and/or the nominated Maintenance Agency and/or the registered Association of Allottee(s) for the maintenance and upkeep of the Project/Scheme/Integrated Township, as and when required along with declarations and undertakings contained therein. The Allottee(s) accepts that the execution of the said documents shall be a condition precedent to the execution of the Conveyance Deed for the Plot.

10.3 However, in case, the Allottee(s) fails to deposit the stamp duty and/or the registration charges, other ancillary and incidental charges within the period mentioned in the Notice/Intimation of Offer of Possession, the Allottee(s) authorizes the Promoter to withhold the registration of the Conveyance Deed in his favour till such stamp duty, registration charges, other ancillary and incidental charges are paid by the Allottee(s) to the Promoter. In such cases, the Promoter shall not be, in any manner whatsoever, deemed to be in default and all such delay shall be at the cost, risk and consequences of the Allottee(s) and the Promoter/ the Association of Allottee(s)/ the Maintenance Agency shall in no manner be liable and accountable for any loss, damage or claim etc. on account of such delay on the part of the Allottee(s).

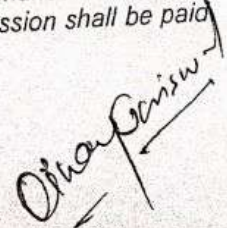
10.4 The Allottee(s) further agrees and undertakes to be present before the Competent Authorities for this purpose on the date(s) as may be communicated by the Promoter.

10.5 The Allottee(s) shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, the Registration Act, 1908 and/or other Applicable Laws, including any actions taken or deficiencies/ penalties imposed by the Competent Authority, on the Conveyance Deed.

11. MAINTENANCE OF THE SAID PLOT/PROJECT

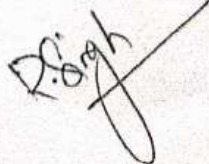
11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottee(s) or the Competent Authority, as the case may be, upon issuance of the completion certificate of the Project/Scheme/Integrated Township or part thereof as the case maybe and to the extent permissible. The cost of such maintenance for a period of 1(One) year from the date of Notice/Intimation of Offer of Possession shall be paid

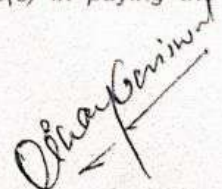




by the Allottee(s).

- 11.2 If the Association of Allottees is not formed within 1(One) year from the receipt of the completion certificate the Promoter will be entitled to collect from the allottees amount equal to the amount of maintenance along with 10% in lieu of price escalation for the purpose of the maintenance for next 1 (One) year and so on. The Promoter will pay the balance amount available with him against the Maintenance Charge to the Association of Allottees once it is formed.
- 11.3 In case, the allottees/ Association of Allottees fails to take possession of the said essential services as envisaged in the Agreement or prevalent laws/ Applicable Laws governing the same, then in such a case, the Promoter has the right to recover such amount as spent on maintaining such essential services beyond its scope.
- 11.4 The Allottee(s) agrees to execute a Maintenance Agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter/ Association of Allottees / the Maintenance Agency as appointed for maintenance and upkeep of the Project/Scheme/Integrated Township, but not including the areas falling within the Plot. These shall mainly be related to services in respect of the public roads, landscaping, sewage, drainage, garbage clearance, water, street lights, pavements, security, telecommunication, etc. Execution of the Maintenance Agreement shall be a condition precedent for handing over possession of the Plot by the Promoter and also for executing the Conveyance Deed of the Plot.
- 11.5 In case the Promoter is not the Maintenance Agency, the relationship between the Promoter/ Promoter and the Maintenance Agency shall be on a principal-to-principal basis. The maintenance agreement shall be enforceable against the Maintenance Agency only and the Promoter shall not be responsible or liable for the same and the Allottee(s) hereby agrees to keep the Promoter indemnified and harmless of all liabilities in this respect at all times.
- 11.6 Maintenance Charges shall be fixed by the Promoter/Maintenance Agency based upon an estimate of the maintenance costs to be incurred for the Project for every financial year and would be levied from the date of Notice/Intimation of Offer of Possession regardless of the actual date of taking over of possession by the Allottee(s) or otherwise and the Allottee(s) undertakes to promptly pay the same. The estimates of the Promoter/Maintenance Agency shall be final and binding upon the Allottee(s). The maintenance charges shall be recovered on such estimated basis, from all Allottee(s) chargeable on uniformly applicable rates, on monthly or at quarterly intervals or at half yearly basis or at annual basis or any other basis, as may be decided by the Promoter/Maintenance Agency and reconciled against the actual expenses as may be determined at the end of the financial year and any surplus / deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The Allottee(s) agrees and undertakes to pay all maintenance bills on or before the due dates as may be intimated by the Maintenance Agency.
- 11.7 The Allottee(s) agrees and undertakes that upon possession, the Allottee(s) shall join the Association of Allottee(s)s as may be registered / formed under the Applicable Law by the Promoter and as provided for under the Applicable Laws, and shall not form / join / become part of any other association / society in respect of the Plot or the Project/Scheme/Integrated Township. The agrees to execute such forms, applications or documents for the purpose of becoming a member of the Association of Allottees or for any other purposes connected thereto as may be necessary.
- 11.8 The Allottee(s) agrees to pay the IFMS in order to secure adequate provision of the maintenance services and for due performance by the Allottee(s) in paying the





