

PROFORMA OF AGREEMENT TO BE EXECUTED ON A STAMP OF RS-100/-

THIS AGREEMENT IS EXECUTED AT LUCKNOW ON THIS DATE.....

BETWEEN

AAROHAN INFRADEVELOPERS PVT LTD. Having its registered Office at Shop No. 1-2 U.G.F, Pal Plaza, Arya Nagar, Aishbagh Road, Lucknow through its authorize signatory /ies. (Hereinafter referred to as developer / Builder/ Owner / Seller which expression shall, unless repugnant to the context hereof mean and include its successor and assigns) OF THE FIRST PART.

AND

Mr....., S/o, R/o
(Herein after referred to as the BUYER/s which expression shall, unless repugnant to the context hereof mean and include his/her/their heirs Executors, Administrators, Legal Representatives & permitted Assigns) OF THE SECOND PART/S.

AND WHEREAS, Commercial Builders Pvt.Ltd. is the absolute owner of the land Total measuring: 4143.52 Sq.Mtr bearing Municipal NO: 122/4, situated at IVES COURT (HASHMAN HOUSE), 2-Forsyth Road, TRILOK NATH RAOD, Lucknow.

AND WHEREAS, Aarohan Infra Developers Pvt. Ltd. , {Builder & Developer /Seller} through its Director (s) have entered into a registered Builder Agreement Dated: 8-12-2015, registered at book no. 1. Jild/khand: 17590, Pages: 83 to 176 as document Si No. 18865, with Commercial Builders Pvt Ltd through its Director Mr. Rishi Gupta S/o Late Rakesh Gupta to develop a Multistoried Residential Apartment(s) Under Group Scheme consisting of 02 Blocks A and B (B+G+6) in the name and style CRYSTSL FLORA APARTMENT built at land total measuring: 4143.52 Sq.Mtr bearing municipal No: 122/4, IVES COURT (HASHMAN HOUSE) 2- Forsyth Road, TRILOK NATH RAOD, Lucknow.

AND WHEREAS, as per registered Builder Agreement Dated: 08-12-2015 / Approved sanctioned plan of L.D.A dated: 31-07-2015 vide permit No: 38608, the Total Ground Coverage area out off the total land measuring:

For Aarohan Infra developers Pvt. Ltd.
Mohd. Anis
Amir Kumar Aggarwal
Director

4143.52 Sq.Mtr is 816.84 Sq.mt and rest of the land has been left for the provisions of road binding, setback, greenery and water Harvesting. It is specially mentioned in the agreement that no construction shall be made on the left over Land.

And WHEREAS, Commercial Builders Pvt Ltd., in association / assistance with M/s Aarohan Infra Developers Pvt Ltd., { Builder & Developer / Seller} got approved the layout plan from LDA for the residential apartments to be constructed under Group Housing Scheme Of LDA on the land total measuring: 4143.52 Sq.Mtr bearing Municipal No: 122/4, situated at IVES COURT (HASHMAN HOUSE), 2-Forsyth Road, TRILOK NATH RAOD, Lucknow strategically located Opp- Daya Nidan Park, Lucknow, Vide permit No. 38608 dated: 31-7-2015 under certain routine terms and conditions of LDA. The project has total 2 blocks Viz:A and B (B+G+6) having 52 Flats in total.

And WHEREAS, as per registered Builder Agreement Dated: 8-12-2015 and supplementary Agreement dated: 16-02-2017 which are binding on the Commercial Builders Pvt Ltd and Aarohan Infra Developers Pvt.Ltd, they can book , allot and sell the saleable flat(s)/ unit (s) falling in their respective shares in the said project to the prospective purchaser(s) of their choice.

AND WHEREAS, the Allotee (s) after fully satisfying himself / themselves with the rights and title of the Builder/ Owner has / have applied for allotment / purchase of a residential unit/ flat in the project of Aarohan Infra Developers known as CRYSTAL FLORA APARTMENT, on the terms and conditions mentioned in the preceding paragraphs stated below and onward.

