

## **Terms and Condition of Agreement**

1. That the total super area of the said flat/apartment is **797** sq.ft.The cost of the flat/apartment is **Rs.2112050/-**.
2. That expression super area includes the area as major from outer periphery and columns between the two flats and proportionate general calculation area includes stairs, stair cases, passage, lobby and common utilities area etc which will be used by the allottee`s of the other flat/apartment in the said residential complex subject to the final measurement at the time of giving the possession of the flat/apartment.
3. That the allottee`s has seen all the documents relating to the title of the aforesaid flat/apartment and after fully satisfy himself about the title of the seller and material to be used and specification with respect to the said flat/apartment being constructed and has understood all limitation and obligation in this respect
4. That the allottee`s hereby agreed that he/she/they shall pay the price of the said flat and other charges on the basis of super area of the flat/apartment.
5. That as mentioned hereinabove the time of payment of installment is essence of this contract it shall be incumbent on the purchaser to comply with terms of the payment and condition of this agreement failing which after giving 10 days notice the seller shall have right to terminate/cancel the allotment forthwith. Company shall return the amount so paid without any interest after deducting 10% from the sale consideration paid.
6. That without prejudice to the right of the company, the allottee`s shall be liable to pay interest @ 18% per annum on amount overdue upon the allottee`s.
7. That the company will deliver the possession of the flat/apartment to the allottee`s within a period of 36 month from the date of allotment subject to payment of installment as agreed by the allottee`s in time and availability of cement, steel and other building materials and also to force majeure including any act of God or any unforeseen circumstances beyond the control of seller. No claim by way of penalty compensation or interest shall be made by the allottee`s in the case of delay in handing over the possession on account of aforesaid reasons

8. That the allottee`s has agreed that under no circumstances the possession of the said flat/apartment shall be delivered by the company to the allottee`s unless and until all payments required to be made by the allottee`s or any other amount payable by the allottee`s with respect to the said flat/apartment to the company, the allottee`s shall have no right to claim possession of the said flat/apartment without paying the total sale consideration to the company. Further allottee`s has agreed that he/she/they shall pay all arrears demanded by the seller within 10 days of receipt of notice.
9. That company in the respect of speedy construction has a right to pledge the land and building to any institution or bank for the purpose of obtaining the financial assistance for completing the construction and all the allottee`s will have no objection in relation to same.
10. That the company has right to make addition, raise storied or put-up additional structure as per its convenience on open land, terrace or other areas in which the allottee`s has no claim or right and such additional structure and storied shall be the exclusive property of the company.
11. That the allottee`s shall pay the proportionate maintenance charges as determined by the company or society . Further the allottee`s will enter into the maintenance agreement with the company for the maintenance of the building at the time of execution and registration of sale deed and pay the security deposit on the basis of super area of the flat to the company or its agent.
12. That the allottee`s shall be liable to pay the Generator Backup and Security Charges in proportion as and when it will be demanded either by the developer or Society or any other maintenance agency.
13. That the allottee`s shall pay on demand the proportionate taxes of all or any kind whatsoever whether levied or leveled now or in future on land or and building as the case may be from the date of possession of the said flat apartment till the separate assessment of the flat.
14. That the allottee`s shall fulfill all the terms and condition and shall also abide by all the applicable laws, rules and regulation of the government statutory authority.
15. That the allottee`s shall not use or permit the flat to be used for any purpose whatsoever other than for the residential purposes.
16. That the allottee`s shall not use the said flat any purpose which may cause nuisance or annoyance to occupiers/owners of the other flat of the building.
17. That the allottee`s shall permit the seller, body, corporate/ society as the case may be and its surveyor, agent workmen and other at all reasonable time to enter into upon the said flat/apartment for maintaining the building in order to keep common services intact.
18. That the allottee`s shall not change the exterior of his/her/their flat/apartment and he shall not make any structural alteration of capital nature in his/her/their flat/apartment.
19. That the allottee(s) is residing outside of India shall be responsible to comply within the necessary formalities as let down in Foreign Exchange Management Act 1999 and other applicable laws.
20. That the allottee`s shall get his/her/their complete address registered with the company otherwise the address as mentioned in the allotment letter will be considered as his registered address.
21. That in case of any dispute, it shall be first referred to the Arbitrator as per the Arbitration & Conciliation Act, 1996 and the award given by the Arbitrator shall be binding upon the parties . That all dispute shall be subject to jurisdiction of Lucknow Court only.
22. That if due to the any statutory action, legislation, order, rules or reason beyond the control of the company and company is unable to deliver the possession of the said flat/apartment to the allottee`s, the only responsibility and liability of the company will be to pay the allottee`s, the amount which have been received by it and allottee`s shall have no right or claim against the company in relation to the allotment of the flat/apartment.
23. This Agreement is executed between Touch Wood Infraventures Pvt. Ltd. a company incorporated under the Companies Act 1956 having its registered office at 2nd Floor, Neha Complex, Faizabad Road, Lucknow through its Director Sri Naeem Ahmad Siddiqui son of Late. Abdul Qayoom duly authorized by a Board of resolution passed in the meeting of Board of Directors of the Company on Date 10th Jan 2017 (hereinafter referred to as the First Party ) which expression unless repugnant to the subject or contest and include its

