

**ANSAL BUSINESS PARK**

**TENTATIVE COMMERCIAL PLOT ALLOTTEE(S) AGREEMENT**

This Agreement is made at ..... on this ..... day of ..... 20 ..... between **M/s. ANSAL PROPERTIES AND INFRASTRUCTURE LTD.**, a Developer incorporated under the Companies Act, 1956, 115, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi-110 001 and branch/local office at First Floor, Y.M.C.A Campus, 13, Rana Pratap Marg, Lucknow through its authorized signatory Shri/Smt ..... D/S/o Shri ..... hereinafter referred to as the Developer, which expression shall include its heirs, executors, administrators, permitted assigns, successors, representatives etc. (unless the subject and context requires otherwise), of the **ONE PART.**

AND

- 1. Shri/Smt./M/s .....  
S/W/D/ of Shri/Smt .....  
Resident of .....
- \*2. Shri/Smt./M/s .....  
S/W/D/ of Shri/Smt .....  
Resident of .....
- 3. Shri/Smt./M/s .....  
S/W/D/ of Shri/Smt .....  
Resident of .....

\*{to be filled up in case of joint Buyer(s)/ Purchaser(s)}

Developer

Buyer(s)

(hereinafter referred to as the **Buyer**, which expression shall include his/her/their heirs, executors, permitted assignees, administrators, representatives etc. unless the subject or context requires otherwise) of the **OTHER PART**.

**WHEREVER** the Buyer is a male, female, company, firm, trust, etc., the expressions I he, him, she, her, himself, herself, it, itself etc in this Agreement in relation to the Buyer shall be deemed as modified and read suitably as the context requires.

WHEREVER there are more than one Buyer the expression Buyer in the agreement shall be construed as including each of such Buyer, its heirs, executors, administrators, representatives, assigns etc.

WHEREAS the Housing & Urban Planning Department, Government of Uttar Pradesh keeping in view the mandates of the National and State Housing Policies, announced a policy dated 22.11.2003 to be known as Hi-Tech Township Policy to promote and facilitate private sector participation in the development of Hi-Tech Townships with world class infrastructures and for which it invited proposals for development of Hi-Tech Townships in the State of U.P.

AND WHEREAS the High Power Committee constituted by the Government of Uttar Pradesh selected M/S **ANSAL PROPERTIES & INFRASTRUCTURE LTD.** for the development of Hi-Tech Township on **SULTANPUR ROAD, LUCKNOW.**

**AND WHEREAS** a Memorandum of Understanding has been signed between Lucknow Development Authority, Lucknow (the nodal agency) and the said DEVELOPER for development of Hi-Tech Township in Lucknow and in furtherance of which the Detailed Project Report (DPR) has been submitted by the said DEVELOPER which has been approved by the Lucknow Development Authority, Lucknow.

AND WHEREAS the detailed layout plan of the first phase of the Hi-Tech Township has also been approved by the Lucknow Development Authority, Lucknow and in pursuance to which a Developer Agreement has been signed between Lucknow Development Authority, Lucknow and the said DEVELOPER.

AND WHEREAS in terms of the development of Hi-Tech Township on Sultanpur Road at Lucknow in Uttar Pradesh, the DEVELOPER has been authorized to allot the units of different specifications and sizes developed / constructed by the DEVELOPER to its allottees on its own terms and conditions. The DEVELOPER is also authorized to carry out and complete the internal and external development of various services on its own as per

Developer

Buyer(s)

the standard specifications conforming to the government policies and the relevant IS / BIS codes, guidelines and practices.

