

Tulsiani 

Golf View

APARTMENTS

SUSHANT GOLF CITY, LUCKNOW

Buyer's Agreement

Name _____

Address _____

Tower Name _____ Tower No. _____

Unit/Flat No. _____

Size _____

BUYER'S AGREEMENT

This Agreement is made at on this Day of 20..... between M/s. TULSIANI CONSTRUCTIONS AND DEVELOPERS LTD., a Developer incorporated under the Companies Act, 1956 having its Registered Office at Plot No. 3, Block N, Green Park(main), New Delhi-110016, Delhi, India. & Branch / Local Office at TC 34/V2, Cyber Tower, First Floor, Vibhuti Khand, Gomti Nagar, Lucknow-226010, through its authorized signatory Shri/Smt..... D/Sic/Shri..... authorized vide resolution dated..... 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 ONEPART.

AND

1. Shri/Smt./Ms
S/W/D/of Shri/Smt.
Resident of

*2 Shri/Smt./Ms
S/W/D/of Shri/Smt.
Resident of

*3. Shri/Smt./Ms
S/W/D/of Shri/Smt.
Resident of

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

(hereinafter referred to as the Allottee(s), which expression shall include his/her/their heirs, executors, permitted assigns etc. unless the subject or context requires otherwise) of the OTHERPART.

DEVELOPER

ALLOTTEE(S)

WHEREVER the Allottee(s) is male, female, developer, firm, trust, etc., the expressions 'he, him, she, her, himself, herself, it, itself etc. In this Agreement in relation to the allottee shall be deemed as modified and read suitably as the context requires.

WHEREVER there is more than one Allottee the expression allottee(s)/purchaser (s) in the agreement shall be construed as including each of such allottee, its heirs, executors, administrators, representatives, assigns etc.

AND 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 M/S. ANSAL PROPERTIES & INFRASTRUCTURE LTD. for development of Hi-Tech Township in Lucknow and in furtherance of which the Detailed Project Report (DPR) has been submitted by M/S. ANSAL PROPERTIES & INFRASTRUCTURE LTD. which has been approved by the Lucknow Development Authority, Lucknow.

AND WHEREAS the detailed layout plan 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 M/S. ANSAL PROPERTIES & INFRASTRUCTURE LTD.

AND WHEREAS in the 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 the standard specifications conforming to the government policies and the relevant IS/BIS codes, guidelines and practices on the land owned by the Developer.

AND WHEREAS the Allottee(s) after fully satisfying himself with the said facts and rights and title of the Developer to make the allotment of the apartment, the subject matter of this Agreement; has applied to the Developer for allotment of a residential apartment by way of sale in the said Group Housing Complex known as "Golf View Apartments" The Unit/ Apartment to be constructed thereon will hereinafter be referred to as the Apartment.

AND WHEREAS the developer has obtained/will in due course take steps to obtain sanction of the building plans from the concerned authorities and start construction of the Group Housing Complex.

AND WHEREAS the Allottee(s) vide application dated had applied for allotment of a residential apartment/flat by way of sale in the Hi-Tech Township popularly known as "Golf View Apartments" being developed by TULSIANI CONSTRUCTIONS AND DEVELOPER LTD., who agrees to sell the same to the Allottee(s) on terms and conditions mentioned in the preceding paragraphs stated below and onward:

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NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. THAT the Developer hereby agrees to sell and the Allottee hereby agrees to acquire the said premises detailed below at the basic sale price and preferential location charges, if any, mentioned against it and upon the terms and conditions set out hereunder as mutually agreed by and between the parties hereto.

Apartment Type	No.	Floor	Tower	Super Area Approximately (Sq. ML / Sq. Ft.)	Basic Rate ₹ (Sq. ML Sq. Ft.)	Total Basic Price