or claim in any manner at any time based upon which the Promoter has agreed to make provisional allotment of the Plot. Any purported assignment, transfer, nomination or substitution by the Allottee(s) in violation of this Agreement shall be a default on the part of Allottee(s) and shall be dealt with in terms of this Agreement.

18.8 Stamp duty, registration fee, taxes, etc. levied as a result of assignment, nomination, substitution, transfer or conveyance of the Plot being allotted herein shall be borne by the Allottee(s).

19. **GENERAL COMPLIANCE WITH RESPECT TO THE SAID PLOT**

19.1 Subject to the Defect Liability, if any and if so applicable, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Plot, compound which may be in violation of the Applicable Laws or rules of any Competent Authority or change or alter or make any addition to the Plot and keep the Plot, construction thereon, its walls, and partitions, sewers, drains, pipes and appurtenant thereto and/or belonging thereto, in good and tenable repair and maintenance the same in a fit and proper condition and ensure that the support, shelter, etc. of the building developed so developed/constructed on the Plot is not damaged/jeopardized. Further the Allottee(s) shall not do or suffer to do anything on the Plot which may cause hindrance in peaceful enjoyment to other allottees/residents in any manner whatsoever.

19.2 The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or Maintenance Agency appointed by association of allottees. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

19.3 The Allottee(s) agrees not to violate any of the norms stipulated in the layout plan / service plan estimate and further agrees not to partition/ sub-divide/ add extensions or commit any breach of the conditions imposed by the Competent Authority in respect of the Plot.

19.4 The Allottee(s) agrees and understands that the Allottee(s) shall abide by the community rules and regulations ("Community Rules and Regulations") formulated by the Promoter for the residents and visitors to the Project/Scheme/Integrated Township and which the Promoter may, from time to time, amend in its sole and absolute discretion. The Community Rules and Regulations shall be made available by the Promoter/Maintenance Agency at the time of possession of the Plot to the Allottee(s) and/or at any later point of time and shall be binding on all the allottees in the Project/Scheme/ Integrated Township. The Promoter/ Maintenance Agency shall have a right to from time to time amend and update the Community Rules and Regulations. It shall be obligatory for all the allottees to abide by the Community Rules and Regulations which are deemed to be incorporated as part and parcel of this Agreement. In the event that the Allottee(s) infringes or violates any of the Community Rules or Regulations, the Promoter/ Maintenance Agency shall at its sole discretion have a right to impose such restrictions and take whatever remedial action that the Promoter may at its sole discretion think fit in the circumstances of the infringement or violation.

19.5 Subject to terms contained in this Agreement, the Allottee(s) shall, after taking possession, be solely responsible to maintain, develop and construct the Plot for residential usage including obtaining building plans, occupation certificate and

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other approvals at his/ her/ its own cost, and shall not do or suffer to be done anything in or to the Plot or any other Common Areas of the Project/ Scheme/Integrated Township which may be in violation of any laws or rules of any Competent Authority or change or alter or make additions to the Plot. The construction of the Plot shall be undertaken, carried out and completed in accordance with Applicable Laws and as per the permissible norms after obtaining the requisite approvals, permissions, consent etc. from the concerned.

19.6 The Allottee(s) agrees and undertakes to grant the right of entry to the Project manager or to any other person authorized by the Promoter in the event of any emergency situation originating from or threatening the Plot or any building thereon whether the Allottee(s) is present at the time or not at the spot. The Allottee(s) must strictly obey and comply with the Community Rules and Regulations framed by the Promoter/Maintenance Agency with respect to regulating of entry and exit and the ingress and egress from the Project of the Allottee(s), family members, visitors, employees, agents, etc. or any other person as the same are necessary for the proper security of the Project/Scheme/ Integrated Township and of the residents of the Project/Scheme/ Integrated Township.