AND WHEREAS the BUYER vide application dated ..... has applied for allotment of a Commercial Commercial plot by way of sale in the Hi-Tech Township, popularly known as "SUSHANT GOLF CITY" being developed by the DEVELOPER with agrees to sell the desired Commercial plot as filled in the application form of the BUYER on terms and conditions mentioned in the proceeding paragraphs stated below and onwards:

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-**

1. That the BUYER has applied for a Commercial plot and the DEVELOPER has with the consent of the BUYER allotted the Commercial plot No. .... in Sector ..... Pocket ..... admeasuring ..... sq. meters (approx ..... Sq. yards) @ approx Rs..... per sq. meter (Rs ..... per sq. yard) in "**SUSHANT GOLF CITY**" Lucknow subject to the following terms and conditions:
2. That the above agreed price of the Commercial Commercial plot covers development of internal services such as laying of roads, development of parks and landscapes, laying of water lines, laying of sewer lines, laying of electrical HT/LT lines, street lights, laying of storm water drain lines and erection of electrical sub-stations and to develop necessary civic services essential for a convenient living. The payment is to be made in installments as prescribed in Schedule-1 / Schedule -1A annexed to this agreement. The applicable Schedule shall for and be read as part of this Agreement.
3. The DEVELOPER will allot free hold Commercial plots to the Buyer; and in lieu there of the amount equal to conversion charges payable at the time of execution of sale deed will be paid by the BUYER to the DEVELOPER.
4. That the preferential location charges @ Rs ..... per sq. yard (approx Rs ..... per sq. meter) are applicable for preferential Commercial plots; and are in addition to the aforementioned rate determined by the DEVELOPER and shall be payable by the BUYER.
5. That the stamp duty and the registration fee incurred in the registration process which is to be paid to the revenue authorities is to be borne by the BUYER as according to the prevalent law on the date of the registration.

Developer

Buyer(s)

6. That the above price is inclusive of External Development Charges. In case of levy of any other charges by the Government or other Statutory Authority(ies) in future, the same shall be recoverable on pro-rata basis from the BUYER.
7. That the DEVELOPER shall have the right to effect suitable and necessary alterations in the layout plan, if it is essential in order to meet the requirements of the development of this scheme. Such alterations may involve all or any of the following changes namely, change in the position of the Commercial plot, change in the location of the Commercial plot, change in the number of the Commercial plot, change in its boundaries, change in its dimensions or change in its area. To implement all or any of the above change supplementary agreement / sale-deed or additional documents, if necessary, will be executed and got registered. Expenses involved in execution of the registration of the supplementary sale deed etc on this account shall be entirely borne and paid by the BUYER.
8. That if the number, area or the location of the allotted Commercial plot changes due to the above mentioned alterations, the final reallocation will be done by the DEVELOPER, whose decision will be final and binding on the BUYER and the BUYER will have no right to make any claim on this account.
9. That any increase or decrease upto 15% of the original allotted area shall be acceptable to BUYER and price thereof shall be computed at the booking rate. However, in case increase / decrease of the area is more than 15% of the original allotted area, the DEVELOPER shall have the sole discretion to decide the rate which shall be binding on the BUYER and shall be payable accordingly. In case the particular Commercial plot is omitted or the DEVELOPER is not able to hand over to the BUYER the Commercial plot for any reason other than those mentioned in Clause '10' below, the DEVELOPER shall be responsible only to refund the actual amount received by it and shall not be liable to pay any compensation or damages or interest thereon whatsoever.
10. That at present, there is no subsisting notification or order of the State Government or any other Government or Local Authority regarding acquisition or requisition or otherwise for taking over of the area in which the Commercial plot is located. In case any such development takes place hereafter, the same shall be at the cost and risk of the BUYER, who will be bound to carry out and implement all the terms of this Agreement including payment of the outstanding installment(s) and will also thereafter be entitled to receive the compensation paid from the Government / Authority in respect of the Commercial plot. The DEVELOPER will not be responsible or liable in any manner whatsoever on account of any such development.

Developer

Buyer(s)