2. (a) THAT the rate mentioned in Clause-1 above is inclusive of the cost of providing electric wiring and switches in the said premises, however the Electric Connection charges will be charged extra and the amount payable will be interalia to cover the cost payable for the service connections, service lines, sub-station equipment, cost of area under the subject installation and security deposit etc. Allottee will be required to pay the charges pro-rata basis per Sq.ft. as and when demanded by the Developer. The expenses will be charged in proportion to the area of apartment.
- (b) (i) The Fire Fighting Equipment and Fire Prevention Measures which are required within the Apartment and which become necessary on account of any interior decoration/partition or heat load created by the Allottee shall be installed by the Allottee himself at his own cost and he will obtain necessary permission in this regard from the concerned authority/authorities.
- (ii) THAT Fire Safety Measures are to be provided as per the existing Fire Safety Code/Regulations. If due to subsequent Legislation/ Government orders or directives or guidelines or if deemed necessary by the Developer, any further fire safety measures are undertaken, the proportionate charges in respect thereof shall also be payable on demand by the Allottee.
- (iii) THAT there is mandatory provision of allotment of atleast one Car Park Bay along with one apartment in the proposed Group Housing Complex and Developer has allotted One Car Park Bay to the Allottee (s) as such the allottee has agreed to pay to the Developer an amount of ₹ _____ towards sale consideration of said car park bay in the manner as agreed per schedule-I of payment plan.
- (iv) Other charges such as holding over charges ₹ 5 (₹ Five only) per square feet or ₹ 53.80 (Fifty Three Rupees Eighty Paise only) per square meter per month shall be charged, in case intending allottee(s) fails to take possession of the flat as and when offered by the Developer.
- (v) Other charges as per summary of dues as contained in enclosed Scheduled of Payment shall be payable by the Allottee.
3. THAT the Allottee shall not have any right, title or interest in the common area, except as provided hereunder. It is, however, agreed that if the maintenance and replacement charges are paid regularly, as provided in these presents, the Allottee or anyone else lawfully claiming under him/ her, shall have the right to use of common facilities. In default of such payments, it shall not be open to the Allottee(s) to claim any

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right of use of common facilities, for none has been agreed to be transferred by these presents. Similarly, if the Allottee commits any breach of any of the covenants herein, no right of use of facilities shall be permitted until the breach is rectified. In case of any default committed, subsequently the Allottee shall disentitle himself/ herself from availing the said facilities thereafter.

4. Any increase/decrease/any fresh levy imposed by Government/Semi Government Body hereafter shall be to the account of Allottee on pro-rata basis who shall pay the same to the Developer on demand. Provision to this effect shall be incorporated in the sale/ conveyance deed to be executed by the Developer in favour of the Allottee which shall be binding upon the Allottee.
5. (a) That the Allottee has already paid a sum of ₹ (Rupees) of the basic sale price of Apartment at the time of booking for the purchase of the said premises, the receipt of which the Developer hereby acknowledges and the Allottee agrees to pay the remaining sale price and all other charges as described in Schedule I-A annexed to this Agreement and in the manner indicated therein. Allottee has agreed that the Developer is under no obligation to send demands/ reminders for payments. The timely payment of installments is the essence of the contract.
- (b) The Developer and the Allottee hereby agrees that the amounts paid to the former by the latter with application and in installments as the case may be to the extent of 20% of the basic sale price of the Apartment, will collectively constitute the earnest money. This earnest money shall stand forfeited in case of delay in payment of installments and cancellation of Allotment as well as non-fulfilment of the terms and conditions of this Agreement.
6. THAT the timely payment of installment as stated in Schedule I - A 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 allottee(s) 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 allottee(s) shall be left with no right or lien on the Apartment and the Developer shall thereafter be free to deal with the Apartment in any manner, whatsoever at its discretion. The amount(s), if any, paid over and above the Earnest Money shall be refunded to the allottee(s) without any interest. In exceptional circumstances, the developer may at its sole discretion condone the delay in payments by charging a minimum simple interest of 18% p.a. of the amount outstanding and restoration charges thereon. 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 allottee(s)/purchaser. Also, if more than three consecutive installments are not paid, the allotment will automatically stand cancelled without any prior intimation to the allottee(s) and the allottee(s) shall have no lien on the Said Unit.
7. In case of default in payment of dues of the financial institution/agency by allottee(s) the allottee(s) authorize the Developer 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 allottee(s).