executor, administrator, successors, transferees and assignees etc. of the one part and **Mrs. KALPANA MISHRA** Wife Of **Mr. SHARAS CHANDRA MISHRA** and **Mr SARAS CHANDRA MISHRA** Son Of **Mr. RISHI RAM MISHRA** Resident of **Dehat Kotwali, Sekhui Kalan, Balrampur, Uttar Pradesh - 271201** here in after referred to as the Second Party which expression shall unless repugnant to the executants or meaning thereof be deemed to include his/her/ their heirs successor , legal representatives assignees , transferees and nominees etc of the other part.

24. Whereas the seller has purchased the land measuring 14487.53 sq.mt. situated at Naubasta Kala Pargana Tahsil and District Lucknow from Sri Shashi Jain & Sanjay Mishra being the part of Khasra no.587 through sale deeds dated 24.06.2016 and 03.09.2016 which are duly registered in the office of Sub Registrar II Lucknow in book no I volume no 18612 pages 269 to 304 at serial no 9899 Dated 24.06.2016 and, book no I volume no 18960 .pages 207 to 230 at serial no 13826 Dated 06.09.2016 respectively.
25. AND WHEREAS after purchasing the aforesaid land the seller became the absolute owner of the same and on the basis of the aforesaid deeds it has got his name mutated in the revenue record and the use of the said land is recorded for other purposes than the agricultural land.
26. AND WHEREAS the seller has got the map of the group housing building sanctioned from the authorities concerned for the construction of the residential flat thereon to providing the same to the interested person or persons.
27. AND WHEREAS the construction of the group housing complex is going on as per the map sanctioned.
28. AND WHEREAS the purchaser has applied for allotment of the flat in the aforesaid group housing residential complex and expressed his desire to purchase the flat therein for his residential purposes, on his application the flat No **D-007**. measuring super built up area is 74.07 Sq.Mt. (797 Sq.Ft.) and built up area is 59.76 sq.mt.(643.25 Sq.Ft.) and the carpet area is 53.59 Sq.Mt. ( 576.50 Sq. Ft. ) on **Ground** floor has been allotted by the seller to the purchaser on agreed sale consideration of Rs **2112050** /- on the following terms and condition.
29. That the seller has agreed to sell the flat /apartment No. **D-007**. situated on **Ground** floor measuring super built up area is 74.07 Sq.Mt. (797 Sq.Ft.) and built up area is 59.76 sq.mt.(643.25 Sq.Ft.) and the carpet area is 53.59 Sq.Mt. ( 576.50 Sq. Ft. ) situated in the building known as The Woods Naubasta being constructed on part of khasra plot no.587 situated at Naubasta Kala Pargana Tahsil and District Lucknow with a proportionate undermarked and undivided share in the land to the purchaser for agreed sell consideration of Rs. **2112050** /-(detail of flat /apartment is given in the foot of this agreement) GST will be paid @ 12% on sell consideration in addition. The specification of the flat is given in the schedule A of this agreement..
30. That the purchaser has agreed to pay a sum of Rs. **2112050** /- including amount paid at the time of booking and GST at prevailing rate. The remaining amount will be paid by him/her/them to the seller as per schedule B of this agreement to sell.
31. That it has been agreed between the parties hereto that all payment to be made by the purchaser under this agreement in respect of the said flat/apartment time is the essence of the contract.
32. That the total super built up area is 74.07 Sq.Mt. (797 Sq.Ft.) and built up area is 59.76 sq.mt.(643.25 Sq.Ft.) and the carpet area is 53.59 Sq.Mt. ( 576.50 Sq. Ft. ) The total consideration of the flat /apartment is Rs.**2112050** /-. and GST at prevailing rate shall be payable by the allottee`s.
33. That expression super area includes the area as major from outer periphery and columns between the two flats and proportionate general calculation area includes stairs, stair cases, passage, lobby and common utilities area etc which will be used by the allottee`s of the other flats/ apartments in the said residential complex subject to the final measurement at the time of giving the possession of the flat /apartment.
34. That the purchaser has seen all the documents relating to the title of the aforesaid flat/apartment and after fully satisfy himself about the title of the seller and material being use and specification with respect to the said flat/apartment is being constructed and has understood all limitation and obligation in this respect.
35. That the purchaser hereby agreed that he/she/they shall pay the price of the said flat and other charges on

the basis of super area of the flat/apartment.

