

GOLF RESIDENCIA PLOT ALLOTTEE(S) AGREEMENT (DRAFT)

This Agreement is made at on this day of 20 between **M/s.**

ANSAL PROPERTIES AND INFRASTRUCTURE LTD., a Promoter 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 Promoter, 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

[If the Allottee is a company]

....., (CIN no.) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at, (PAN), represented by its authorized signatory,, (Aadhar no.) duly authorized *vide* board resolution dated, hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership firm]

....., a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at, (PAN), represented by its authorized partner,, (Aadhar no.) authorized *vide*, hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr./Ms. son/daughter of, (Aadhar no.) aged about, residing at, (PAN), hereinafter called the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

Promoter

Allottee(s)

[OR]

[If the Allottee is a HUF]

Mr. _____, son of _____ aged about _____ (Aadhar no. _____) for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

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

DEFINITIONS:

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

- (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "**Authority**" means **Uttar Pradesh Real Estate Regulatory Authority**.
- (c) "**Government**" means the Government of the State of Uttar Pradesh;
- (d) "**Rules**" means the Regulations made under the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.;
- (e) "**Regulations**" means the Real Estate (Regulation and Development Act, 2016;
- (f) "**Section**" means a section of the Act.

WHEREVER the Allottee 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 Allottee shall be deemed as modified and read suitably as the context requires.

WHEREVER there are more than one Allottee the expression Allottee in the agreement shall be construed as including each of such Allottee, 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.

Promoter

Allottee(s)

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 PROMOTER for development of Hi-Tech Township in Lucknow and in furtherance of which the Detailed Project Report (DPR) has been submitted by the said PROMOTER 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 Promoter Agreement has been signed between Lucknow Development Authority, Lucknow and the said PROMOTER.

AND WHEREAS in terms of the development of Hi-Tech Township on Sultanpur Road at Lucknow in Uttar Pradesh, the PROMOTER has been authorized to allot the Plots of different specifications and sizes developed / constructed by the PROMOTER to its Allottees on its own terms and conditions. The PROMOTER 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

AND WHEREAS

A. **Ansal Properties and Infrastructure Limited ("Owner/Promoter")** is the absolute and lawful owner/Lessee of the lands more particularly detailed in **Schedule A** hereof ("**Said Land**").

B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.

C. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the plot, as the case may be, from Lucknow Development Authority. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in compliance with section 14 of the Act and/or other laws as applicable;

D. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow under registration no. **UPRERAPRJ.....**;

E. The ALLOTTEE vide application dated has applied for allotment of a RESIDENTIAL PLOT by way of sale in the Hi-Tech Township, popularly known as "SUSHANT GOLF CITY" being developed by the PROMOTER with agrees to sell the desired RESIDENTIAL PLOT as filled in the application form of the ALLOTTEE on terms and conditions mentioned in the proceeding paragraphs stated below and onwards:

Promoter

Allottee(s)

F. The Allottee has inspected the site where the Project is proposed to be constructed along with the ownership records and other related documents and hereby acknowledges that the Promoter has readily provided all information and clarifications as required. The Allottee has relied solely on his personal judgment in deciding to enter into this Agreement and to purchase the Said Plot. Further, the Allottee is satisfied about the title of the Promoter related to the Project and is also content with the right, title and interest of the Promoter to sell the Said Plot and receive the Total Price.

G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

H. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

I. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot with exclusive right to use irrevocably as defined in Recitals above.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Plot as specified in **Para 1.3**.

1.2 Both the parties confirm that they have read and understood the provisions of section-14 of the Act.

1.3 That the ALLOTTEE has applied for a RESIDENTIAL PLOT and the PROMOTER has with the consent of the ALLOTTEE allotted the RESIDENTIAL PLOT No. in Sector Pocket admeasuring sq. meters (approx Sq. yards) @ approx Rs..... per sq. meter (Rsper sq. yard) in "SUSHANT GOLF CITY" Lucknow subject to the following terms and conditions:

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Plot;

Promoter

Allottee(s)

- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Plot to the Allottee and the project to the association of Allottees or the competent authority, as the case may be, after obtaining the occupation or completion certificate.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Plot includes recovery of price of land, construction of not only the Plot but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Plot, water line and plumbing, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities and amenities forming part of Common Areas and specifications to be provided within the Plot and the Project but excludes Hi-Tech Township maintenance charges which shall be charged separately after the completion of one year from the date of completion certificate.

1.4 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

1.5 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** ("**Payment Plan**").

1.6 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments@NIL per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promote.

1.7 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Plot, plot or building, as the case may be, without the previous written consent of the Allottee.

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

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the said Plotas mentioned below:

- (i) The Allottee shall have exclusive ownership of the said Plot;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) The computation of the price of the said Plot includes recovery of price of land, construction of [not only the said Plot but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the said Plot, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges (as per para 11 etc). and includes cost for providing all other facilities, amenities and specifications to be provided within the said Plot and the Project;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his plot.