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- a. In case the allottee(s) want to avail a loan facility from his / her/ their employer or financial institution/ agency to facilitate the purchase of the Said Unit, the Developer, shall facilitate the process subject the following.
 - b. The terms of the financial institution/ agency shall exclusively be binding and applicable upon the allottee(s) alone.
 - c. The responsibility of getting the loan sanctioned and disbursed as per the Developer's payment schedule will rest exclusively on the allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Developer, as per schedule, shall be ensured by the allottee(s), failing which, the allottee(s) shall be governed by the provisions contained in clause 6 as above.
9. **THAT** the Earnest Money shall stand forfeited in case of default by the allottee(s) in timely payment of all instalments and for non-fulfilment of the terms and conditions of this Agreement. In such an event the allotment/booking of the Apartment shall stand cancelled and the allottee(s) shall be left with no lien, right, claim whatsoever on the property applied for/allotted and the Developer shall be free to sell dispose of his Apartment at its sole discretion.
10. **THAT** 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 allottee(s) shall be accordingly delayed, without any claim towards interest for such delay.
10. **THAT** all payments in terms of this Agreement shall be made in favour of M/s. TULSIANI CONSTRUCTIONS AND DEVELOPERS LTD. through Cheque & Drafts Payable at Allahabad / Lucknow.
11. **THAT** the Allottee shall not be entitled to get the name(s) of his nominee(s) substituted in his place. The Developer may however, permit such substitution on such terms & conditions including payment of such administrative charges as it may be deemed fit.
12. **THAT** the Allottee has entered into this Agreement with the full knowledge & subject to all the laws, notifications and rules applicable to this area in general and group housing projects in particular which have been disclosed and explained by the Developer and understood by the Allottee.
13. **THAT** the Allottee has fully satisfied himself/ herself about the interest and the title of the Developer in the said land on which the Apartment as a Group Housing Scheme will be constructed and has understood all limitations and obligations in respect thereof. No more investigation is required by the Allottee in this respect.
14. **THAT** the Allottee has accepted the plans, designs, specifications shown to him which are tentative and are kept at the Developer's Office and unconditionally agrees that Developer may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion deemed appropriate and fit or as may be done by a competent authority. The super area may vary without any change in built-up area or dimensions of the apartment and the Allottee hereby gives his unconditional consent to such variation/ addition/ alteration/

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deletion and modification. The Allottee has also accepted the specifications and information as to the material to be used and features in the construction of apartment as set out in the specifications enclosed to this Agreement, which are tentative and the Developer make such variations and modifications therein, as it may, in its sole discretion, deemed fit and proper or may be done by any Competent Authority and the Allottee gives his unconditional consent variation and modifications.

15. THE Allottee(s) recognizes that the cost of Apartment is based on the cost of construction rates applicable on the date of booking. Further, due to abnormal market variation in the cost of construction and raw materials, the actual cost of the Apartment may experience some escalation; and may thus vary. The final expenditure made will be compiled at the stage of completion of the project and if the increase or decrease in the cost of construction is within the limit of 5% of the cost fixed at the time of allotment, the same shall be absorbed by the Developer/SPV. In case actual cost of the construction upon completion of the project escalates or decreases by the proportion of more than the time of 5% then the difference in the cost will be charged or refunded to the Allottee(s), as the case may be as per actual calculation made by the Developer/SPV which will be based on the following formula:

$$\frac{\text{₹/Square Meter}}{\text{Number of Years (3)}} \times \frac{\text{CL1}}{\text{CL}_{\text{at}}}} + \frac{\text{CL2}}{\text{CL}_{\text{at}}}} + \frac{\text{CL3}}{\text{CL}_{\text{at}}}}$$

₹ / sq.mtr=Cost of construction at the time of booking of Apartment'

CL_{at}= Cost indices of CPWD on the day of booking of Apartment'

CL1=Cost indices of CPWD one year from the date of booking of Apartment'

CL2=Cost indices of CPWD two year from the date of booking of Apartment'

CL3=Cost indices of CPWD three year from the date of booking of Apartment'

16. THAT the Developer shall, under normal conditions, complete the construction of Golf View Apartments as per the said plans and specifications seen and accepted by the Allottee (with additional floors for apartment if permissible) with such additions, deletions, alterations, modifications in the layout, building plans, change in number, dimensions, height, size, area or change of entire scheme of Developer may consider necessary or may be required by any competent authority to be made in them or any of them. To implement all or any of these changes, supplementary sale deed(s)/ agreement(s), if necessary will be got executed and registered by the Developer.

If as a result of the above alteration etc., there is either reduction or increase in the super area of said premises or its location, no claim, monetary or otherwise shall be raised or accepted except that the original agreed rate per sq.mtr/ sq.ft. and other charges will be applicable for the changed area i.e. at the same rate at which the apartment was registered/ booked or as the Developer may decide and as a consequence of such reduction or increase in the super area, the Developer shall be liable to refund without interest only the extra basic price and other pro-rata charges recovered or shall be entitled to recover the additional basic and other proportionate charges without interest as the case may be. If for any reason the Developer is not in a position to allot the property applied for the Developer, at its sole discretion, shall consider for any alternative property or refund property or refund the amount deposited with simple interest @10% per annum.

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THAT any increase or decrease upto 15% of the original allotted area shall be acceptable to allottee(s) 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 allottee(s) and shall be payable accordingly.

If for any reason, and changes are required to be made by the nodal agency or by the Architects or the Developer resulting in reduction or increase in the area of the Apartment or the area of the Apartment there Under, or the location, on claim monetary or otherwise will either be raised or accepted, however there shall be increase or decrease respectively in the price, and the decision of the Developer thereon shall be final.

