

**AGREEMENT FOR SALE**  
**(Without possession)**

1.	Ward	:	Rafi Ahmad Kidwai Nagar
2.	Mohalla / Dwelling Unit	:	<b>Shalimar One World situate at Village Baghamau, Sector-6, Gomti Nagar Extension, Lucknow.</b>
3.	Detail of Property	:	<b>Dwelling Unit No.____ in “Valencia County East” Situated at Group Housing-18 under Integrated Township of Shalimar One World, Village Baghamau, Sector-6, Gomti Nagar Extension, Lucknow.</b>
4.	Unit of Measurement	:	Square Meters
5.	Covered Area of Unit	:	_____
6.	Proportionate Land Area of Unit	:	_____
7.	Location Road	:	Not any segment road
8.	Sale Price of the Unit	:	<b>Rs. _____</b>
9.	Advance Paid	:	<b>Rs. _____</b>
10.	Stamp Duty	:	<b>Rs. _____</b>
11.	Boundaries	:	EAST : WEST : NORTH : SOUTH :

### **AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** (hereinafter referred to as "**Agreement**", which expression shall include the Schedule(s) hereof and all amendments to be made from time to time) is executed on this \_\_\_\_\_ day of \_\_\_\_\_, **2020**

### **BY AND BETWEEN**

**M/S ANS DEVELOPERS PVT LTD (PREVIOUSLY KNOWN AS SHALIMAR LAKECITY PVT LTD) (CIN: U70109MH2006PTC237856)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 308, 3<sup>rd</sup> Floor, Tulsiani Chambers, Nariman Point, Mumbai and its corporate office at 11<sup>TH</sup> Floor Shalimar Titanium Vibhuti Khand, Gomti Nagar, Lucknow (PAN- **AAFCA9848N**), through its authorized signatory **Mr. Mohammed Faisal Wase** (Aadhar No-**778006578412**) authorized vide board resolution dated **04<sup>th</sup> June 2019** and represented by **Mr. \_\_\_\_\_**, who is duly authorized for presentation by way of authenticated power of attorney which is registered in the office of sub registrar-II, Lucknow vide book no. \_\_ zild no. \_\_ on pages \_\_ to \_\_ as serial no. \_\_ on dated \_\_ and hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Promoter and its successor-in-interest, and permitted assigns).

### **AND**

**Mrs. \_\_\_\_\_** (Aadhar No. \_\_\_\_\_ & PAN- \_\_\_\_\_), w/o **Mr. \_\_\_\_\_** aged about \_\_\_\_ years, residing at- \_\_\_\_\_, hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee and his/her

heirs, executors, administrators, successors-in-interest and permitted assigns).

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

#### **INTERPRETATIONS / DEFINITIONS:**

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

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

- a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) **"Authority"** means Uttar Pradesh Real Estate Regulatory Authority.
- c) **"Government"** means the Government of Uttar Pradesh;
- d) **"Rules"** means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time;
- e) **"Regulations"** means the Regulations made under the Real Estate (Regulation and Development Act), 2016;
- f) **"Section"** means a section of the Act.
- g) **"Agreement"** shall mean this Buyer agreement along with all annexures, recitals, schedules, terms and conditions for allotment of the Plot being executed between Allottee and the Company.
- h) **"Applicable Laws"** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Uttar Pradesh including, UP Urban Unit Act 1972, UP Municipality Act 1916, Urban Land Ceiling Act 1976, the Uttar Pradesh Municipal Corporation Act, 1959, Uttar Pradesh Unit bye laws, U.P. Urban and Development Act, 1973, The U.P. (regulations of Unit operations) act, 1958, Unit bye laws, the Uttar Pradesh Said premises (promotion of

construction, ownership and Maintenance) Act, 2010, Real Estate (Regulation & Development) Act, 2016, Uttar Pradesh Real Estate (Regulation and Development) (Amendment) Rules, 2016 or any other Act/Rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central / State Government or of any Statutory Authority in Uttar Pradesh, as may be in force and effect during the subsistence of this Agreement applicable to the development / construction / sale of the Project.

- i) **“Approved Plans”** shall mean and include the layouts and plans duly approved and sanctioned by competent authority on the basis of which said project is to be developed along with any/all variations/ amendments /changes to be made by the promoter as per the applicable laws and provisions of the Act and rules and regulations thereon.
- j) **“Covered Area”** means the net constructed area of the Unit, including the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area.
- k) **“Completion Certificate”** means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws, including the right of completion accruing to the promoter.
- l) **“Common Areas and Facilities of the Project”** shall mean such common areas, facilities, equipment and spaces in the Project which are meant for common use and enjoyment of all the occupants of the Project and more particularly described in **Schedule-F** attached hereto.

Common area shall mean all such parts/areas, as shall be specified by the Promoter as such in the Declaration and which the Allottee shall use on a shared, non exclusive basis with the other allottees/occupants of the Project which shall specifically include those areas particular to the Project and generally also the pro-rated share in the common areas of the entire mixed use development. Such areas shall mean and include-

- i. The entire land over which the Project is being developed;
- ii. The common basements, terraces, parks, play areas, open parking areas and common storage spaces;
- iii. The premises for lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- iv. Installations of central services such as electricity, gas, water and sanitation, air conditioning and incinerating, system for water conservation and renewable energy;
- v. The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- vi. Community and commercial facilities as provided in the project and declared as common areas in the Declaration to be filed under the Provisions of the Unit act;
- vii. All other portion of the Project necessary or convenient for its maintenance, safety, etc and in common use.

**m) "Delay Payment Interest"** means the amount to be paid on account of delay in the payment of any/all charges/installment calculated at the Interest Rate (Specified herein below) and shall include compensation for any loss caused due to delay in payment or any other loss caused to the promoter.