19.7 The Allottee(s)/ Association of Allottees further undertakes, assures and guarantees that they would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. anywhere on the exterior of the Project/Scheme/Integrated Township or Common Areas of the Project/ Scheme/Integrated Township. The Allottee(s) shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in the right of passage or access or Common Areas which otherwise are available for free access.

20. ADDITIONAL CONSTRUCTIONS

20.1 The Promoter may make additions or put up additional structure(s) anywhere in the Project/Scheme/Integrated Township after the layout plan, service plan estimate and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed after following the due process and as per the permissions / directions or sanctions by the Competent Authority and that the Allottee(s) agrees and accepts the same by signing this Agreement that it shall not raise any objection in respect thereto at any point of time.

20.2 That the Allottee(s) knows, agrees and understands that development of the Project/ Scheme/Integrated Township is subject to further expansions as permissible under the Real Estate Act, the UPRERA Rules and the Applicable Laws after following the process and procedure as laid down and advised in this regard by the Competent Authorities and that the Allottee(s) agrees and accepts the same by signing this Agreement that it shall not raise any objection in respect thereto at any point of time.

20.3 That the Allottee(s) further agrees and understands that the future permissible expansion shall be an integral part of the Project/Scheme/Integrated Township itself, therefore, the Promoter as per the Real Estate Act, the UPRERA and the Applicable Law shall be entitled to conjoint various facilities and amenities such as power/ electricity supply, water supply, drainage, sewerage etc. with the presently approved facilities and amenities.

21. ENVIRONMENTAL OBLIGATION OF THE ALLOTTEE

21.1 The Allottee(s) does hereby agree and undertake that the Allottee(s) shall always maintain the ecological harmony, inter alia, common area solar lightning, water recycling, water segregation, CFL lighting, solar water heating, harvesting and recharge to maintain flora & fauna, extensive plantation and fully understood and willingly commits to share

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the extra obligations for environment conservation within the Project/Scheme/Integrated Township and shall always be cooperative and vote for any all or all decisions, which will be requested by the Promoter/ Maintenance Agency/ Association of Allottees for the long term maintenance of extra establishment for this cause.

22. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

22.2 The Allottee(s) hereby acknowledges and understands that, if the Promoter/ Association of Allottees / the Maintenance Agency, as the case may be, for the purpose of this Agreement and/or in relation to the Project/Scheme/Integrated Township is required, from time to time, to submit before any authority (Statutory or otherwise) consent/ NOC/ Approval/ certification/ authorization, etc. from the Allottee(s), then in that eventuality the Allottee(s) agrees and undertakes to execute and provide to the Promoter / Association of Allottees / the Maintenance Agency, as the case may be, without any delay/ demur/ protest all such documents.

22.3 The Allottee(s) clearly understands and agrees that all terms and conditions as contained herein and the obligations thereof regarding the Plot/ Project/ Scheme/Integrated Township shall be applicable and enforceable against any and all occupiers, tenants, licenses and any subsequent allottee(s) of the Plot.

23. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

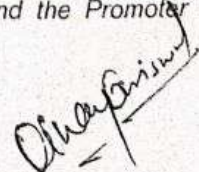
23.2 The Promoter shall have the right and authority to raise finance/ loan from any financial institution/ bank or other entity as permissible under Law by way of mortgage/ charge/ securitization of Project/Scheme/Integrated Township, receivables from the Project or by any other mode or manner by charge/ mortgage of the Project; all to the extent and in the manner as permissible under the Real Estate Act and the UPRERA Rules and Applicable Laws.

24. UP APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) ACT, 2010

24.1 The Promoter has assured the Allottee(s) the provisions of the UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, to the extent as relevant and so applicable to the Project/Scheme/Integrated Township as the case maybe and to the extent so made applicable, and the Promoter shall ensure the compliance of the Applicable Laws with regard to Project/Scheme/Integrated Township.

25. BINDING EFFECT

25.1 By just forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules and annexures along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of the receipt by the Allottee(s). Secondly, the Allottee(s) and the Promoter have an



obligation to execute the Agreement and the Allottee(s) shall appear for registration of the same before the jurisdictional Sub-Register of Assurances as and when intimated by the Promoter.