11. That the timely payment of installments as stated in Schedule-I / Schedule-IA of the Agreement and applicable stamp duty, registration fee and other charges payable under this Agreement is the essence of this contract. In the absence of any notice of demand issued by the DEVELOPER, it shall be incumbent on the BUYER to strictly comply with the terms of timely payment and the other terms and conditions of this Agreement, failing which allotment shall stand cancelled and the entire amount of Earnest Money deposited by him shall be forfeited and the BUYER shall be left with no right or lien on the Commercial plot. The amount(s), if any, paid over and above the Earnest Money shall be refunded to the BUYER without any interest. In exceptional circumstances, the DEVELOPER may at its sole absolute discretion condone the delay in payment by charging an interest @ 18% p.a. on the amount outstanding. In the event of the DEVELOPER waiving the right of forfeiture and accepting payment on that account, no right, whatsoever, would accrue to any other defaulting BUYER (Buyer/Purchaser). Also, if more than three consecutive installments are not paid, the allotment will automatically stand cancelled without any prior intimation to the BUYER and the BUYER shall have no lien on the Said Unit.
12. In case of default in payment of dues of the financial institution/agency by BUYER, the BUYER authorize the company to cancel the allotment of the said unit and repay the amount received till that date after deduction of Earnest Money and interest accrued on delayed payments directly to financing/institution agency on receipt of such request from financial institution/agency without any reference to BUYER.
  - a. In case the BUYER wants to avail a loan facility from his/her/their employer or financial institution/agency to facilitate the purchase of the said Unit, the Company, that facilitates the process subject the following.
  - b. The terms of the financial Institution/agency shall exclusively be binding and applicable upon the BUYER alone.
  - c. The responsibility of getting the loan sanctioned and disbursed as per the company's payment schedule will rest exclusively on the BUYER. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment of the Company, as per schedule, shall be ensured by the BUYER, failing which the BUYER shall be governed by the provisions contained in clause 10 as above.

Developer

Buyer(s)

13. That no further intimation / call notice regarding payment of installments shall be sent by the DEVELOPER and it will be the responsibility of the BUYER to adhere strictly to the payment schedule opted by the BUYER as stipulated in Schedule 1 / Schedule 1A. The DEVELOPER may at its discretion serve notices but non receipt of the same shall not be taken as a valid reason for delay.
14. That DEVELOPER and the BUYER hereby agree that the amount paid to the DEVELOPER by the BUYER either with the application for allotment or thereafter to the extent of 20% of the sale price of the Commercial plot shall constitute Earnest Money for the purpose of this agreement. The Earnest Money shall stand forfeited in case of default by the BUYER in timely payment of all installments and for nonfulfillment of the terms and conditions of this Agreement. In such an event, the allotment/booking of the Commercial plot shall stand cancelled and the BUYER shall be left with no lien, right, claim whatsoever on the property applied for / allotted and the DEVELOPER shall be free to sell or dispose of this Commercial plot at its sole discretion.
15. The refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments, if any, will only be made out of the same proceeds, when realized from the re-allotment of the said unit. If, for any reason, the re-allotment or the sale realization from such re-allotment is delayed, the refund to the BUYER shall be accordingly delayed, without any claim towards interest for such delay.
16. That the BUYER agrees that the sale of the unit is subject to force majeure clause which inter alia include delay on account of non-availability of steel, cement or any other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the DEVELOPER, civil commotion or by reason of war, or enemy action or earthquake or any act of God, delay in certain decisions / clearances from statutory body(ies), or if non-delivery of possession is as a result of any notice, order, rules or notification of the Government and / or any other public or Competent Authority or for any other reason beyond the control of the DEVELOPER and any of the aforesaid event, the DEVELOPER shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said Commercial plot on account of force majeure circumstances and in such eventuality the BUYER will not claim any amount of money by way a damages/compensation from the DEVELOPER.
17. That the booking / allotment, once made, cannot be cancelled by the BUYER. However, the discretion absolutely rests with the DEVELOPER to allow cancellation subject to forfeiture of Earnest Money. The amount, if any, paid over and above the Earnest Money shall be refunded to the BUYER without any interest.

Developer

Buyer(s)