1.9 It is made clear by the Promoter and the Allottee agrees that the said Plot along with garage/closed parking/covered parking in basement/stilts shall be treated as a single indivisible Plot for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available for use and enjoyment of the Allottees of the Project according to the concerned Act, Rules, regulations and byelaws in respect thereof.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the said Plot to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, lease rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the said Plot to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. _____/- (_____ Only) as advance payment being part payment towards the Total Price of the said Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Plots prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan **Schedule C** through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '**Ansal Properties & Infrastructure Ltd.**' payable at **New Delhi/ Lucknow**.

Promoter

Allottee(s)

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

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

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the promoter as provided in Schedule C ("Payment Plan")

6. CONSTRUCTION OF THE PROJECT:

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

7. POSSESSION OF THE PLOT:

7.1. Schedule for possession of the said Plot- The Promoter agrees and understands that timely delivery of possession of the Plot to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Plot on or before **September 2024**. The ready and complete common areas with all specification, amenities and facilities shall be handed over once the project is complete with completion of all phases of project on the Said Lands, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. **In case the project is developed in phases, it will be the duty of the Promoter to maintain those common areas and facilities to the RWA once all phases are completed. The Promoter shall not charge more than the normal maintenance charges from the Allottees.**

7.2. Procedure for taking possession - The Promoter, upon obtaining the occupancy/part completion certificate from the competent authority shall offer in writing the possession of the Plot, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy/part completion certificate. Provided that, in the absence of local law, the conveyance/sub lease deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy/part completion certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the

case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy/part completion certificate of the Plot/plot, as the case may be, to the Allottee at the time of conveyance/sub lease of the same

- 7.3. **Failure of Allottee to take Possession of Plot-** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Plot to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2. such Allottee shall be liable to pay to the Promoter holding charges at the rate of Rs. 1/- per month per sq. ft. of the plot area for the period beyond Three (3) months till actual date of possession in addition to the maintenance charges as specified in para 7.2.
- 7.4. **Possession by the Allottee -** After obtaining the occupancy/part completion certificate and handing over physical possession of the Plot to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the Applicable laws. Provided that, in the absence of any Applicable law, the promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.
- 7.5. **Cancellation by Allottee—** Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter; the Promoter herein is entitled to forfeit the Booking Amount paid by the Allottee. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.
- 7.6. **Compensation –** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a **Force Majeure** event, if the promoter fails to complete or is unable to give possession of the Plot(i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest at the rate of 10 per cent per annum including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate of 9.55 per cent per annum for every month of delay, till the handing over of the possession of the Plot, which shall be paid by the promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Owner has absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project except as disclosed by the Promoter during registration of the Project under the Act;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Plot except as disclosed by the Promoter during registration of the Project under the Act;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Plot and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance/sub lease deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of Plot, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;

Promoter

Allottee(s)

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the said Plot to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority after obtaining occupancy certificate/completion certificate from the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, a non defaulting Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Plot, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank Of India + 1% unless provided otherwise under the Rules. within forty five days of receiving the termination notice:

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

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank Of India + 1% unless provided otherwise under the Rules The Promoter must not be in default to take this benefit

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE DEED OF THE SAID PLOT

The Promoter, on receipt of Total Price of the Plots per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Plot together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy/part completion certificate and the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance/sub lease deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee further agrees and undertakes to be present before the Competent Authorities for this purpose on the date(s) as may be communicated by the Promoter. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, the Registration Act, 1908 and/or other Applicable Laws, including any actions taken or deficiencies / penalties imposed by the Competent Authority.

11. MAINTENANCE OF THE SAID PLOT/ PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance for One (1) year from the date of completion certificate has been included in the Total Price of the Plot. However, if the Association of Allottees is not formed within 1 year of the completion certificate the Promoter will be entitled to collect from the Allottees amount equal to the amount of maintenance disclosed in para 1.2 + 10% in lieu of price escalation for the purpose of the maintenance for next One (1) year and so on. The Promoter will pay the balance amount available with him against the maintenance charge to Association of Allottees once it is formed.

The Allottee agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter / the Association of Allottees / the Maintenance Agency as appointed for maintenance and upkeep of the Project. Execution of the maintenance agreement and payment of maintenance deposit shall be a condition precedent for handing over possession of Plot by the Promoter and also for executing the Conveyance Deed of the Plot.