**n) "Government"** means the Government of Uttar Pradesh;

- o) **“Interest Rate”** means the rate equals to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% or such other rate as may be applicable from time to time as per the Act and Rules.
- p) **“Association of Allottees (AOA)”** shall mean and include the Maintenance Society/ Resident Welfare Association (RWA)/ Association or anybody, by whatever name called, that may be formed as per requirement of clause (e) of sub section (4) of section 11 of the Act.
- q) **“Maintenance Agency”** shall mean a company, firm, Association or body or such other persons as may be appointed by the Promoter or the Association of Allottee(s) for the purpose of maintenance of the said project.
- r) **“Occupancy Certificate”** means the occupancy certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any Unit, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.
- s) **“Project”** shall mean and include the number of Dwelling Units constructed over **143411.73 Sq. Mtr.** along with all the units, parking spaces, common areas and facilities, limited common areas and facilities, open spaces etc. and all that is constructed / to be constructed and there about lying upon the land and collectively named as **“Group Housing-18”, “Valencia County East”**.

**WHEREAS:-**

- A. The State Government of Uttar Pradesh as per its integrated township policy to promote the development and participation of private developers and assisting them in acquisition of land for the smooth development acquired some land and conveyed the same to Lucknow Development Authority, Lucknow.

- B.** The Promoter is the owner, and in possession of the vast stretch of freehold land of the revenue village of BAGHAMAU, Pargana Tehsil and District Lucknow (now falling in Sector-6, Gomti Nagar Extension) in the state of Uttar Pradesh, where in the developer/promoter is developing a township in the name and style of “SHALIMAR ONEWORLD”, and in the said township, the promoter on specific parcels of land, is developing a Group Housing Project consisting of various towers and blocks of flats, villas of various types and sizes, under the name and style of “Valencia County East”, (which group housing project is hereinafter referred to as the “project”), as per various approvals.
- C.** The project VALENCIA COUNTY EAST is the part of the layout passed by the name of GH-18, situate in the Integrated Township Shalimar Oneworld and I/we fully understand that the land on which the said Unit is being built is the part and parcel of the total land of the layout passed by the development authority by the name of Group Housing-18.
- D.** Valencia County East is part of GH-18 and the layout has also been approved under the norms of group housing, it consists of horizontal group housing. The Allottee(s) of Valencia County shall be in ownership of all the floors of the Unit as per the plans attached as per Annexure- “\_\_\_” and shall have exclusive right to use and enjoy the open land and dedicated terrace.
- E.** The Allottee(s) shall only be entitled to the proportionate rights in the total land area of GH-18. The Allottee(s) shall not claim any exclusive and or transferable rights over land under the plinth area and the open land provided along with the said Unit. Only the built-up area of the Unit shall be transferred by way of conveyance deed. The land shall be only available for the use by the Allottee(s).
- F.** The promoter has provided the copy of the sanctioned plans, layout plans along with specifications, approved by the competent authority, all the relevant information, documents, approvals, permissions, licenses, site plan, building plan, service plan, parking and circulation plan, landscape plan,

zoning plan, and all other relevant plans including structural designs relating to the said project and various permissions and such other credentials with respect to the ownership, right and interest of the promoter in the said land of the project named "Valencia County" and also the project, competency and the basic infrastructure facilities available and necessary to complete the project, and also the stage-wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity, to the allottee(s) and the allottee(s) hereby confirms that he is satisfied with the information and other details provided to him by the promoter and the allottee(s) has understood all limitations and obligations of the promoter in relation to the project.

- G. AND AS SUCH** by virtue aforementioned registered Sale Deeds and Transfer Deed, M/s ANS Developers Private Limited, became the owner and developer of the said property i.e., Part of Khasra No. 134,135, 138, 140, 143 Ka, 143Kha,144,145, 146, 150, 153, 157,158, 159, 162,163, 164, 165, 180, 183,184, 244, 245, 246, 248, 249, 250, 251 and Khasra No 151, 152, 154, 155, 156, 160 161, 166,167, 168, 169, 170, 171, 172, 173, 174, 175, 181,182, having total area 49,120 Sq Mtr. approx situated at Village Baghamau, Pargana, Tehsil & District Lucknow, having area of 143411.73 Sq. Mtrs
- H.** The Said Land is earmarked for the purpose of Group Housing project, comprising of **83** Units/Villas and the said project shall be known as **"VALENCIA COUNTY"** ("project");
- I.** The appurtenant land shall always be in exclusive use of the Allottee and the Allottee(s) shall not be entitled to make any temporary/permanent construction on the same.
- J.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;



- K.** The Lucknow Development Authority Lucknow has granted the Permit No. Group Housing/05115/LDA/BP/21-22/1761/20052022 dated 17.06.2022 to develop the project Valencia County East;
- L.** The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the Unit or Unit, as the case may be, from Lucknow Development Authority. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the act and other laws as applicable. The promoter is entitled to make such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by authorized Architect and/or Engineer after proper intimation to the Allottee.
- M.** The promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow under Registration No. **UPRERAPRJ\_\_\_\_\_**. If any content and/or terms & conditions or its any part is found contrary or inconsistent to any provisions of the Act and/or Rules and Regulations made there under, that content and/or terms & conditions or that part shall be deemed to be repealed and amended to that extent whatsoever is contrary or inconsistent and provisions of the Act and/or Rules and Regulations made thereunder shall prevail to that extent. The exhaustive list of details of the Promoter and Project are available on the website ([www.up-rera.in](http://www.up-rera.in)) of the Authority;
- N.** The Allottee had applied for a dwelling Unit in the Project vide application No-\_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Dwelling Unit No. \_\_\_\_\_ having proportionate area of land \_\_\_\_\_ square meters I.E. \_\_\_\_\_ square feet and Covered area of ..... square meters I.E. \_\_\_\_\_ square feet (hereinafter referred to as the “Dwelling Unit” more particularly described in **Schedule-A** and the floor plan of the Unit is annexed hereto and marked as **Schedule-B**);