36. That as mentioned hereinabove the time of payment of installment is essence this contract it shall be incumbent on the purchaser to comply with terms of the payment and condition of this agreement failing which after giving 10 days notice the seller shall forfeit the entire amount of earnest money which will be the 10% of total sell consideration and shall have right to terminate / cancel this agreement to sell forthwith and the consequences of this agreement shall stands cancelled and purchaser shall be left with no lien on the said flat/apartment. The seller shall thereafter be free to deal with the said flat/apartment in any manner whatsoever at it sole discretion.
37. That without prejudice to the right of the seller, the purchaser shall be liable to pay interest at the rate of 18% per annum on amount due and payable by the purchaser for a period of delay to the seller. The discretion for termination of contract or acceptance of delay payment with interest shall be exclusively vested to the seller.
38. That the seller deliver the possession of the flat/apartment to the purchaser within a period of 36 month from the date of allotment subject to payment of installment as agreed by the purchaser in time and availability of cement, steel and other building materials and also to force majeure including any act of God or any unforeseen circumstances beyond the control of seller. No claim by way of penalty compensation or interest shall be made by the purchaser in the case of delay in handing over the possession on account of aforesaid reasons.
39. That the purchaser has agreed that under no circumstances the possession of the said flat/apartment shall be delivered by the seller to the purchaser unless and until all payments required to be made under this agreement or any other amount payable by the purchaser with respect to the said flat/ apartment to the seller, the purchaser shall have no right to claim possession of the said flat/ apartment without having completing the payments payable under this agreement at the time and in the manner stipulated. The purchaser has agreed that he/she/they shall pay all arrears demanded by the seller within 10 days of receipt of notice.
40. That it is agreed between the parties the seller in the interest of speedy construction has a right to pledge the land and building to any institution or bank for the purposes of obtaining the financial assistance for completing the construction and the purchaser will have no objection in relation to same.
41. That except in respect of particular flat hereby agreed to be sold, the purchaser has agreed to have no claim, right, title or interest in any other portion of the said building except those which has been incorporated in the super area, the other areas will remain under exclusive possession and ownership of seller and seller will be free to sell or dispose of the same or use or possess the said area in any manner as it deemed fit and proper.
42. That the seller has right to make addition, raise storied or put-up additional structure as per its convenience or open land, terrace or other areas in which the purchaser has no claim or right and such additional structure and storied shall be the exclusive property of the seller.
43. That the purchaser agrees and binds him /her and themselves to pay the seller, its agent or society as the case may be the proportionate maintenance charges as determined by the seller or society. Further the purchaser agree to enter into the maintenance agreement with the seller for maintenance of the building at the time of execution and registration of sale deed and she also agreed to pay @ 25/- Per Sq.Ft. towards the Interest Free security deposit on the basis of super area of the flat to the seller. The maintenance charges shall be applicable upon the purchaser from the lapse of 3 months from the date of letter for possession by the seller.
44. That the purchaser agree to pay on demand the proportionate taxes of all or any kind whatsoever whether levied or leveled now or in future on land or and building as the case may be from the date of possession of the said flat/ apartment till the separate assessment of the flat.
45. That the seller shall provide the basic facilities in the said flat in phases as the project is completed in phases and all the facilities will be provided at the time of completion of entire projects.
46. That the purchaser hereby agreed to pay from time to time and at all times, the amount which the purchaser

is liable to pay and agree to observe and perform all the covenants and condition of booking and this agreement and to keep the seller indemnified and harmless against the said payment.