THAT in any case the particular Apartment is omitted or the Developer is not able to hand over to the allottee(s) the apartment for any reason other than those mentioned in clause '19 & 20' below, the Developer shall allot and the allottee(s) shall accept the alternative Apartment offered by the Developer. However in case the Developer is unable to allot any Apartment offered by the Developer, in that case the Developer shall be responsible only to refund the actual amount received with simple interest @ 10% p.a. by it and shall not be liable to pay any compensation or damages or interest thereon whatsoever.

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 Apartment is located. In case any such development takes place hereafter, the same shall be at the cost and risk of the allottee(s) who will be bound to carryout 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 unit. The Developer will not be responsible or liable in any manner whatsoever on account of any such development.

THAT if in the above situation the Developer has started the construction of the Apartment and is unable to complete the house, the allottee(s) will remain obliged to make payment to the Developer proportionate to the completion thereof and as may be certified by the entitled of the Developer. The decision so made shall be final. However, the allottee(s) shall be entitled to step into the shoes of the Developer and get the rights of the Apartment transferred in his favor and also be entitled to received compensation etc. awarded thereof.

THAT notwithstanding any event mentioned in clause 19 and 20 above. If the Developer continues with its work in relation to the Apartment, the terms of this Agreement will continue to apply with full force.

THAT the Developer shall endeavor to offer possession of apartment to the Allottee within 24 months from the date of Allotment. Letter subject to force majeure circumstances and on receipt of complete payment of the basic sale price and other charges due and payable upto the date of possession according to the payment plan applicable to Allottee punctually. The Developer on completion of the construction shall issue final call notice to the Allottee who shall within 30 days thereof, remit all dues and take possession of the apartment. In the event of his failure to take possession, for any reason whatsoever, he shall be deemed to have taken possession of the allotted apartment from the date the same has been offered, for purpose of payment of maintenance charges or any other levies on account of the allotted unit, but the actual physical possession shall be given on payment of all upto date outstanding payments as demanded by the Developer.

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23. THAT if the construction of the premises is delayed due to force majeure circumstances which interalia include delay on account of non-availability of steel and or cement or other building materials, or water supply or electric power or slow down-strike or due to a dispute with the construction agency, civil commotion, or by reason of war or enemy action or earthquake or any act of God, delay in certain decision/ clearance from statutory body, or if non-delivery of possession is as a result of any notice, order, or for any other reason beyond the control of the Developer then in any of the aforesaid event, the Developer shall be entitled to a reasonable corresponding extension of the time of delivery of the said premises on account of the force majeure circumstances.

The Developer as a result of such a contingency arising, reserves the right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the Developer, so warrant, the Developer may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever shall be claimed by the Allottee(s) for the period of delay/suspension of the scheme.

In consequence of the Developer abandoning the scheme, the Developer's liability shall be limited to the refund of the amount paid by the allottee without any interest. No compensation whatsoever shall be payable.

24. THAT the Allottee shall pay the price of the premises on the basis of super area i.e. covered area inclusive of proportionate common areas as determined by the Developer.
25. THAT the Allottee shall reimburse to the Developer and pay on demand all taxes, levies or assessments whether levied now or leviable in future on land and/ or building of Golf View Apartments as the case may be, from the date of booking/allotment. Apportionment of such levies shall be made by the Developer or any other agency nominated by the Developer as the case may be, and the same shall be conclusive, final and binding upon the Allottee.
26. THAT after the Allottee taking possession of the said premises, the Allottee shall have no claim against the Developer in respect of any item of work in the said premises which may be alleged not to have been carried out or completed or for any design, specifications, building materials used or for any other reason whatsoever and he shall be entitled to the use and occupation of the said premises without any interference but subject to the terms and conditions, stipulations and restrictions contained therein.
27. THAT the Allottee agrees and undertakes that he shall after taking possession of the said premises or at any time before or thereafter, have no right to object to the Developer constructing or continuing with the construction of the other building(s) adjoining, put up additional floors to the Building, or otherwise in the site earmarked for Group Housing in the said colony.
28. THAT the Allottee shall from the date of possession maintain the said premises at his own cost, in a good tenantable and in a good condition and shall not do or suffer to be done anything in or to the said building(s) or the said premises, or the staircases, lifts and lift lobbies, shafts, still, basements, compound and common passages which may be against rules or by-laws of the Municipal Authorities, Maintenance Agencies or any other authority nor shall the Allottee change alter or make alteration in or to the said premises or the building(s) or any part thereof. The Allottee shall be exclusively responsible for any loss or damages arising out of breach of any of these conditions.
29. THAT the Allottee is under the obligation to pay the house tax, water tax and other such taxes which will be levied on him by the Local Authority/Body/Maintenance agency under the then prevailing law and rules of the land, when such maintenance services will be

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transferred to the Local Authority/Body/Maintenance agency.