- O.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- P.** All the required NOC's are obtained and are also examined by the Allottee to its upmost satisfaction.
- Q.** 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;
- R.** 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. However The Allottee(s) hereby also confirm that he/she/they have seen the relevant documents pertaining to the said project and is fully satisfied that the title of the land in said project is marketable and Promoter has the right to develop the said project on the said land and to sell the said unit to any prospective Allottee(s). The Allottee(s) has also seen and understood the layout plans, specifications of the said unit and the said project and agrees to purchase the said unit.
- S.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Unit] as specified in Para N .
- T.** The Allottee(s) do hereby agree and declare that if required by the promoter, the Allottee(s) may be required to sign a fresh set of documents which may be specified in Real Estate(Regulation and Development) Act, 2016, Rules and Regulations as may be notified by state of Uttar Pradesh and it will supersede any Agreements made previously w.r.t. said unit.

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein**

**and other good and valuable consideration, the Parties agree as follows:-**

## **1. TERMS**

- 1.1.1.** Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the [Unit] as specified in para G and schedule A of this agreement.
- 1.1.2.** Both the parties confirm that they have read and understood the provisions of Section-14 of the act.
- 1.2.** The sale price for the Unit is Rs. \_\_\_\_\_ (Rupees- \_\_\_\_\_ **Only**) plus GST amount of Rs. \_\_\_\_\_ (Rupees- \_\_\_\_\_ **Only**), that is, Total Price is Rs- \_\_\_\_\_ /- (Rupees \_\_\_\_\_ **Only**) as per detailed break-up given in **Schedule-C** of this agreement.

### **Explanation:**

- (i)** The Total Price above excludes the booking amount paid by the Allottee to the Promoter towards the [Unit];
- (ii)** The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Unit to the Allottee and the Project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/ reduced based on such change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to

the said Project by the Authority, as per the Act, the same shall not be charged from the allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;
  - (iv) The Total Price of [Unit] includes recovery of price of land, construction of (not only the Unit but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Unit] and the Project.
  - (v) The Allottee(s) has agreed that out of the amount(s) paid/payable by her/him/them for the said unit, the Promoter shall treat 10% of Total Price of the said unit as booking amount to ensure fulfillment, by the Allottee(s) of all the terms and conditions as contained in this Agreement.
- 1.3.** The total price is escalation- free, save and except increases which the allottee hereby agrees to pay, due to increase on account of development fee payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the allottee for increase in development fee, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the allottee, which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any **development fee** after the expiry of the scheduled date of completion of the Project as per registration with the authority, which shall include the extension of registration, if any, granted to the said Project by the authority, as per the act, the same shall not be charged from the allottee.

- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C (“Payment Plan”)**
- 1.5. All other charges such as documentation charges, stamp duty, registration charges, Society Registration Charges etc. which are specifically to be paid with reference to this Agreement and any subsequent agreement/deed to be entered in this respect, do not form part of the Total Price and shall be paid by the Allottee(s) in addition to Total Price.
- 1.6. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments as decided amicably, for the period by which the respective installment has been preponed. The provision for allowing the rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.7. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule ‘D’ and Schedule ‘E’** (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Unit without the previous written consent of the Allottee as per the provisions of the Act.

AND Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act within permissible limits.

- 1.8.** The Promoter shall conform to the final covered area that has been allotted to the Allottee after the construction of the Unit is complete and the completion certificate/occupancy certificate (as applicable) is granted by the competent authority by furnishing details of the changes if any in the Covered area. The total price payable for the Covered and Land area shall be recalculated upon confirmation by the promoter. If there is reduction in Covered and Land area then the Promoter shall refund the excess money paid by the allottee within 45 days with annual interest at the rate prescribed in the rules from the date when such an excess amount was paid by the allottee. If there is an increase in the Covered and Land area, which is not more than 3 (Three) % of the area as notified of said Unit, allotted to allottee(s) the Promoter may demand that from the allottee as per the next milestone of the payment plan as provided in **Schedule-C**. All these monetary adjustments shall be made at the same rate per square meter/foot as agreed in para 1.2 of this agreement.
- 1.9.** Subject to Para 9.3 the Promoter agrees and acknowledges that, the Allottee shall have the right to the Unit as mentioned below:
- (i) The allottee shall have exclusive ownership of the Unit.
  - (ii) The Allottee shall also have undivided proportionate share in common areas. Since the share/interest of allottee in common areas is undivided and cannot be divided or separated, the allottee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the

competent authority or upon deemed completion as the case may be, as provided in the act.

- (iii) That the computation of price of Unit includes recovery of price of land, construction of [not only the Unit but also] the common areas, internal development charges, external development charges , taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges (as per para 11 tec.) and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the project.
- (iv) The allottee has the right to visit the project site to assess the extent of development of the project and his Unit. However the promoter discourages such kind of visit by the allottee and his/her family members due to the risks involved at construction site. If at all the allottee decides to visit the site, he/she shall only do so after intimating the promoter or his site engineer and after taking due care and proper safety measures at his own responsibility. The promoter shall in no way, be held responsible for any accident/mishap involving the allottee and his accompanying persons while visiting the site. Further the promoter strictly prohibits the visit of children at the project construction site.