18. **"That** it is further understood and agreed by the Buyer(s) that the area of the said Commercial plot given in this Agreement is tentative and subject to change as per direction of the Sanctioning Authority or Architect or Structural Engineers of the Company which may result in change (decrease/ increase) in the area of the said Commercial plot, change in its dimension, size, location, number, boundaries etc. The final size, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project. In case of increase in the allotted area of the said Commercial plot, the Buyer(s) shall pay for the increase in area of the said Commercial plot. In case of decrease of the allotted area of the said Commercial plot, the amount received in excess over and above the total cost of the said Commercial plot based on the changed area, shall be refunded/ adjusted (as the case may be) by the Company."
19. That the BUYER shall be bound to start construction of the house with due sanction of Competent Authority within a period of 3 years from the date of intimation to take possession is sent by the DEVELOPER, failing which DEVELOPER will be entitled to resume the Commercial plot without any compensation and to allot the same to intending another BUYER and sale price of the Commercial plot received by the DEVELOPER shall be refunded to the BUYER without any interest. Buyer shall be liable to pay holding charges @ Rs. 5/- per sq. yd. per month, if the buyer fails to take possession within 90 days from the date of intimation in writing by the developer. The holding charges will also be interest bearing @ 18% per annum, Any revision in the holding charges will be the sole discretion of the Developer.
20. That the BUYER of the Commercial plot unconditionally agrees and undertakes to pay necessary charges, from the date when possession is offered to him / her / them, as determined by the DEVELOPER or to the maintenance agency towards maintenance of water supply, electricity, parks, open spaces, roads, cleaning and sweeping, street lights, sewer, storm drain etc and for maintaining various value added services until the services are handed over to the respective government agency(ies) / local body. The BUYER shall deposit with the DEVELOPER a sum as decided by the DEVELOPER by way of interest free security to ensure timely payment of maintenance charges. The amount will be payable by the BUYER and will be paid at the time when possession is offered or sale deed is executed, whichever is earlier. However, the maintenance charges shall become payable from the date of offer of possession.

Developer

Buyer(s)

21. That the BUYER is under the obligation to pay the house tax, water tax and sewerage tax and other such taxes which will be levied on him by the Local Authority / Body under the then prevailing law and rules of the land, when such maintenance services will be transferred to the Local Authority / Body.
22. That all taxes whether levied now or in future on the land or building on this land, as the case may be, shall be borne from the date of booking by the BUYER.
23. That the cost of electric connection is not included in the aforesaid price of the Commercial plot and shall be payable by the BUYER in addition to price of Commercial plot Further, the BUYER shall pay on demand to the DEVELOPER amount to be determined at the time of providing sewer and water connection and any other connection of a service which the DEVELOPER may provide from the mains laid along the road serving the Commercial plot.
24. That the BUYER shall be entitled to possession of the Commercial plot only after the amounts payable under this agreement are fully paid.
25. That the BUYER shall get his complete address registered with the DEVELOPER at the time of booking and it shall be his/her/their sole responsibility to inform the DEVELOPER by registered letter about all subsequent changes, if any in his/her/their address(es), failing which all demand notices, letters posted and correspondences made at the last recorded address available with the DEVELOPER shall be deemed to have been received by him/her/them at the time when those should ordinarily reach such address and the BUYER shall be responsible for any default in payment and other consequences that might occur there from. Any change in the address shall be supported with relevant documentary evidence.
26. That all letters, receipts and / or notices issued by the DEVELOPER or its appointed Maintenance Agency and dispatched under a certificate of posting or courier to the last address known to it of the BUYER shall be sufficient proof of receipt of the same by the BUYER and shall fully and effectually discharge the DEVELOPER or its nominee.

Developer

Buyer(s)