30. THAT the allottee 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, letter posted and correspondences made at the last recorded address available with the Developer shall be deemed to have been received by his/her/their at the time when those should ordinarily reach such address and the allottee 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.
31. 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 Allottee shall be sufficient proof of receipt of the same by the Allottee and shall fully and effectually discharge the Developer or its nominee.
32. THAT the transfer of the Apartment 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 Allottee (including addition/deletion) as registered with the Developer will be deemed as transfer for the purpose. The administrative charges for the transfer of the unit 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 unit or its location will be settled between themselves i.e., transferor and transferee and the Developer will not be a part to it.
33. THAT in case of death of the Allottee, the allotted property would be transferred to the legal heir of the Allottee on submission of the required documents.
34. THAT the Allottee shall not use the said premises or permit the same to be used for purpose other than the purpose sanctioned as per Govt. Regulations or as may be earmarked in the Zoning/Building plans sanctioned by the competent authority or use for any purpose which may or is likely to cause nuisance or annoyance to occupiers of Golf View Apartments or for any illegal or immoral purposes, and shall not do or suffer anything to be done in or about the said premises which tend to cause damage to any flooring or ceiling of any premises above, below or in any manner interfere with the use thereof or of space, passages or amenities available for common use. The Allottee shall not use the premises for any activity commercial or otherwise except for residential purpose only.
35. THAT the Allottee shall not put up any name or sign board, neon, sign, publicity or advertisement material, hanging of cloths etc. on the external façade of the Building or anywhere on the exterior of the Building or common areas and shall not change the colour scheme of the outer walls or printing of the exterior side of the doors and windows etc. or carryout any change in the exterior elevation, architectural features and design.
36. THAT except for the areas herein allotted and the necessary easementary rights pertaining thereto, all the common areas and the facilities and the residuary rights in the proposed building(s) shall continue to vest in the Developer till such time as the same or a part thereof is

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allotted, sold or otherwise transferred to any particular Allottee or to any association.

The Allottee unconditionally agrees that in case during the course of construction and/ or after the completion of the Building(s) further construction on the unit or the building become possible, the Developer shall have the sole right to take up or complete such further construction as belonging to the Developer notwithstanding the designation and allotment of any common areas as limited common areas or otherwise. It is agreed that in such a situation the proportionate share of the Developer in the common areas and facilities and limited common areas facilities shall stand varied accordingly. Money charged for those areas will be refunded.

37. THAT it is mutually agreed that save and except in respect of the said premises hereby agreed to be acquired by the Allottee, he shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress over in respect of land, open spaces and all or any of the common areas such as lobbies, staircase, lifts, corridors, which shall remain the property of the Developer.
38. THAT IT IS CLEARLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the Developer shall have unqualified and unfettered right to sell to anyone of their choice, the terrace above the top floor of apartment building(s) subject to the necessary means of access to be permitted for such purposes so as to reach the water tank and lift room of the building(s). The purchasers of such terraces shall be entitled to make use of the same for such purposes, as may be permitted by the Developer.
39. THAT the Developer has the right to raise the finance from Bank/ Financial Institution/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 allottee shall have no objection during the development of the project. Notwithstanding the foregoing, the Developer shall ensure to have any such charge, if created, cleared and vacated before the conveyance of title in favour of the Allottee.
40. THAT the Developer shall have the right to recover any increased amount of compensation payable to Lucknow Development Authority, Lucknow or any other authorities in future on account of decisions of Courts/Tribunals for the land acquired/resumed and Transferred to the Developer by the State Government Lucknow Development Authority, Lucknow and the same shall be recoverable from the Allottee 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 Authority, Lucknow. That if any major city level infrastructure charges (such as embankment, ring road, flyover, metro etc, is provided by the Lucknow Development Authority, Lucknow, U.P State Electricity Board or any other authority(ies) of the Central Government/State Government during the project period, consequent to which the proposed township will be directly or indirectly benefited), they are levied on the Developer, Allottee shall pay proportionate charges of such infrastructure on pro-rata basis to the Developer, as and when demanded by the Developer.
41. THAT the Developer or its nominated maintenance agency shall look after the maintenance and upkeep of the common areas and facilities until these are handed over to some corporate body or other agency appointed by the Developer for maintenance, upkeep, repairs, security etc. of the building(s) including the landscaping and common area. The Allottee unconditionally agrees and consents to the said Agreement and he shall pay interest free security deposit and maintenance charges as determined by the Developer or its appointed maintenance agency from time to time depending upon the maintenance cost. In addition to maintenance charges, there will be contribution to the

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replacement fund etc. Any delay in payments will make the Allottee liable for interest @ 24% per annum. The Allottee further unconditionally agrees that in the event of non-payment of any of the charges within the specified time shall also dis-entitle the Allottee to the enjoyment of common services including lifts, electricity, water etc. and the Maintenance Agency shall be free to discontinue/disconnect the said services. The Allottee also undertakes and agree to execute a separate Agreement with the maintenance agency, the format of which has been seen and approved by the Allottee.