**1.10.** It is made clear by the Promoter and the Allottee agrees that the Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and

enjoyment of the Allottees of the Project. The Allottee(s) understands and agrees that the common facilities, amenities, services like Sewerage Treatment Plant, Underground Water Tank and other facilities within the large real estate project will be made available for use and enjoyment of Allottee(s) of a particular phase jointly with Occupants/Allottees of other phases within the large real estate project and the Allottee(s) agrees to use such common facilities, amenities, services without causing any hindrance/obstruction to Occupants/Allottee(s) of other phases of large real estate project.

- 1.11. The promoter agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liabilities, mortgage loan and interest thereon before transferring the Unit to the allottees, the Promoter agrees to be liable, even after the transfer of the property to pay such outgoings and penal charges, if any, to the authority or persons to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.12. The Allottee has paid a sum of Rs \_\_\_\_\_ (Rupees-\_\_\_\_\_ **only**) as booking amount being part payment towards the total price of the Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein:



Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the Interest rate prescribed in the Rules. However, if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the Interest rate prescribed in the Rules. However, if the allottee commits default in payment of any three “scheduled payment of the installments”, in such a case, it shall be in the discretion of the Promoter to cancel the booking and refund the amounts so received with interest at the rate mentioned above to the Allottee excluding government taxes paid already subject to the terms herein agreed after the deduction of the earnest money i.e. 10% of the total consideration.

- 1.13. Assignment of allotment of the said unit by the allottee(s)/applicant to others shall be permissible at the discretion of the Promoter on payment if such administrative cost as may be fixed by the Promoter from time to time, provided that the assignor and assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of this agreement.

## 2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '**ANS DEVELOPERS PVT LTD**' Payable at **Lucknow**.

The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter. In case cheque is dishonored for any reason whatsoever, The Promoter may demand for an administrative handling charge of Rs-**Zero**.

### **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1** The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2** The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of the Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only and in case of

cancellation by any such allottee, refund in terms of this agreement shall be made only to allottee.

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

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

It is irrevocably agreed by the Allottee that on all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments. Thereafter, towards the interest levied on the previous pending installment (if any) and, thereafter the pending installment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount.

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be.

Similarly, the allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the promoter as provided in ("Payment Plan") in compliance of section 19 of the U.P. RERA Act and in case allottee shall not comply with the timely payment of installments and other dues, he shall be treated as allottee in default and terms conditions of default as mentioned in this agreement shall apply.

## 6. CONSTRUCTION OF THE PROJECT/UNIT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the **State Govt.** and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

The allottee irrevocably provides his consent through this agreement, as required under Section 14 of the Act, in respect to any further alterations/modifications or additions in sanctioned or layout plans and specifications of the Unit(s) or the common areas within the project., as approved by the competent authority and not to obstruct and /or raise any objections in future.

That during the construction period but before the completion, there may be changes which may differ from the sanction plan, which shall be the responsibility of the Developer to get it sanctioned from the Authority. The Allottee(s) shall not object to such changes and further give their explicit consent to the changes. In case due to the increase or decrease in the area occurs then the Allottee(s) shall deposit the enhanced cost or the Developer shall refund the amount as the case may be

## **7. POSSESSION OF THE UNIT:**

**7.1. Schedule for possession of the said Unit-** The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. If the allottee defaults in paying the relevant amounts as per the payment plan along with all the other taxes/charges, he shall not be entitled to enforce the timeline of project completion, besides other actions as per terms herein contained. Therefore, subject to the timely receipt of payment of price and the other amounts from the allottee as per this agreement, The promoter assures to hand over possession of the Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on \_\_\_\_\_, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure") Or there is a delay due to any reasonable circumstances. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. In such an event the promoter shall not be liable to pay any penalty/interest/compensation to the allottee. If project is delayed due to any reasonable circumstances in the opinion of the Promoter, allottee agrees that promoter shall be entitled to the extension of time for delivery of possession of the Unit as may be granted by the Authority and no penalty/interest/compensation for such delayed period shall be paid by the promoter.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter, after deducting the taxes paid by the promoter on behalf of allottee (if any), from the allotment within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

In case the project is developed in phases, it will be the duty of the promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA once all phases are completed. The promoter shall not charge more than the normal maintenance charges from the Allottees.

- 7.2. Procedure for taking possession** – The promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority or after the date of deemed completion shall vide “offer letter” offer in writing the possession of the Unit with demand of all the outstanding dues, Interest (if any) stamp duty, registration charges and documentation charges, other incidental charges., to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/occupancy certificate (as applicable).

[Provided that, in the absence of Applicable Law the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion/occupancy certificate (as applicable)]  
Subject to fulfillment of following conditions precedent

- a) The Allottee(s) shall have made timely payments of all sums due in accordance with the payment plan.
- b) The Allottee(s) shall have paid all taxes, costs, charges required towards execution of Sale/Conveyance Deed 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 outstanding in respect thereof.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the completion/occupancy certificate (as applicable)/deemed completion for the project. The Promoter shall hand over the completion/occupancy certificate, if received (as applicable), of the Unit to the Allottee at the time of conveyance of the same.

**7.3. Failure of Allottee to take Possession–** Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such allottee shall be liable to pay to the promoter holding charges as per the U.P. RERA Rules and for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Para 7.2. And the allottee shall also be liable to pay interest on the unpaid amount at the interest rate till actual date of possession.

The Promoter shall not be responsible for any wear and tear damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis". The Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such Premises.

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

[Provided that, in the absence of any Applicable Law, the Promoter shall hand over the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate or thirty days of deemed completion (as applicable)].