27. That the transfer of the unit including rights as allottees herein, will be at the sole discretion of the DEVELOPER and will need its prior written approval and will be permitted only if the law of the land permits such transfer. Administrative charges as prescribed by the DEVELOPER from time to time will be paid by the transferor, at the time of transfer. Any change in the name of the BUYER (including addition / deletion) as registered with the DEVELOPER will be deemed as transfer for the purpose. The administrative charges for the transfer of the Commercial plot amongst family members (husband / wife and own children / mother / father and brother / sister) will be 25% of the normal administrative charges. Claims, if any, between transferor and transferee as a result of subsequent reduction / increase in the area of the Commercial plot or its location will be settled between themselves i.e. transferor and transferee and the DEVELOPER will not be a party to it.
28. That in case of death of the BUYER, the allotted property would be transferred to the legal heir of the BUYER on submission of the required documents.
29. That before signing this Agreement, the BUYER has satisfied himself / herself / itself about the rights, title and interest of the DEVELOPER in the said land and undertakes all limitations and obligations in respect of it as no further investigation is required by the BUYER.
30. That the DEVELOPER shall have the first lien and charge on the said Commercial plot in the event of the BUYER parting with any interest for all its dues / and / or that may hereafter become due and payable by the BUYER to the DEVELOPER under this Agreement.
31. That the DEVELOPER has the right to raise the finance from Bank / Financial Institutions / Body Corporate and for this purpose create equitable mortgage (mortgage by deposit of title deed) of the project land in favour of one or more such institutions and for creation of such a charge the BUYER shall have no objection during the development of the project.
32. Notwithstanding the foregoing, the DEVELOPER shall ensure to have any such charge, if created, cleared and vacated before the conveyance of title deed in favour of the BUYER. That the BUYER, if resident outside India, shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Management Act and other applicable laws including that of remittance of payment(s) and obtaining requisite permissions as prescribed by law for acquisition / owning of property and for submission of any documents / declarations etc. as may be prescribed in the Law.
33. That the DEVELOPER shall have the right to recover any increased amount of compensation payable to Lucknow Development Authority or any other authorities in future on account of decisions of Courts / Tribunals for the land given to the DEVELOPER by Lucknow Development Authority and the same shall be recoverable from the BUYER of the land / built-up houses as and when intimated to them. This amount shall also include the cost of litigation incurred by the DEVELOPER and / or Lucknow Development

Developer

Buyer(s)

- Authority. That if any major infrastructure charges such as embankment, ring road, flyover, metro etc. is provided by the Lucknow Development Authority, U.P. State Electricity Board or any other authority(ies) or local body(ies) or the State Government during the project period, consequent to which the proposed township will be directly benefitted, the BUYER shall pay proportionate charges of such infrastructure on pro-rata basis to the DEVELOPER, as and when demanded by the DEVELOPER.
34. That the BUYER shall abide by all Laws, By laws, Rules and Regulations of Lucknow Development Authority / Local Bodies and the law of the land and shall also be responsible for all deviations, violations or breach of any of the conditions of prevailing law, bylaws, rules and regulations.
  35. The company has made clear to the BUYER that it shall be carrying out extensive development / construction activities for many years in future in the Colony and shall also be connecting/linking the amenities/facilities viz electricity, water, sanitary/drainage systems etc. of additional development/ construction with the existing ones in the colony. The BUYER has confirmed that he /she/they shall not make any objection or make any claim or default any payments as demanded the company on account of inconvenience, if any, which may be suffered by him/her/them due to such developments/constructions activities or incidental/ relating activities as well as connecting/linking of amenities/facilities etc. as above said.
  36. The BUYER shall not use or allow to be used the said unit for any purpose other than commercial and shall not cause nuisance to the other occupants in the adjoining areas and shall not obstruct/ block the common area of the colony, common amenities/facilities etc.
  37. That the BUYER has entered into this Agreement with full knowledge and subject to all the laws and notifications and rules applicable in the area from time to time.
  38. That the BUYER accepts the terms and conditions contained in this agreement and hereby consents to sign this agreement before possession is claimed by him/her/them or earlier if required. The BUYER hereby consents to the changed conditions, if any, that the DEVELOPER may incorporate in the Agreement hereinafter.
  39. That the BUYER agrees that DEVELOPER will have full powers to cancel the allotment / registration / agreement and to forfeit the total earnest money deposited and also to initiate legal action / processes if it is found that the BUYER has given any false information or suppressed any material fact.

Developer

Buyer(s)