AND WHEREAS, the seller / Owner / Developer wanted to sell the unit (s) / Flat (s) / Unit No. (....-BHK) ,.....floor., CRYSTAL FLORA APARTMENT, measuring:0 Sq.Ft. built at land bearing Municipal No: 122/4, situated at IVES COURT (HASHMAN HOUSE), 2-Forsyth Road, TRILOK NATH RAOD, Lucknow , for a consideration amount of Rs. (Rupees :.....only..), in reference to provisional allotment letter issued on Dated:

For Aarohan Infra Developers Pvt. Ltd.
Mahesh Agarwal
Amish Kumar Agarwal
Director

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) That the seller / owner / developer hereby agrees to sell the unit / Flat at basic sale price mentioned against it and upon the terms and conditions set out hereunder as mutually agreed by and between the parties here to :

Unit (s)/ Flat (s) Unit no. (....-BHK) ,.....floor , CRYSTAL FLORA APARTMENT, measuring:0 Sq.Ft. built at property bearing municipal No: 122/4, IVES COURT (HASHMAN HOUSE), 2-Forsyth Road, TRILOK NATH RAOD, Lucknow, For a consideration amount of Rupees:..... (Rupees:.....only.)out of which an advance of Rs./- has been paid vide cheque no. (.....)

- 2 (a) That the rate / sale consideration mentioned in cause -1 above is Exclusive of the cost of Electricity Connection charges , Which shall be charged extra as per requirement of the Allottee / Buyer.

b. (i) That fire safety measures are to be provided as per the existing Fire safety Code/ Regulations.

ii) That there is mandatory provision of allotment of at least one car park bay along with one unit/ flat in the proposed Group Housing Complex in the manner as agreed.

iii) That Allottee(s) shall pay maintenance security to the developer / society.

3. THAT the Allottee(S) shall not have any right, title or interest in the common area, it shall be for the common use of all the allottee(s).
4. Any increase/decrease or any fresh levy imposed by government / semi government body hereafter shall be to the born by the allottee(s) on pro-rata basis, who shall pay the same to the Builder / Owner / Seller on demand. Provision to this effect shall be incorporated in the sale/ conveyance deed to be executed by the Builder / Owner / Seller in favour of the Allottee(s), which shall be binding upon the Allottee(S).
5. The timely payment of installment / dues is essence of the contract.

For Aarohan Infra Developers Pvt. Ltd.

Mohd Anshad
Amit Kumar Agarwal
Director

6. THAT it shall be incumbent on the allottee(s) to comply with the terms of payment and other terms and conditions of sale. Failing which the entire amount of money / sale consideration deposited by him/her/ them shall be liable to forfeiture and the agreement of sale shall stand cancelled.
7. That all payments in terms of this Agreement Shall be made in favour of Aarohan Infra Developers Pvt Ltd. Or Commercial Builders Pvt. Ltd (As the case may be) through Cheque and Draft only.
8. That the Allottee(S) shall not be entitled to get the name(s) of his nominee(s) substituted in his /her/ their place without the written consent the seller/ Owner/Developer on payment of administrative charges.
9. That the Allottee(s) has entered into this Agreement with full knowledge which is subject to all the law , notifications and rules applicable.
10. That the Allottee(s) has fully satisfied himself/herself/ about the interest and the title of the seller/ owner developer in the said land on which the apartment under the Group Housing Scheme is under construction and has understood all limitations and obligations in respect thereof and no more investigation is required by the Allottee(s) in this respect.
11. That the Allottee(s) accepted the plans, designs, specification shown to him/ her/ them, which are tentative and are kept at the seller/ owner/ developer sight office and unconditionally agrees that seller/ owner/ developer may affect such variation, additions, alterations, deletions, and modifications therein as it may, in its sole discretion deemed appropriate and fit or as may be done by the competent authority and the allottee(s) hereby gives his unconditional consent to such variation, additions. Alterations, deletions, and modifications. The Allottee(s) has also accepted the specification and information as to the material to be used and features in the construction of apartment.
12. THAT the Builder/ Seller/ Owner/developer shall under normal conditions, complete the construction of **Crystal Flora Apartment** as per the said sanctioned plan and specification seen and accepted by the Allottee(s).

For Aarohan Infra Developers Pvt. Ltd.
Amid Kumar Agarwal
Amid Kumar Agarwal
Director

13. The Allottee(s) recognizes that the cost of Built up Unit is based on the cost of construction rate 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 Built up unit may experience some escalation and may thus vary.
14. That the Builder/ Seller/ Owner/developer shall endeavor to offer possession of Unit/ Flat to the Allottee(s) within 24 months from date of signing this agreement **OR** after the completion of the said project in terms of the Builder Agreement.(As the case may be)
15. 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 or any other reason beyond the control of the seller/owner/developer, then in any of the aforesaid event, the seller/ owner/developer shall be entitled to a reasonable corresponding extension of the time of the delivery of the said premises. The seller/owner/developer as a result of such a contingency arising, reverses the right to alter or vary the terms and condition of allotment. So warrant, the seller /owner /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.
16. That in consequence of the seller / owner/ developer abandoning the scheme, the Seller / owner/ developer liability shall be limited to the refund of the amount paid by the Allottee(s) without any interest. No compensation whatsoever shall be payable.
17. THAT the Allottee(s) shall pay the price of the premises / unit on the basis of the super area and proportionate common areas as determined by the seller/ owner/developer.
18. That the Allottee(s) agrees and undertakes that he/she/they shall after taking possession of the said premises or at time before or thereafter, have

no right to object to the seller/owner/developer constructing or continuing with the construction of the building(s) adjoining, put up additional floors to the building or otherwise in the site earmarked for group /individual Housing in the said Apartment.