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

Provided that where the Allottee(s), proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment along with all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department /authority in respect of the said Unit. The promoter shall refund 50% (Fifty Percent) of the balance amount of money paid by the allottee within 45 (Forty Five) days of such cancellation/withdrawal and remaining 50% (Fifty



Percent) of the balance amount on re-allotment of the Unit or at the end of one year from the date of cancellation/withdrawal, whichever is earlier. Allottee is also required to pay all other penalties and interest liabilities due as on the date of such termination. The Promoter shall inform the previous allottee, the date of re-allotment of the said Unit & also display this information on official website of UP RERA on the date of re-allotment.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him excluding all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit in respect of the Unit with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due:

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed

in the Rules for every month of delay, till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possessions of the said land for the project.
- (ii) The promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project
- (iii) There are no encumbrances upon the said land of the project;  
[In case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land].
- (iv) There are no litigations pending before any court of law or Authority with respect to the said land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the promoter has been and shall, at all times, remain to be in compliance with at applicable law in relation to the project, said land, Unit and Unit and Common Areas.
- (vi) The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right tittle and interest of the Allottee created herein, may prejudicially be affected.

- (vii)** The Promoter has not entered into any agreement for sale/lease and/or development agreement or any other agreement / arrangement with any person or party with respect to the said land, including the project and the said Unit which shall, in any manner, affect the rights of the Allottee under this agreement;
- (viii)** The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this agreement.
- (ix)** At the time of execution of the conveyance deed the promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee and the common areas to the association of the Allottees or the competent authority, as the case may be.
- (x)** The schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the schedule property.
- (xi)** The promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to their competent authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of Unit along with the common areas (equipped with all the specifications, amenities and facilities ) has been handed over to the Allottees and the association of Allottees or the competent authorities as the case may be.
- (xii)** No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the promoter in respect of the said land and/or the project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

**9.1.** Subject to the force majeure clauses and delay due to reasonable causes, the promoter shall be considered under a condition of default, in the following events.

- (i)** Promoter fails to provide ready to move in possession of the Unit to the allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed( including extension) at the time of registration of the project with the authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (ii)** Discontinuance of the promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the act or the rules or regulations made there under.

**9.2.** In case of default by promoter under the conditions listed above a non-defaulting allottee is entitled to the following:

- (i)** Stop making further payments to promoter as demanded by the promoter. If the allottee stops making payments, the promoter shall correct the situation by completing the construction milestones and only there after the allottee be requires to make the next payment without any interest; or
- (ii)** The allottee shall have the option of terminating the agreement in which case the promoter shall be liable to refund the entire money (after deduction of all such taxes which the promoter have already deposited

with the concerned Government departments) paid by the allottee under any head whatsoever towards the purchase of Unit, along with interest at the rate equal to MCLR(Marginal Cost of Landing Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules within 45 days of receiving the termination notice.

Provided that where an allottee does not intend to withdraw from the project or terminate the agreement he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit which shall paid by the promoter to the allottee within 45 days of it becoming due.

**9.3.** The allottee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the allottees fails to make payments for 2 (two) consecutive demands made by the promoter as per the payment plan annexed here to, despite having been issued notice in that regard, the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Landing Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The promoter must not be in default to take this benefit.
- (ii) In case of default by allottee under the condition listed above continuous for a period beyond 3 (three) consecutive months after notice from the promoter in this regard, the promoter may cancel the allotment of the Unit in favor of the allottee and refund the money (after deduction of all such taxes which the promoter have already deposited with the concerned Government departments) paid to him by the allottee by deducting the booking amount and the interest liabilities and this agreement shall thereupon stand terminated. The promoter must not be in default to take this benefit.

Provided that the promoter shall intimate the allottee about such termination at least 30 days prior to such termination.

- (iii) In case of default by the allottee in execution and registration of conveyance deed of the Unit within the period mentioned in Offer Letter, promoter shall be entitled to charge compensation as per the U.P. RERA Act for such delay. Further the Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 and Indian Registration Act, 1908 including any actions taken or deficiencies/ penalties imposed by the competent authority.

General rights and remedies available to the promoter:

- (i) Upon termination of this Agreement by the Promoter, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever.
- (ii) Acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement.
- (iii) Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

#### **10. CONVEYANCE OF THE SAID UNIT:**

The promoter, on receipt of total price of the Unit as per para 1.2 (Including interest on delayed payment and other charges as stated in para 1.4.1, as applicable) under the agreement from the allottee, shall execute a conveyance deed and convey the title of the Unit to the allottee together with proportionate indivisible share in the Common Areas to the Association of

Allottee within 3 months from the date of issuance of the completion certificate/ deemed completion and the occupancy certificate (if any) as the case may be, to the allottee.

[Provided that, in the absence of applicable law, the conveyance deed in favor of the allottee shall be carried out by the promoter within three months from the date of issue of completion certificate/occupancy certificate (as applicable)]. However, in case the allottee fails to deposit the stamp duty and /or registration charges within the period mentioned in the notice, the allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favor and promoter may refuse to hand over the possession of Unit to the Allottee(s) till payment of stamp duty and registration charges to the promoter is made by the Allottee(s).

**11. MAINTAINANCE OF THE SAID UNIT/ PROJECT:**

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 the allottees upon the issuance of the completion certificate or deemed completion of the project. The cost of such maintenance for 1 (one) year from the date of completion certificate or deemed completion has been included in the total price of the Unit.

However if the association of allottees is not formed within one year of completion certificate or from the date of deemed completion the promoter will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed in para 1.2 + 10% in lieu of price escalation for the purpose of maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charges to association of allottees once it is formed. It will also be mandatory on the

Allottee(s) to sign the Maintenance Agreement as and when the Developer informs with itself or with the nominated Maintenance Agency.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of promoter as per the agreement for sale/lease relating to such development is brought to the notice of the promoter within a period of 5 (five) years by the allottee from the date of handing over possession or the date of obligation of the promoter to give the possession to the allottee, whichever is earlier, it shall be the duty of the promoter to rectify such defect without further charge, within thirty days, and in the event of promoter's failure to rectify such defect within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under the act.