THAT the said premises hereby allotted from part of Group Housing **Golf View Apartments**. It is in the interest of all the Allottee/Occupiers that safeguard be provided to prevent entry of unauthorized person(s) into the said Complex. To give an effective hand to the Developer/ Maintenance Agency to deal with such unlawful entrants/loiterers/peddlers etc. and also to enable the Developer/ Maintenance agency in particular and owners/lawful occupants of the various premises in general to deal more effectively with the security of the said Complex and maintenance of order therein, the entry be regulated. For this the Maintenance Agency shall be free to restrict the entry of anyone into the **Golf View Apartments** whom it considers undesirable at the outer gate itself unless the allottee himself gives permission to allow anyone to enter or escort them out as well. The security services, will be without any liability of any kind upon the Developer/Maintenance Agency. Security costs will be part of the Maintenance Charges.

THAT the Allottee shall pay, as and when demanded by the Developer, the stamp duty, registration charges and other incidental and legal expenses for execution and registration of sale deed in his favour, which shall be executed and got registered after receipt of the full price, other dues and the said charges and expenses from the Allottee in respect of the said premises. The sale deed shall be executed and got registered in favour of the Allottee within the reasonable time after the final construction at the site and on receipt of all dues.

THAT the booking/allotment, once made, cannot be cancelled by the allottee(s). 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 allottee(s) without any interest.

The Developer shall have the first lien and charge on the said Apartment for all its dues and other charges payable by the Allottee(s) to the Developer.

Unless a conveyance deed is executed and registered, the Developer shall for all intents and purposes continue to be the owner of the land and also the construction thereon and the Agreement shall not give to the Allottee any right or title or interest therein, except that all taxes and levies shall be paid by the Allottee as stated hereinbefore.

The Allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the Apartments, Car Parking Spaces, Other Common areas, facilities and amenities.

THAT in case there are joint Allottee, all communication shall be sent by the Developer to the Allottee whose name appears first and at the address given by him which shall for all purpose be considered as served on all the Allottee and no separate communication shall be necessary to the other named Allottee(s). The allottee has agreed to this condition of the Developer. It shall be the responsibility of the Allottee to inform the Developer by a Registered (A.D)/Courier letter about all subsequent changes, if any, in his address, failing which all communications and letters posted at the first Registered Address will be deemed to have been received by him at the time when those would ordinarily reach at such address and the Allottee shall be fully liable for any default in payment and other consequences that may occur therefrom.

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49. THAT the Allottee, if a resident outside India, shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Regulation Act, 1973 and other applicable laws including that of remittances of payment(s) and for acquisition of the immovable property in India. A declaration to that effect will have to be furnished by him.
50. THAT, if the Allottee has to pay commission or brokerage to any person for services rendered by such person to him whether in India or outside India for acquiring the said premises for the Allottee, the Developer shall in no way whatsoever be responsible there for and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Developer for the said premises.
51. THAT the construction of Golf View Apartments will conform to the Specifications enclosed to this Agreement subject however, to variation/ modification as approved by the appropriate authority.
52. THAT the Allottee shall abide by all Laws, Rules and Regulations of the Central Government/State Government/Lucknow Development Authority/Nagar Nigam, Lucknow/Local Bodies and shall exclusively be responsible/liable for all defaults, violation or breach of any of the conditions, levies or Rules and Regulations as may be applicable.
53. THAT the Allottee undertakes to join in the execution of such documents and applications as may be required to obtain various permission from the Income Tax and other authorities to facilitate the registration of the sale deed in his favour, failing which the allottee shall be liable for all consequences arising from failure or neglect on the part of the Allottee to do so.
54. THAT it is expressly agreed between the parties that the Allottee shall not be entitled to assail this Agreement on the ground of want of mutuality even if any stipulations herein are held to be lacking mutuality.
55. THAT as already stated, all costs of stamp duty, registration fee and all other miscellaneous/incidental expenses for registration of the sale deed shall be borne exclusively by the Allottee.
56. THAT the Developer has made clear to the allottee(s) 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 allottee(s) has confirmed that he/she/they shall not make any objection or make any claim or default any payments as demanded the Developer on account of inconvenience, if any, which may be suffered by him/her/them due to such developments/constructions activities or incidental/linking activities as well as connecting/linking of amenities/facilities etc. as above said.
57. THAT the sale deed shall be executed and got registered in favour of the Allottee(s) within six months from the date of intimation after the unit has been finally demarcated at the site and after receipt of full sale consideration and other charges and compliance of all other terms and conditions of this Agreement by the Allottee(s). The cost of stamp duty, registration charges, freehold conversion charges and other incidental charges and expenses will be borne by the Allottee(s) in addition to full sale price of the unit, as and when demanded by the developer. In case the Government demands any stamp duty/registration charges and freehold charges on this agreement, the same shall be borne by the Allottee(s). The freehold charges will be 6% of the basic cost of proportional area of the land prevalent at the time of booking.