40. That it is hereby mutually agreed that any claim, dispute, controversies, disagreements or differences which may arise between the parties or their representatives in relation to or in connection with this Agreement or a breach thereof during currency or expiry of the Agreement, the same shall be settled by mutual consent failing which the matter shall be referred to the decision of an arbitrator, to be appointed in writing by the parties, or if they can not agree upon a single arbitrator to the decision of three persons as arbitrators, one to be appointed by each party and they shall appoint the third arbitrator who shall act as the presiding arbitrator. The arbitration proceedings shall be governed by the then prevailing rules and provisions of Arbitration and Conciliation Act, 1996.
41. Any dispute arising out of this Agreement shall be subject to jurisdiction of Lucknow Courts only.
42. That if the land covered under the Commercial plot belongs to Gaon Sabha either full or in fraction in the future then the allottee shall enjoy free hold right and expenses involved in making the lease hold land of Gaon Sabha to free hold category will be paid to Govt. by the developer and the same shall be charged proportionally to the Allottee.
43. This unit is the part of Hi-Tech Township projects as approved by the Government of Uttar Pradesh; and is being allotted by the Developer Company with the belief that all the rules and policies as laid down by the Government have been complied with. In case however, at subsequent stage if the status of the project is adversely affected by any action, directions or the orders of the Government which may also adversely affect the title of this unit then the Developer Company shall not be liable to pay for any damages to the allottee; and in such a situation the money deposited by the applicant shall be refunded to him/her by the Developer Company with simple interest as per the bank rates admissible for Savings Bank Account.

**ANNEXURE-1**  
**PAYMENT PLAN**

**COST**

Sr.No.	Schedule of Payment	%	Date of Installment Due	Amount Payable
1	Basic Price @ Rs. .... per sq. mts.			`
2	Preferential Location Charges @ Rs. .... per sq. mts.			`
3.	External Deployment Charges @ Rs. .... per sq. mts.			
	Total			

**SCHEDULE-1**

**Down Payment with Rebate**

Sr.No.	Schedule of Payment	%	Date of Installment Due	Amount Payable
1	At the time of allotment	15%		`
2	Within 60 days from the date of allotment (Less 15% down payment rebate)	75%		`
3	CLU Charges	10%		`

**OR**

**Development Linked Installment Plan**

Sr.No.	Schedule of Payment	%	Date of Installment Due	Amount Payable
1	At the time of allotment	15%		`
2	Within 45 days from the allotment	10%		`
3	Within 90 days from the date of allotment	10%		`
4	Within 135 days from the date of allotment	10%		`
5	On laying of Motorable road in the front of the Commercial plot	10%		`
6	On laying of Storm Water drain in front of Commercial plot	10%		`
7	On laying of Sewer Line in the front of the Commercial plot	15%		`
8	On laying of Water Line in the front of the Commercial plot	10%		`
9.	On laying of Electric Cable in the front of the Commercial plot	5%		`
10.	At the time of offer of possession	5% (+CIC & CLU Charges)		`

**Note :-** The Development linked stages can be called for payment in any sequence, depending the sequence undertaken by the Developer, irrespective of the sequence mentioned herein above.

Developer

Buyer(s)



IN THE WITNESS WHEREOF the parties have set there hands on the day, month and the year herein first above written.

In the presence of :

For and on the Behalf of the DEVELOPER

1. Witness No. 1

Name .....  
Address .....  
.....

( DEVELOPER )

2. Witness No. 2

Name .....  
Address .....  
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Buyer (S)

Developer

Buyer(s)

## ENDORSEMENT

1. I/We hereby assign all the rights and liabilities under this Agreement in favour of:

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I/We hereby accept all the rights and liabilities under this Agreement assigned in my/our favour by:

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TRANSFEROR (S)

TRANSFeree (S)

The above transfer is hereby confirmed.

**For ANSAL PROPERTIES & INFRASTRUCTURE LTD.**

**(AUTHORISED SIGNATORY)**

Developer

Buyer(s)

## ENDORSEMENT

1. I/We hereby assign all the rights and liabilities under this Agreement in favour of:

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TRANSFEROR (S)

TRANSFeree (S)

The above transfer is hereby confirmed.

**For ANSAL PROPERTIES & INFRASTRUCTURE LTD.**

**(AUTHORISED SIGNATORY)**

Developer

Buyer(s)





# ENDORSEMENT

1. I/We hereby assign all the rights and liabilities under this Agreement in favour of:

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I/We hereby accept all the rights and liabilities under this Agreement assigned in my/our favour by:

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TRANSFEROR (S)

TRANSFeree (S)

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**For ANSAL PROPERTIES & INFRASTRUCTURE LTD.**

**(AUTHORISED SIGNATORY)**

Developer

Buyer(s)



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