25.2 If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within the prescribed period along with due payment and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30(thirty) days from the receipt of such notice by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith shall be returned without any interest or compensation whatsoever subject to the deductions as agreed to/otherwise provided for in the Application Form and/or Allotment Letter and/or as otherwise agreed to by the Parties and the Allottee(s) shall not have any claim in respect of the Plot.

25.3 In the event the Allottee(s) fails or neglects to comply with any of his obligations under the Application Form/ Allotment Letter, including (but not limited to) making payment of all due amounts as per the Payment Plan (and applicable interest thereon, if any), the Allottee(s) shall be deemed to be in default and the Promoter shall be entitled to forfeit the Earnest Money and Delayed Payment Charges (payable by the Allottee(s) for breach and non-payment of any due payable to the Promoter) and brokerage/ any rebates availed earlier/ margin/ incentive paid to a Channel Partner (in case booking is made through a Channel Partner) along with applicable taxes on such forfeited amount. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s), subject to the receipt of refund/ credit of the applicable taxes by the Promoter from the Competent Authorities, without interest or compensation within 45 (Forty-Five) days of such cancellation or withdrawal.

25.4 Upon such cancellation, the allotment of the Plot shall stand immediately cancelled/revoked and the Allottee(s) shall have no right whatsoever with respect to the Plot, save and except the right to receive the refund amount, if any. In such case the payment of the refund amounts shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For the sake of clarity, the Delayed Payment Charges shall not be refunded upon such cancellation/revocation. In the event, the amounts paid by the Allottee(s) towards the Total Price is less than the Earnest Money (10% of the Total Price), the Allottee(s) shall be liable and agrees to pay to the Promoter the deficit amount. The payment of the refund amount shall be made within the period as prescribed under the UPRERA Rules from the date on which such refund becomes due, or as per the Applicable Laws.

25.5 The Promoter reserves its right to reject and refuse to execute this Agreement if the Allottee(s) has made any changes, corrections, cancellations, alterations, modifications in the Agreement unless such changes have the prior written concurrence and consent of the Promoter.

25.6 The Recitals of this Agreement and representations therein along with the Schedules and Annexures to this Agreement shall form an integral part of this Agreement and shall be read as necessary terms and conditions of this Agreement.

26. **ENTIRE AGREEMENT**

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

27. **RIGHT TO AMEND**

R.S. Singh

Devi Prasad

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

28. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/ SUBSEQUENT ALLOTTEES**

28.1 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 said Plot and the Project/Scheme/Integrated Township shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the said Plot and/or any assignee/transferee of the Allottee(s) (in terms of this Agreement), in case of a transfer/assignment, as the said obligations go along with the said Plot for all intents and purposes.

29. **WAIVER NOT A LIMITATION TO ENFORCE**

29.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Schedule of Payments including waiving the payment of interest for delayed payment i.e. Delayed Payment Charges. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottee(s).

29.2 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.

30. **SEVERABILITY**

30.1 If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate 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 the Real Estate Act or the Rules and Regulations made thereunder or the Applicable Law, 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.

31. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

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

32. **FURTHER ASSURANCES**

32.1 Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. 1

33. **PLACE OF EXECUTION**

33.1 The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place,

R.C. Singh

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which may be mutually agreed between the Promoter and the Allottee(s) after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the jurisdictional Sub-Registrar of Assurances, Lucknow. Hence this Agreement shall be deemed to have been executed at Lucknow, Uttar Pradesh.

34. NOTICES

34.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address and/or email set out below (or to such other address and/or email as the recipient Party has notified, in writing, to the other Party). Any notice, demand or other communication so addressed to the relevant Party shall, unless the contrary is proved, be considered to have been delivered.

- (i) upon delivery, in case of hand delivery of the notice;
- (ii) on the 3rd (third) working day following the day on which the notice has been delivered prepaid to a courier service of international repute;
- (iii) on the 3rd (third) working day following the day on which the notice is sent by registered mail, postage prepaid; or
- (iv) after 24 (twenty-four) hours after the delivery or upon receipt of an acknowledgement, whichever is earlier, in case of an email.

34.2 The notice details of each of the Parties for the purposes of this Agreement:

Party	Notice Details
Promoter	Emaar India Limited, Emaar Business Park, Mehrauli Gurgaon (Gurugram) Road, Sikandarpur Chowk, Sector-28, Gurgaon, (Gurugram) 122002
Allottee(s)	Mr. Vinay Kumar Jaiswal son of Mohan Lal Jaiswal with (PAN No-AJLPJ5402H) and (AADHAR CARD NO- 3221 6717 2923) residing at Bilariaganj, post Bilariaganj, Azamgarh, Uttar Pradesh- 276121.