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58. As per the Hi-Tech Township Policy of the Govt. the land acquired or resumed by the Govt. for Hi-Tech Township will be on lease hold title basis. The Developer has resumed and acquired lands under the Hi-Tech Township Policy of the Govt. At the same time, the land has also been directly purchased from land owners without availing any benefit or the concessions inbuilt in the policy. Thus both categories of lands have been procured in the project area. Accordingly, the Allottee(s) have options to get the land with the freehold title or the lease hold title as per their option. The Allottee(s) who opt for Freehold rights shall pay an amount of 6% on the proportional land FAR cost on which the unit has been built as purchased by him as freehold charges and this amount will be payable at the time of getting the deed registered along with the possession of the developed land. In case the allottee(s) opt for a lease hold title on the land at the time of registration of the deed then he has option to get the lease hold deed registered along with the possession and in such cases, he will have to pay the freehold charges @ 6% of the circle rate of the proportional land FAR cost at current market value at the time of conversion for lease hold right to freehold.
59. 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 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 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 with simple interest as per the bank rates admissible for savings Bank Account.
60. **THAT** it is agreed that courts at Lucknow/Allahabad alone shall have jurisdiction for adjudication of all matters arising out or in connection with this agreement.
61. **THAT** if the land covered under the plot belongs to Gaon Sabha either full or in fraction then the allottee shall enjoy free hold 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 no expenses/costs will be imposed on this account on the plot/flat buyers in terms of this agreement.

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SCHEDULE - I

**GOLF VIEW APARTMENTS
(PAYMENT PLAN)**

A) Down Payment Plan		%AGE
1)	At the time of Booking	10% of BSP
2)	On Allotment	95% of BSP + 100% Additional Cost (If any) + 300% of PLC (If any) + 300% EDC (If any) + Other Cost (If any) + Stamp Duty, Registration & other Charges (If any)
B) Construction linked Interest Free Installment Plan		%AGE
1)	At the time of Booking	5% of BSP
2)	On Allotment	10% of BSP
3)	On Start of Excavation of Tower in which Unit is Booked	10% of BSP
4)	On Start of 2nd Floor Roof Slab Tower	10% of BSP + 50% PLC (If any)
5)	On Start of 3rd Floor Roof Slab Tower	10% of BSP + 50% of Additional Cost
6)	On Start of 4th Floor Roof Slab Tower	10% of BSP + 50% PLC (If any)
7)	On Start of 5th Floor Roof Slab Tower	10% of BSP + 50% of Additional Cost
8)	On Start of 6th Floor Roof Slab Tower	5% of BSP
9)	On Start of 12th Floor Roof Slab Tower	5% of BSP
10)	On Start of 15th Floor Roof Slab Tower	5% of BSP
11)	On Start of 18th Floor Roof Slab Tower	5% of BSP
12)	On Completion of Internal Plaster	5% of BSP
13)	On Start of Flooring & Tiles	5% of BSP
14)	At the time of Offer of Possession	5% of BSP + other Cost (If any) + Stamp Duty, Registration & Other Charges (If any)

* The Construction linked stages can be called for payment in any sequence, depending on the sequence undertaken by the Developer, irrespective of the sequences mentioned hereinabove.