In addition to the Association/ Promoter's/ Maintenance Agency's rights of unrestricted access of all Common Areas and Facilities for providing maintenance services, the Allottee agrees to permit the Promoter or the Maintenance Agency or their authorized personnel / workers to enter into the Plot or any part thereof, after due notice and during the normal working hours, to inspect the Plot and / or to carry out any repair work relating to construction / development that may be impacting the Plot or the adjoining Plots or the Building / the Common Areas. The Allottee agrees and

Promoter

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undertakes that either itself or through the Association, it shall not carry out any unauthorized maintenance or usage of common areas.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter in the Plot is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE PLOT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas, for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

The Allottee shall use the Plot only for Commercial purposes for which it is allotted and in a manner that does not cause nuisance or annoyance to other occupants of the Building / Project. Use of the Plot shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to Plot and/or to any Plot above, below or adjacent to the Plot and/or anywhere in the Building / Project and/or which in any manner interferes with and/or obstructs the use of the Common Areas.

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans.

The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

The Allottee hereby agrees and confirms to indemnify the Promoter against any penal action and liability, damage, loss, claim, demand etc. due to misuse of the Plot for which the Allottee of the Plot shall be solely liable and responsible, without any recourse to the Promoter.

If the Allottee uses or permits use of the Plot for any purpose other than as stated herein or otherwise for any illegal or unlawful purpose, the Promoter shall be entitled to cancel this Agreement and repossess the Plot besides pursuing such other remedies as may be available to the Promoter under the Applicable Laws.

15. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

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

2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, therein or Common Areas. Further the Allottee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Plot.

3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it shall make additions or to put up additional structure(s) anywhere in the Project after the layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority/ (ies) and disclosed as per the provisions of the Applicable Law including as provided in the Act

18. MORTGAGE OR CREATION OF A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Plot/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Plot/.

The Allottee may, for the purpose of facilitating the payment of the Total Price obtain financial assistance from banks/financial institution after obtaining prior written permission from the Promoter. Any such arrangement / agreement shall be entered into by the Allottee at his sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/financial institution, the Promoter may issue the permission / NOC as may be required by the banks / financial institution subject however, that the Promoter shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Allottee may obtain from such bank/ financial institution. The Allottee shall keep the Promoter indemnified from all costs, expenses, injuries, damages etc. which the Promoter may suffer for any breach / default that may be committed by the Allottee to the third party(ies) / banks/ financial institution. In this regard, the Promoter may at the request of Allottee, enter into a tripartite agreement with the Allottee' banker / financial institution to facilitate the

Promoter

Allottee(s)

Allottee to obtain the loan from such bank / financial institution for purchase of the Said Plot. The Allottee hereby agrees that the Promoter shall be entitled to cancel this Allotment Letter at the request of the Allottee's banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Allottee.

The Allottee may obtain finance from any financial institution / bank or any other source as stated above, but the Allottee obligation to purchase the Plot and pay the amounts payable pursuant to this Allotment Letter is not to be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound under this Agreement whether or not the Allottee has been able to obtain financing for the purchase of the Plot.

19. APPARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance Act, 2010. The promoter showing compliance of various laws/ regulations as applicable in Uttar Pradesh

20. INDEMNITY

The Allottee undertakes to indemnify and keep the Promoter, and their officers / employees jointly and severally fully indemnified and hold harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs ("**Claims**") faced, suffered, inflicted or incurred by the Promoter, other occupants as consequence of breach of any of the representations, warranties covenants or provisions as mentioned herein. It is agreed that the Allottee shall be responsible for the failure to comply with the obligations herein or for the occurrence of any hazard within the Plot due to the Allottee's wilful misconduct and / or negligence. In such an event, the Allottee shall keep and hold the Promoter fully indemnified for the quantum of loss, penalty caused or borne by the Promoter, claims or demands raised on the Promoter due to such willful misconduct and / or negligence on the part of the Allottee.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith forming part of the booking amount shall be forfeited by the Promoter.

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE SUBSEQUENT/ ALLOTTEES:

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan Annexure F including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in Project, the same shall be the proportion which the area of the Plot bears to the total area of the entire Plot in the Project.

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Lucknow after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement. Hence this Agreement shall be deemed to have been executed at Lucknow.

30. NOTICES:

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

Allottee : Ms./Mrs./ Mr.

Ms./Mrs./ Mr.

Add:

Promoter: Ansal Properties & Infrastructure Ltd

Add: 115, Ansal Bhawan, Kasturba Gandhi Marg, New Delhi.

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

31. JOINT ALLOTTEES:

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

32. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Plot, prior to the execution and registration of this Agreement for Sale for such Plot, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.

33. GOVERNING LAW:

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

34. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.



HI-TECH TOWNSHIP, LUCKNOW



Building lifestyles since 1967

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 PROMOTER

1. Witness No. 1

Name

Address

.....

(PROMOTER)

2. Witness No. 2

Name

Address

.....

Allottee (S)

Promoter

Allottee(s)

ENDORSEMENT

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

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

TRANSFEROR (S)

TRANSFeree (S)

The above transfer is hereby confirmed.

For ANSAL PROPERTIES & INFRASTRUCTURE LTD.

(AUTHORISED SIGNATORY)



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