35. JOINT ALLOTTEES

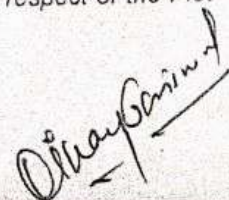
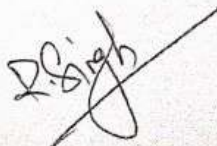
35.1 That in case there are joint Allottees all communications shall be sent by the Promoter through the Promoter to the Allottee(s) whose name appears first and at the address given by him/ her/ it which shall for all intents and purposes be considered as properly served on all the Allottee(s). No separate notice/ communication will be sent to any of other joint Allottee(s). The Allottee(s) confirms and agrees that any communication to the email address provided in this Agreement shall be considered a valid communication to the Allottee(s).

36. SAVINGS

36.1 Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the said Plot, in respect of the said Plot, prior to the execution and registration of this Agreement for such Plot shall not be construed to limit the rights and interests of the Allottee(s) under the Agreement or under the Real Estate Act or the UPRERA Rules or the regulations made thereunder.

37. BROKERAGE PAYABLE BY ALLOTTEE(S)

37.1 In case the Allottee(s) is liable to pay any fee or commission or brokerage to any person for services rendered by such person to the Allottee(s) in respect of the Plot "Channel



Partner", the Promoter shall in no way, whatsoever, be responsible or liable for the entire and no such fee, commission and/or brokerage, fee by whatever name called, shall be deductible from the amount of Total Price agreed to be payable towards the Plot. Further no such person shall in any way be construed as an agent of the Promoter and the Promoter shall in no way be responsible or liable for any act of omission or commission on the part of such person and/or for any representation, undertaking, assurance and/or promise made/ given by such person to the Allottee(s)

38. **INDEMNIFICATION**

38.1 The Allottee(s) hereby agrees and undertakes to pay from time to time the amounts which the Allottee(s) is liable to pay under this Agreement and to observe and perform all the obligations and abide by all the terms and conditions of this Agreement and to keep the Promoter and the Landowners and their respective agents and representatives indemnified and harmless against any loss or damage that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement.

38.2 With effect from the date of taking possession of the said Plot or deemed possession in terms of this Agreement, the Allottee(s) agrees to indemnify and to keep the Promoter/ Association of Allottees / Maintenance Agency, as the case may be, and their assignees, nominees, their officers/ employees as well as the other occupants/ owners of the plots in the Project fully indemnified, saved and harmless from and against all the consequences of breach by the Allottee(s) of any Applicable Law for the time being in force and/or the stipulations applicable to the Allottee(s) and/or the said Plot hereunder as also of any of its representations, warranties or undertakings not being found to be true at any point of time, or any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted and/or incurred by any of them on account of any of the foregoing. The Allottee(s) hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of the occupants, representatives and/or any other person claiming to be under the Allottee(s).

39. **CONFIDENTIALITY**

39.1 The Parties hereto agree that all the information, documents etc. exchanged till date and which may be exchanged, including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any Third Party without the prior written consent of the other Party. The confidentiality obligations under this Clause shall survive even after handing over of the Plot and is legally binding on the Parties and shall always be in full force and effect. Nothing contained hereinabove shall apply to any disclosure of Confidential Information, if: (a) such disclosure is required by law or requested by any Competent Authority or regulatory or judicial/ quasi-judicial authority or other recognized investment exchange having jurisdiction over the Parties; or (b) such disclosure is required in connection with any litigation or like proceeding; or (c) such information is already available in the public domain other than as a result of breach by any Party.

40. **GOVERNING LAW**

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

R. Singh

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41. **DISPUTE RESOLUTION**

41.1 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 settled through the adjudicating officer appointed under the Real Estate Act.

42. **COPIES OF THE AGREEMENT**

42.1 Three sets of this Agreement in original shall be executed in 'BLACK INK', after due execution and registration - one set of the original Agreement (on plain paper with original signatures) shall be retained as office copy in the office of the jurisdictional Sub-Registrar of Assurances, the Promoter shall retain second original copy and send the third original copy (with full stamp duty endorsement), duly executed and registered to the Allottee(s) for his reference and record.