TERMS & CONDITIONS

1. Cheques/Drafts to be issued in favor of "Tulsiani Construction & Developers Pvt. Ltd." payable at Lucknow/Walubal only. Outstation cheques shall not be accepted.
2. Prices are subject to revision after sale of every 25 units or as decided by the company from time to time.
3. Prices are subject to revision without prior notice and the price ruling on the date of allotment and accepted by the company shall be applicable.
4. The Registration Charges, Legal/Documentation fee is in addition to the above said price (payable at the time of offer of possession).
5. Other cost including GST, VAT, EDC or any other charges levied by the State or Central Govt. as indicated in the Allotment Letter/ Buyer Agreement shall be payable additionally by the Allottee.
6. The company shall endeavor to complete construction of unit allotted within 30 months from the date of sanction of plan/booking whichever is later. Delay from Dragg Financing has already been reached here U.P. Govt.
7. Holding Charges @ Rs. 5/- per sq.ft. per month shall be charged in case customer fails or ignore to take the possession as and when offered by the company.
8. The other terms & conditions of the sale would be as per the standard allotment letter/agreement of "Tulsiani Golf View Apartments".

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SCHEDULE - II

SPECIFICATIONS

- **STRUCTURE / EXTERNAL FINISH**
Earthquake Resistant RCC frame structure / Weather resistant Texture Paint , Glazing
- **DINING & PASSAGE**
Floor: Imported Marble / Tiles
Walls: Plastered surface and painted with Plastic Emulsion Paint / OGD
Ceiling: Painted with Plastic Emulsion Paint / OGD
- **MASTER BED ROOM**
Floor: Wooden Flooring
Walls: Painted with Plastic Emulsion Paint / OGD
Ceiling:
- **DRAWING ROOM**
Floor: Imported Marble / Tiles
Walls: Painted with Plastic Emulsion Paint / OGD
Ceiling:
- **MASTER TOILET**
Walls: Ceramic Tile Cladding
Floor: Antiskid Vitrified Tiles
Fittings/Fixtures: Wash Basin, Wall hung WC, Single Lever, CP Fittings, Provision for Hot & Cold Water, Mirror
Counter:
- **DOORS & WINDOWS**
Entrance Door: Premium Door.
Internal Doors: Seasoned hardwood frame with laminated / Moulded door & mortise lock
External Door/Windows: UPVC / Aluminium
- **LIFT LOBBY/CORRIDORS**
Floor: On ground floor imported marble & Kota Stone on subsequent floors.
Walls: Plaster with POP punning on ground floor & painted with Plastic Emulsion Paint/OGD
Ceiling : Plaster with POP punning & painted with Plastic Emulsion Paint /OGD
- **ELECTRICAL**
Wire : Copper Concealed Wiring
Plug: Plug Point in each bedroom/drawing/dining & Lounge
Switches: Modular switches
Air Conditioning: Energy efficient air conditioning system (VAV) for individual flats suitable for higher ambient temperature.

Telephone/Intercom/Data : Telephone cable pre-wired in all rooms.
- **SECURITY**

24 hrs. manned periphery security for the complex. Boom barrier for main gate & Access control through CCTV & at entrance of ground Floor.

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- **OTHER BEDROOMS**
Floor: Vitrified
Walls: Painted with Plastic Emulsion Paint / OGD
Ceiling:
- **SERVANT ROOM**
Floor : Antiacid Ceramic Tiles
Walls : Water Repellent Paint
Ceiling: Painted with Plastic Emulsion Paint / OGD
- **KITCHEN**
Floor : Vitrified Tiles
Walls : Vitrified Tiles up to 2'-0"ht. above the counter level rest painted with Plastic Emulsion Paint / OGD
Ceiling: Painted with Plastic Emulsion Paint / OGD

Platform: Granite Counter with stainless steel sink.

Cabinets: Modular
- **BALCONIES**
Floor: Vitrified Tiles.

Walls: External Grade Water Repellent Paint

Ceiling: External Grade Water Repellent Paint

Railing: M.S. railing
- **OTHER TOILETS**
Floor: Antiacid Ceramic Tiles

Walls : Ceramic Tiles upto 7'-0" ceiling ht.

Fittings/Fixtures : Wall hung W.C. wash basin of matching shades, single lever, C.P. fittings, provision for hot & cold water system

Counter: Granite wherever required otherwise flat wash basin
- **TECHNOLOGY**
Energy efficient product. Lighting & fire fighting system. Rainwater harvesting system.
- **FIRE PROTECTION**
Heat / Gas Leak detector in Kitchen.
- **LIFT**
2 nos. passenger lift in each tower.
- **FACILITIES**
1 no. car parking each apartment. Swimming Pool, Indoor games room. Interroom Connection-ready to move. Multipurpose Hall. Provision for cafeteria/restaurant landscaped common areas to preserve & enhance the natural characteristic of the site.
- **CLUB FACILITIES**
Swimming Pool, Sauna, Steam, Gymnasium, Indoor Games like Billiards, Snooker, Pool etc, Cafeteria. Daily Convenience Shops.

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