47. That the purchaser shall fulfill all the condition and terms of this agreement and shall also abide by all applicable laws, rules and regulation of the government, statutory authority and authorities and shall attend answer and be responsible for all deviations, violation or breach of any of the condition or laws, bylaws or rules and regulation to be observe and perform along with all terms and condition of this agreement.
48. That the purchaser shall not use or permit the flat to be use for any purpose whatsoever other than for the residential purposes.
49. That the purchaser shall not use the said flat any purpose which may cause nuisance or annoyance to occupiers /owners of the other flat of the building.
50. . That the purchaser shall not do permit or permit to be done any act or things which may render void or voidable any insurance on any part of complex in respect thereof.
51. That the purchaser shall permit the seller, body, corporate/ society as the case may be and its surveyor, agent workmen and other at all reasonable time to enter into upon the said unit for maintaining the building in order to keep common services intact.
52. That the purchaser shall not charge the exterior of his flat and he shall not make any structural alteration or whatsoever nature in his flat/apartment.
53. That in event of the building getting damage due to any act of God or unforeseen circumstances beyond the control of seller the purchaser and other purchasers of the flat/apartment by virtue of proportionate but undivided rights in the land will be entitled to reconstruct the building jointly as it exited at their own cost.
54. That the purchaser residing outside of India shall be responsible to comply within the necessary formalities as let down in Foreign Exchange Management Act 1999 and other applicable laws.
55. That after execution of this agreement all correspondence agreement registered or unregistered shall be deemed to be part of this agreement.
56. That the purchaser shall get his /her /their complete address registered with the seller otherwise the address as mentioned in this agreement will be considered as his registered address.
57. That if any dispute with respect to this agreement will arise shall be referred to the Arbitrator as per the Arbitration & Conciliation Act 1996 and the award given by the Arbitrator shall be binding upon the parties. That all dispute shall be subject to jurisdiction of Lucknow Court only.
58. That purchaser agreed that if due to the any statutory action legislation order or rules or reason beyond the control of seller and seller unable to deliver the possession of the said flat/apartment to the purchaser, the only responsibility and liability of the seller will be to pay the purchaser the total amount that may have been received by the seller and purchaser shall have no right or claim against the seller in relation to the allotment and agreement in respect thereof.
59. That the possession of the said flat is not being handed over to the purchaser in pursuance of this agreement to sell. The possession of the said flat shall be delivered to the purchaser at the time of execution and registration of sale deed.
60. That the terms and condition of this agreement shall also be applicable to the sale deed to be executed between the parties in respect of the said flat.
61. That the terms and condition of this agreement can be modified or change through a supplementary agreement or exchange of letter on mutually accepted terms and condition.
62. That the purchaser hereby agrees to pay the electricity connection charges to the seller which will be informed by the seller to him at the time of delivery of the possession of the said flat to him.
63. That the stamp duty, registration fee and other misc. expenses towards execution and registration of this agreement will be borne by the purchaser only. In case any deficiency in payment of stamp duty, it shall be the sole liability of the purchaser.

## DETAIL OF FLAT/ APARTMENT

Flat / Apartment No. **D-007** situated on **Ground**. floor measuring super built up area is 74.07 Sq.Mt. (797 Sq.Ft.) and built up area is 59.76 sq.mt.(643.25 Sq.Ft.) and the carpet area is 53.59 Sq.Mt.(576.50 Sq.Ft.) situated in the building known as The Woods Naubasta being constructed on part of khasra plot No.587 situated at Naubasta Kala Pargana Tahsil and District Lucknow bounded as under:-

North : Flat No. D-006

South : Open To Sky

East : Paasage

West : Open To Sky

**IN WITNESS WHEREOF** the seller and purchaser have put their respective signature on this Agreement to sell on this 9<sup>th</sup> day of June 2018 at Lucknow..

### WITNESSES:

1. First Party

2. Second Party

## **SCHEDULE –A**

## **SPECIFICATIONS**

**STRUCTURE:** Earthquake Resistant RCC frame structure designed for the highest Seismic considerations for the zone as stipulated by the BIS Code and for best safety.

**STAIRCASE & COMMON PASSAGE:**

Floor –Combination of Marble stone & vitrified tiles Walls-Plastered and painted with pleasing shade of Non VOC Paint.

**DOORS & WINDOWS:**

Entrance Door-Well seasoned hardwood frame/Press steel frame with Machine Moulded door

Internal Doors-Well seasoned hardwood frame/Press steel frame with Machine Moulded door

Windows-Aluminum glazed powder coated windows

**EXTERNAL FINISH:**Long lasting Weather proof Exterior Paint

**PARKING:** Open /covered car parking

**BALCONIES:** Floor-Anti-skid Ceramic Tiles

**LIVING & DINING ROOM:**

Floor-Vitrified tiles

Walls-Plastered and painted with pleasing shade of premium category Non VOC Paint

Ceiling –Premium Category Non VOC Paint

**BED ROOMS:**

Floor –Vitrified Tiles

Walls-Plastered and painted with pleasing shade of Premium Category Non VOC Paint

Ceiling –Premium Category Non VOC Paint

**KITCHEN:**

Floor-Anti skid ce+ ramic tiles platform –Pre-polished granite with single bowl stainless steel sink

Walls/dado- Ceramic tile up to two feet height above kitchen counter

Water Supply -24 hours water supply

Fittings-CP fittings with mixers Provision for RO System

**BATHROOMS:**

Floors-Anti-skid ceramic tiles

Walls-Glazed ceramic tiles

Fittings & Fixtures-Standard WC, Wash Basin, Branded CP fittings, Provision for Concealed hot and cold water system

Ceiling-False Ceiling

**ELECTRICAL:**Point Wiring-Copper concealed wiring in all rooms sufficient light points, fan points, 6/16A sockets

A/C points in living /dining and bed rooms provision for TV. Telephone etc.

Switches-Branded switches and sockets

Security System-Gated Community. CCTV, Fire fighting system, intercom

**COMMUNITY FACILITIES :**Daily need shops.

Children`s playground, beautifully landscaped park with water bodies and Yoga Center.