Oliver

R Singh

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Plot Buyers Agreement at Lucknow in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

1) **Signature**

Vinay Kumar Jaiswal
Vinay Kumar Jaiswal

Name : Vinay Kumar Jaiswal s/o Mohan Lal Jaiswal
Address : Bilariaganj, Post Bilariaganj, Azamgarh, U.P



Signed And Delivered By The Within Named:-
Company:-

1) **Signature (Authorized Signatory)**

R. Singh

Name:- Miss Ruchi Singh D/o Late. J.N Singh
Address:- Corporate Office at 306-308, 3rd Floor,
Square One, C-2, District Centre, Saket,
New Delhi-110017.



WITNESSES:-

(1) Signature _____



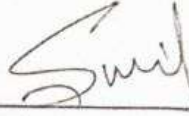
Name:- Mr. Rishi Kirti s/o Sanjay Kirti

Mob: 8858896007

Address:- E-2/343, Sector-F, Jankipuram, Lucknow, U.P



(2) Signature _____



Name:- Mr. Sunil Manto Howard s/o Bruce Davis Howard

Mob:

Address:- Flat No. 501, Rapti Apartment, Gomti Nagar Extension, Lucknow, U.P



Typed By:


V. Kumar

(Vinod Kumar)
Civil Court, Lucknow

Drafted By:

Rishi

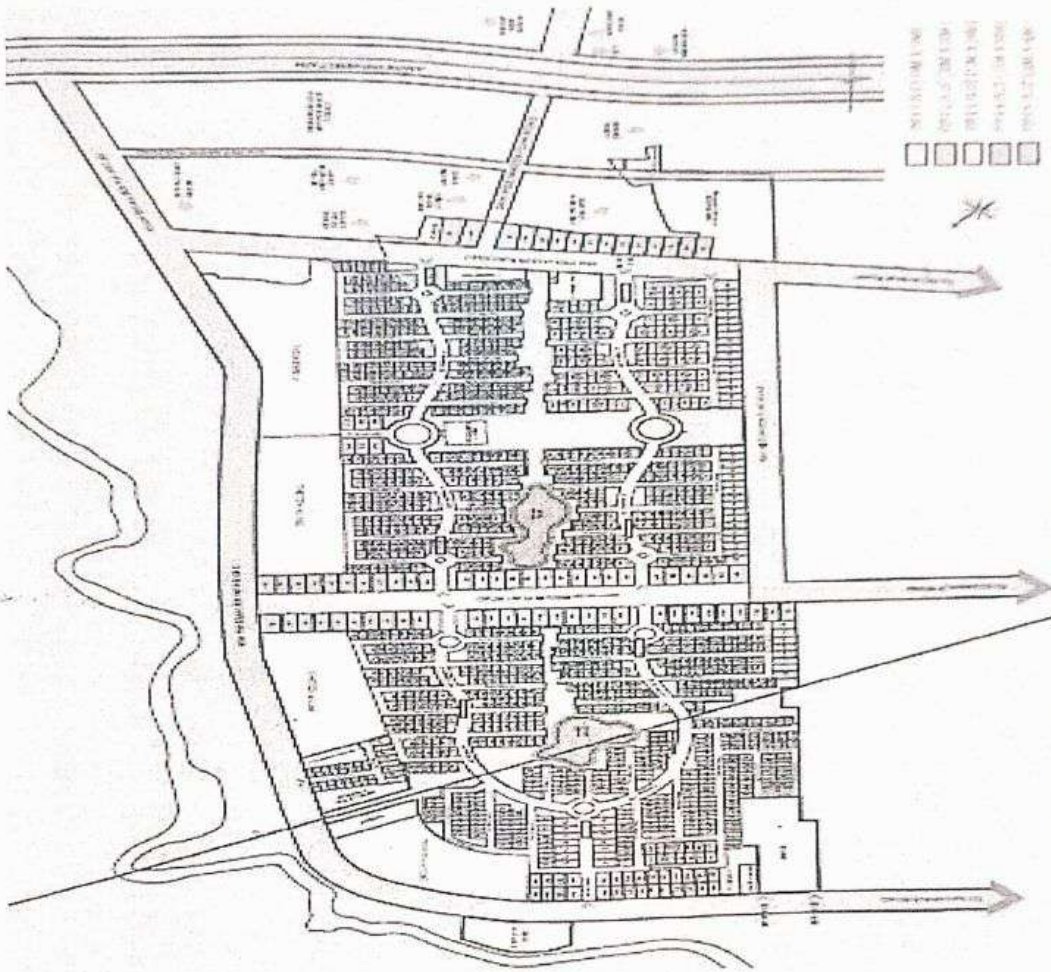
(Rishi Kirti)
Advocate
High Court, Lucknow