However in case any damage to the unit is caused by the allottee and/or any reasonable wear and tear and/or and/or improper maintenance and undue negligence on the part of the allottee(s)/AOA and/or any damage caused due to force majeure shall not be covered under defect liability period.

**13. RIGHT TO ENTER THE UNIT FOR REPAIRS:**

The promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE:**

Use of basement and service areas: The basement(s) and service areas, if any, as located within the "**GROUP HOUSING-18**" shall be earmarked for



purposes such as parking spaces and services including but not limited to electric substation, transformer, DG set rooms, Underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment(s) etc. and other permitted uses as per sanctioned plans. The allottee shall not be permitted to use the services areas and the basements in any manner whatsoever other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottee formed by the allottees for rendering maintenance services.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:**

**15.1.** Subject to Para 12 above, the allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authorities or change or alter to the Exterior of the Unit and keep the Unit its walls, sewers, drains, pipe and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Unit is not in any way damaged or jeopardized.

**15.2.** The Owner/Allottee(s) would have ownership & exclusive right to enjoy/access on each floor of the Unit/dwelling along with open land for exclusive use of the Owner/Allottee (as per the Floor Plans attached as per Annexure – '...') but will not be entitled to make any permanent /temporary construction on the same apart from the standard plan attached as per Annexure – '...'.

**15.3.** That as per the plans attached herewith the Allottee(s) only shall have exclusive rights of ingress and egress in the aforesaid unit/dwelling. However, the Allottee(s) shall not claim such right on any other Unit/Apartment in the project other than the area mentioned in the attached plans attached as per Annexure – '...'.

- 15.4.** That since it is group housing project the Allottee(s) shall not claim for the 'Right to enjoy & Use' on any portion of common areas of 'GH-18'.
- 15.5.** The allottee further undertakes, assures and guarantees that he/she would not put any sign-board, neon light, publicity material or advertisement material etc. on the face and facade of the Unit or anywhere on the exterior of the project, Unit there in or common areas. The allottee shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the allottee shall not store any hazardous or combustible goods in the Unit or place any kind of thing, articles, goods or heavy material in the common passages, pavements, Streets, open compound of the Unit and the Promoter/AOA shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the cost, risk and responsibility of the Allottee. The Promoter/AOA shall have the authority to dispose off the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Promoter in respect of such goods/things.
- 15.6.** The allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and there after the association of allottees and /or maintenance agency appointed by association of allottee. The allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition.
- 15.7.** The Allottee understands and agrees that all fixture and fitting including air conditioners, coolers etc. shall be installed by him inside its premises and nowhere else. Non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Association, as the case may be, to remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- 15.8.** The Allottee understands and agrees that the said ownership rights in the unit shall be sold to the Allottee only for the specified purpose of being used as residential Unit subject to the specific condition that the Allottee shall have

no right to use the unit for the business, workshop, factory, bar, gambling, noisy, offensive, obnoxious, immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the unit for the purpose other than that for which the unit is being sold to him. In the case of violation of this condition the Promoter/AOA shall be entitled to take steps to enforce the conditions laid down in this clause apart from their right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the Promoter/AOA may decide for restraining the Allottee from making a use prohibited by this Agreement.

- 15.9.** The Allottee shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other units and/or Common Area / Common Parts/ Facility in the Unit.
- 15.10.** The Allottee shall not do or suffer anything to be done in or about the said unit which may tend to cause damages to any Common Area/ Roads/ Streets in the Unit or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.
- 15.11.** The Allottee(s) shall not at any time make any alteration in the structure of the said unit or any part thereof and not make or cause to be made any additions or alterations of whatever nature to the said unit or any part thereof. The Allottee(s) may, however, make suitable changes in the said unit and other internal alterations and additions as per the terms of this agreement or the maintenance agreement, as the case may be, without causing damage or harm to the main structure as well as the ceiling of said unit & architectural aspect thereof but only with the prior approval/consent of the Promoter/AOA in writing. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee(s) shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction / permission on payment of fee, tax, etc.

If any Allottee(s) proposes any changes within its Unit, it shall get approval from the Developer before initiating any work for such changes.

- 15.12.** The allottee shall comply with and carryout all the required requisitions, demands and repairs which are required by any Development Authority / Municipal Authority / Government or any other Competent Authority including Maintenance Agency in respect of the said unit, at his own cost and keep the Promoter indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requisitions, demands and repairs.
- 15.13.** The Allottee agrees and undertakes that he/she shall join Association of Allottees as may be formed by the Promoter on behalf of the unit holders and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.
- 15.14.** The Allottee(s) shall be liable to pay house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Covered Area of Unit. If the Promoter/AOA has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter/AOA within **30** days from the date of notice in this regard from the Promoter/AOA, failing which the Promoter/AOA shall be entitled to interest at the Interest Rate for the period commencing on the date on which the Promoter/AOA paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter/AOA. All taxes charges, cesses, levies etc shall be payable by the Allottee(s) even if such demand is raised by the Authorities retrospectively after possession and/or conveyance of said unit and such demands shall be treated as unpaid consideration of said unit and the Promoter shall have first charge/ lien on said Unit for recovery of such demands from the Allottee(s).