'ANNEXURE-I'

DETAILS OF SAID PLOT AND THE LAYOUT PLAN

Plot No : GGL-H2-48
Total Price : ₹1,06,86,051/-



R. Singh

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'ANNEXURE-II'
TOTAL PRICE OF THE PLOT

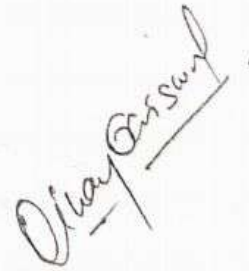
"Total Price" shall mean the Total Price for the Plot which shall comprise of the following:

- A. Basic Sale Price: Rs. 1,05,24,800/-
- B. EDC/IDC/City Development and Connectivity Charges and any interest thereon, as applicable: Rs. 48,079/- as on date;
- C. Taxes and Cesses: As applicable.
- D. Maintenance Charges: As applicable. And I.F.M.S Rs 43,056/-
- E. Club Membership Charges: Amount as applicable.
- F. Operational Charges/Other Charges for miscellaneous facilities: approx. Rs 70,116/- as on date.

Other Charges not forming part of the Total Price:

- o Interest Free Maintenance Security.
- o Other Payments for any infrastructural facility and/or any other amenities which cannot be ascertained presently shall be payable by the Applicant(s) over and above the Total Price, as and when demanded by the Promoter.





'ANNEXURE-III'

SCHEDULE OF PAYMENTS - PAYMENT PLAN

PRICING AND PAYMENT PLAN - HRIDAYAM AT GOMTI GREENS GOMTI NAGAR EXTENSION,

Ref No	20220805170941181
Booking Date	28-JUL-21
Customer Number	215809
Customer Name	Mr. Vinay Kumar Jaiswal
Project	HRIDAYAM at Gomti Greens
Unit No	GGL-H2-48
Unit Area*	239.2 Square Yard

COST OF THE PROPERTY

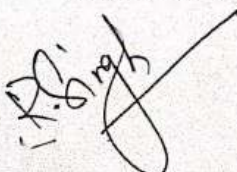
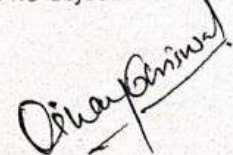
Charge Type	Rate (SYD)	Value	Discount	Total	Service Tax/ GST*	Total Amount
Electric Meter Charges - EMC		15,000	0	15,000	2,700	17,700
Basic - Basic Area Price	44,000	10,524,800	0	10,524,800	0	10,524,800
Electricity Connection Charges - ECC		25,116	0	25,116	4,521	29,637
IFMS - IFMS		43,056	0	43,056	0	43,056
Water Connection Charges - WC		15,000	0	15,000	2,700	17,700
Sewerage Connection Charge - SC		15,000	0	15,000	2,700	17,700
Govt.Charges - EDC/ADC	201	48,079	0	48,079	0	48,079
	Total (Rs.)	10,686,051	0	10,686,051	12,621	10,698,672

SCHEDULE OF PAYMENTS

SL#	Linked Stages	Description	Due Date	Total	Service Tax/ GST*	Total Amount
1	On Booking		21-SEP-21	500,000	0	500,000
2	Within 30 days of booking subject to BA registration	10% of EDC, 10% of BASIC	13-OCT-21	557,288	0	557,288
3	On Commencement of Services work	25% of EDC, 25% of BASIC	27-MAY-22	2,643,220	0	2,643,220
4	On Commencement of Road Work	20% of BASIC, 20% of EDC	19-JUL-22	2,114,576	0	2,114,576
5	On completion of WMM Road	25% of BASIC, 25% of EDC		2,643,220	0	2,643,220
6	Intimation of Possession	100% of Water Connection Charges, 20% of EDC, 20% of BASIC, 100% of Sewerage Connection Charge, 100% of Electric Meter Charges, 100% of Electricity Connection Charges, 100% of IFMS		2,227,748	12,621	2,240,369
		Total (Rs.)		10,686,052	12,621	10,698,673

Notes/ Terms:

- All Payments are to be made by A/c payee Cheque/Banker's Cheque/Pay Order/Demand Draft payable at New Delhi/Gurugram/Lucknow only or through electronic transfer mode (as permissible under applicable Law) drawn in favor of/ to the account of "M/s Emaar India Ltd. Collection A/C for "Hridayam at Gomti Greens"", having Account No. 010572500000173, Swift Code YESBINBB, with IFSC Code YESB0000611, in Yes Bank.
- The date of clearing of the instrument/ receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be to the Applicant(s)' account and credit shall be granted from the date of actual receipt of funds.
- The allotment shall be valid only subject to clearance of amounts tendered by the Applicant(s) and subject to future payments on time.
- The Applicant(s) shall, in relation to the Plot, make all payments to the Promoter from his own bank account only and not from and/or through the bank accounts of any third party. The Applicant(s) alone shall be responsible and liable in relation to the payments made by any third party. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Plot shall be issued in favor of the Applicant(s) only. Payments from sources other than the Applicant(s) ("Third Party") is/ are to be accompanied with requisite no-objection certificate(s) as

per the approved format of the Promoter failing which the Promoter may in its sole discretion reject the same and return directly to said Third Party. The Applicant(s) undertakes to indemnify the Promoter in this regard.

- In the event any amount by the Applicant(s) is prepaid, the Promoter is entitled to retain and adjust the balance/excess amounts received against the next instalment due.
- The Applicant(s) shall be liable to make instalment payment(s) within the time limit specified in the Demand Letter notwithstanding the pendency of any other formalities to be complied with by the Applicant(s) and/or sanction of bank loan/ lending facility etc. Any delay or default in making payment of the instalments, the Promoter shall charge interest at marginal cost of lending rate ("MCLR") on home loan of State Bank of India plus 1% (one) percent per annum from the due date or as may otherwise be prescribed under the provisions of the RERA Act read with UPRERA Rules and UPRERA regulations (along with the rules and regulations as may be framed thereunder by the State of Uttar Pradesh) and any modifications thereunder.
- It shall be the sole responsibility of Non-Residents Indians/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereto & rules & regulations of the Reserve Bank of India and other competent authorities and the Applicant(s) shall be liable, responsible and accountable for due compliance with all the legal provisions, as applicable.
- To avoid penal consequences under the Income Tax Act, 1961, where sale consideration for the Plot exceeds ₹. 50,00,000/- (Indian Rupees Fifty Lakhs only), the Applicant(s) is required to comply with provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June, 2013), by deducting Tax at Source (TDS) @ 1% (one percent) from each instalment/payment. Applicant(s) shall be required to submit TDS certificate and Challan showing proof of deposition of the same within 7 (seven) days from the date of tax so deposited to the Promoter so that the appropriate credit may be allowed to the account of the Applicant(s).

Taxation particulars of Emaar India Limited
PAN No.: AABCE4308B
ID of GST:

*Conditions apply

Here are a few details to keep in mind if you are paying through RTGS

RTGS Details for

Bank Name: Yes Bank

Account No.: 010572500000173

IFSC Code: YESB0000611

Account Name: "M/s Emaar India Ltd. Collection A/C for " Hridayam at Gomti Greens

Bank's Address: Gomti Nagar, lucknow, Branch Code (0611)

Swift Code: YESBINBB

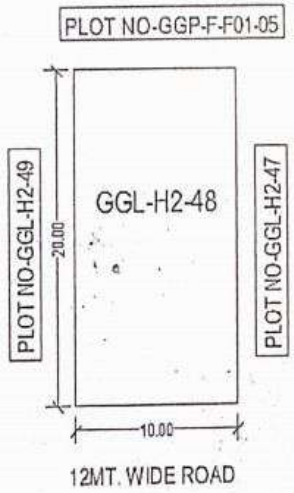


MAP OF PLOT NO: - GGL-H2-48

SCHEME :- GOMTI GREEN_HRIDAYAM_ LUCKNOW
PLOTTED DEVELOPMENT, LUCKNOW

AREA :- 200 Sqm.

DIMENSIONS OF PLOT NO- GGL-H2-48 (10.00M X 20.00M)



BOUNDARIES

NORTH	PLOT NO-GGL-H2-47
SOUTH	PLOT NO-GGL-H2-49
EAST	12.0M WIDE ROAD
WEST	PLOT NO-GGP-F-F01-05

[Faint official stamp]

SIGNATURE DRAUGHTSMAN

AUTHORIZED SIGNATORY
VENDOR

SIGNATURE VENDEE

बही संख्या 1 जिल्द संख्या 9152 के पृष्ठ 309 से 414 तक क्रमांक 29475 पर दिनांक 08/08/2022 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

निमल मिश्र

उप निबंधक : सरगंजनीनगर

लखनऊ

08/08/2022