- 15.15.** The Allottee(s) undertakes not to sub-divide the said unit, agreed to be sold to him / her. The Allottee(s) further undertakes that in case it transfers its right and interests in the said unit, in favour of any person/promoter by way of sale, mortgage, tenancy, license, gift or in any other manner, such person / promoter so inducted by the Allottee(s) shall also be bound by the terms and conditions of this agreement.
- 15.16.** The Allottee(s) understands and agrees that each space of the Project not separately assessed for municipal taxes etc. the Allottee(s) shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Unit Tax and other Statutory taxes assessed on the whole Project, Such Taxes Fees etc. shall be paid by Allottee(s) in proportion to the Covered area. Such apportionment shall be made by the Promoter/AOA and the same shall be conclusive, final and binding upon the Allottee(s) and the Allottee(s) shall promptly pay such proportionate amount of tax.
- 15.17.** The Allottee(s) agrees that if at any time under any law/order or if the promoter may think necessary to insure the title of the land/ Unit/project, the charges towards the same shall be paid by the Allottee(s) proportionately as may be demanded by the Promoter in future.
- 15.18.** In case the Allottee(s) wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following:
- i. Any financing agreement between FI/Bank and the Allottee(s) shall be entered into by the Allottee(s) at its sole cost, expense, liability, risk and consequences.
  - ii. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
  - iii. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the

disbursement getting delayed, the payment to the Promoter, as per the payment schedule, shall be ensured by the Allottee(s), failing which, the delay payment charges shall be applicable.

- iv. In case of default in repayment of dues of the financial institution/agency by the Allottee(s), the Allottee(s) authorizes the promoter to cancel the allotment of the said unit and repay the amount received till the date after deduction of booking amount, Interest on delayed payments, other charges and taxes directly to the financing institution/agency on receipt of such request from financing agency without any reference to the Allottee(s).

**15.19.** The Allottee(s) is aware of the applicability of Tax Deduction at Source (TDS) with respect of the said Unit. Further, the Allottee has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

**15.20.** The Allottee(s) expressly agrees that the promoter shall be solely entitled to claim any/ all the refundable amounts deposited by the promoter to various competent authorities during the entire course of construction of the project.

**15.21.** Electricity Connection:

- i. That the Allottee(s) shall be required to get and maintain separate electric connection for the said premises in his own name from Electric Department and the entire cost of the electric meter and its fixation charges, cabling, MCB, main switch and other fittings shall be borne by him and shall be reimbursed to the Promoter if the same is paid by the Promoter. The Allottee(s) shall be entitled to avail and get electric

connection from Electric Department only after the aforesaid obligations are complied with and N.O.C. is obtained from Promoter by him.

- ii. The Allottee(s) will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/ service of the Project. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter.
- iii. Electric charges for the separate meter installed for common facility like lift, tube well, outer development gates, control room etc. shall be paid by the Allottee(s) in proportion to the area of the Said Premises as per demand by the Promoter /AOA.

**15.22.** The Allottee(s) understands and agrees that in the event of paucity or non-availability of any material and/or brand the Promoter may use alternative materials/ article and/or equivalent brand, but of similar good quality, natural stones, marbles, tiles susceptible to staining and variations in shade and pattern. The Promoter shall not be held liable in any manner whatsoever for the same.

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

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

**17. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Unit plan, layout plan, sanction plan and specifications amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act. However, the promoter shall always be entitle to raise such additional construction if the law/development authority allows for the same.

**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

**19. BINDING EFFECT:**

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 along with the payment due as stipulated in the Payment plan within 30 days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub registrar, Lucknow as and when intimated by the promoter. If the Allottee(s) fails to execute and deliver to the Promoter the Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the promoter, then the promoter shall serve notice to the Allottee(s) for rectifying the default, which if not rectified within 30 days from the date of its receipt 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 including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever but after deducting taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit and deducting reasonable administrative charges.

**20. ENTIRE AGREEMENT**

This Agreement along with its schedules constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment



letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Unit as the case may be.

**21. RIGHT TO AMEND**

This agreement may only be amended through written consent of the parties. Any clause hereof cannot be orally changed, terminated or waived. Any changes or additional clauses must be set forth in writing duly signed by both the parties which only shall be valid.

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

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

**23. WAIVER NOT A LIMITATION TO ENFORCE:**

**24.1** The promoter may, at its sole option and discretion, without prejudice to its rights as set out in the agreement waive the breach by the Allottee(s) in not making payments as per the Payment Plan (Schedule C) including waiving the payment of interest for delayed payment. It is made clear 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 precedent and/or binding on the promoter to exercise such discretion in the case of other Allottee(s).

**24.2** Failure on the part of parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provisions.

**24. SEVERABILITY:**

If any provision of this agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the

purpose of this agreement and to the extent necessary to conform to Act or the rules and regulations made there under or the Applicable laws as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this agreement it is stipulated that the Allottee(s) has to make any payment in common with other Allottee(s) in project, the same shall be the proportion which the Covered area of the Unit bears to the total Covered area of all the Units in the project.

**26. ASSIGNMENT**

The Allottee(s) shall not be entitled to get the name of his assignee(s) substituted in his place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. The Allottee(s) assures that the promoter shall not be liable on any account, whatsoever, in respect of any transaction between the Allottee(s) and his assignee(s). The terms and conditions of this Agreement, shall be binding upon the assignee(s) with full force and effect and he shall be liable to make all payments as specified in this Agreement. It is distinctly understood by the Allottee(s) that upon such transfer, the Allottee(s) shall no more be entitled to any privileges and facilities, if any, available in the said unit arising from the allotment of the said unit. In case the Allottee(s) wants to transfer the rights under the Agreement to Sell after obtaining prior written consent of the Promoter to his spouse/children/parents and HUF, the Promoter shall not charge any Transfer Fee for such transfer. However, in case of transfers to others, the existing Allottee(s) of the unit shall be liable to pay Transfer Fee as levied by the Developer (plus GST/ Service Tax/VAT and other applicable taxes) of the unit to the Promoter for each subsequent transfer(s). The terms and conditions of this Agreement, shall be binding upon the transferee with

full force and effect and he shall be liable to make all payments, as specified in the Agreement.

Further The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/ assignment and the Promoter shall always be kept indemnified by the Allottee(s) against all consequences arising out of such assignment.

Any change in the name of the registered Allottee(s) with the Promoter shall be deemed as transfer or assignment for this purpose. Any purported assignment by the Allottee(s) in violation of terms of this Agreement shall be a default of the part of the Allottee(s) entitling the Promoter to cancel this Agreement.

The Allottee(s) and the persons to whom the unit is sold, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and / or its nominee may ask it to do from time to time which are required under the Act.

- 27. INDEMNIFICATION:** The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions

of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in this agreement due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

Further Submits as under:-

- i) The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- ii) The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

## **28. FURTHER ASSURANCES**

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

## **29. PLACE OF EXECUTION**

The execution of this agreement shall be complete only upon the execution by the promoter through its authorized signatory at the promoter's office, or at some other place, which may be mutually agreed between the promoter and the allottee, in **Lucknow** and after the agreement is duly executed by the allottee and the promoter or simultaneously with the execution of the said agreement shall be registered at the office of the sub-registrar, **Lucknow**. Hence this agreement shall be deemed to have been executed at **Lucknow**

**30. NOTICES**

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

**Mrs.** \_\_\_\_\_ (Name of Allottee)

**C/O** \_\_\_\_\_ (Allottee Address)

**ANS Developers Pvt Ltd.** (Promoter name)

**11<sup>th</sup> Floor, Titanium, Shalimar Corporate Park Vibhuti Khand Gomti Nagar Lucknow 226010** (Promoter Address)

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

**31. JOINT ALLOTTEES.**

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

**32. SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Allottee(s), in respect of the Unit, as the case may be, shall not be prior to the execution and registration of this agreement for Sale/Lease for such Unit, as the case may be, shall not be construed to limit the rights and

interests of the Allottee(s) under the Agreement for Sale/Lease or under the Act or the Rules or the Regulations made there under.

**33. GOVERNING LAW:**

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

**34. DISPUTE RESOLUTIONS:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretations, construction and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled, as the case may be, through the Conciliation Committee/ Dispute Resolution Forum/Authority or Adjudicating Officer appointed under the Act or through process of arbitration at the joint option of the parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and shall be held at an appropriate location in Lucknow.

**35. DISCLOSURE**

That the Allottee(s) has entered into this agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Promoter, sale deeds and arrangements, entered into by the Promoter with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Uttar Pradesh in this regard and to such other regulations as the Promoter

may from time to time promulgate and the Allottee has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc.

### **38. STAMP DUTY**

That the promoter/first party has not handed over physical vacant possession to the Allottee(s)/second party as part performance of this contract and the same shall be handed over at the time of execution and registration of sale deed for this purpose.

That the Sale Price of the said unit is Rs. \_\_\_\_\_/- (Rupees- \_\_\_\_\_ **Only**) hence the stamp duty of Rs. \_\_\_\_\_/- in being paid by the Allottee(s)/second party @ 2% of the sale price. The same shall be adjusted in sale deed.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale 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 \_\_\_\_\_

Name- \_\_\_\_\_

Address- \_\_\_\_\_

\_\_\_\_\_

#### **SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter

(1)Signature (Authorised Signatory)\_\_\_\_\_

Name- **Mohammed Faisal Wase**

Address-**387, Sector-2, Jankipuram Extension,  
Sitapur Road Lucknow-226021 INDIA**

WITNESSES:

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

Name :

Address :

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

Name :

Address :



**SCHEDULE 'A'**

Dwelling Unit No.\_\_\_\_\_ in "Valencia County" Situated at Group Housing-17 under Integrated Township of Shalimar One World, Village Baghamau, Sector-6, Gomti Nagar Extension, Lucknow.

**BOUNDARIES:-**

EAST	-
WEST	-
NORTH	-
SOUTH	-

**SCHEDULE 'B'**

PLAN OF THE UNIT

**SCHEDULE 'C'**  
**PAYMENT PLAN**  
PAYMENT PLAN (CONSTRUCTION LINKED)

- 1) Interest would be charged on overdue Balances
- 2) All taxes, Levies, duties, cess, G.S.T. or any other amount charged by any Government / Government Agencies/ Shall be applicable
- 3) G.S.T calculation given are for reference only and shall be charged as per government guidelines time to time

Stamp Duty, Registration Charges, Cost towards Individual Electricity Meter, External Electrification, Water & Sewerage, any futuristic increase in External Development Charges & Infrastructure Development Charges, are not included in the price and shall be payable by the Allottee(s) on demand by the Promoter on offer of possession of the said unit or as and when demanded by concerned Competent (in case of EDC & IDC, other. Govt. Levy, imposition etc.)

\*1 sq. mtr. = 1.196 sq. yd. and 1 sq. mtr. = 10.764 sq. ft.

**Note:**

1. Applicable G.S.T is payable along with each installment and GST discount (w.r.t Input Tax Credit benefit) has already been factored in the sale price of the said unit.
2. Under the provisions of Section 194(1A) of the Income Tax Act, 1961 if total sale consideration of any property exceeds Rs. 50 Lakhs, then the customer shall have to deduct and deposit TDS @1% against each and every payment to the firm.
3. Payments to be made through Cheque / DD payable at Lucknow, in favour of "M/s AND Developers Pvt Ltd.

**4. RTGS Detail:**

Name: **ANS Developers Pvt Ltd.**

Bank: **HDFC BANK LTD.**

A/c No: **50200032884050**

IFSC: **HDFC0004805**

Branch: **Vibhuti Khand Gomti Nagar Lucknow U.P.**

**SCHEDULE 'D'**

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE  
UNIT)

**SCHEDULE 'E' & 'F'**

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE  
PROJECT)

1. Banquet Hall
2. Swimming Pool
3. Gymnasium
4. Green Area