19. THAT the Allottee(s) shall from the date of possession maintain the said premises at his own cost in a good tentable and in a good condition and shall not do or suffer to be done anything in or to be the said building(s) or the said premises ,or the staircases , lifts, and lift lobies, shafts, stilts, 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(s) change alter or make alteration in or to the said premises or the building(s) or any part thereof. The Allottee(s) shall be exclusive responsible for any loss or damages arising out of breach of any these conditions.
20. THAT the Allottee(S) is / are under the obligation to pay the house tax and other such taxes which will be levied on her / him / them by the local Authority/ Body under the prevailing law and rules of the land.
21. THAT the Allottee(s) shall get her / his / their complete address registered with the seller/ owner/developer at the time of booking and it shall be his/her/their sole responsibility to inform the seller/owner/developer by registered letter about all subsequent changes, if any, in his /her/their address(es) , failing which all demand notice ,letter posted and correspondences made at the last recorded address available with the seller/owner/developer. Any change in the addresses shall be supported with relevant documentary evidence.
22. That in case of the death of the Allottee(s), the allotted property will be transferred to the legal heir of the Allottee (s) on submission of the required documents.
23. That the Allottee(S) shall not put up any name or sign board, neon sign, publicity or advertising material, hanging of clothes etc. on the external façade of the Building on anywhere on the exterior of the building or common areas and shall not change the color scheme of the outer walls or

For Aarohan Infra Developers Pvt. Ltd.
Mohit Shree
Amit Kumar Agarwal
Director

painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation, architectural features and design.

24. 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 purposed building(s) shall continue to vest in the seller/ owner/ developer till such time as the same or a part thereof is allotted, sold or otherwise transferred to any particular Allottee(s) or to any Association.
25. THAT THIS IS CLEALY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the seller/ owner/ 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 purchaser of such terraces shall be entitled to make use of the same for such purposes , as may be permitted by the seller / owner/ developer.
- 26 That the Seller/ owner/ developer 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 seller/ owner/ developer for maintenance, upkeep, repairs security , etc. of the building(S) including the landscaping and common area. The Allottee(S) unconditionally agrees and consents to the said Agreement and he / She/ they Shall pay interest free security deposit and maintenance charges as determined by the seller/ owner/ developer or its appointed maintenance agency from time to time depending upon the maintenance cost. The Allottee(s) further unconditionally agrees that in the event of non payment of any of the charges within the specified time , shall also disentitle the Allottee(s) to the enjoyment of common service including lifts, electricity, water etc. and the maintenance agency shall be free to discontinue/ disconnect the said services. The Allottee(S) also undertakes and agrees to execute a separate agreement with the maintenance agency, the format of which has been seen and approved by the Allottee(S).

For Aarohan Infradevelopers Pvt. Ltd.

Mahesh Kumar
Amir Kumar Agarwal
Director

27. That the said premises hereby allotted from part of group Housing Apartment it is in the interest of all the apartment Allottee(s) / Occupiers that safeguards be provided to prevent entry of unauthorized person(s) into the said apartment. For this the maintenance agency shall be free to restrict the entry of anyone into the whom it considers undesirable at the outer gate itself unless the Allottee(s) himself give 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. The Security costs will be part of the maintenance Charges.
28. That the Allottee(S) shall pay, as kind when demanded by the seller / owner/ developer , the stamp duty , registration charges and other incidental and legal expenses for execution and registration of sale deed in his / her/ their 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(s) respect of the said premises .the sale deed shall be executed and got registered in favour of the Allottee(s) within the reasonable time after the final construction at the site and on receipt of all dues.
29. That unless a conveyance deed is executed and registered, the seller/ owner/ developer shall be the owner of the land and also the construction thereon and the Agreement shall not give to the Allottee(s) any right or interest.
30. The Allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the apartments, storage spaces, car parking spaces, other common areas, facilities and amenities.
31. That the Apartment Allottee(s), 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 to the immovable property in India. A declaration to that affect will have to be furnished by him.

For Aarohan Infradevelopers Pvt. Ltd.
M. K. Sharma

Amit Kumar Agarwal
Director

That the Allottee(S) shall abide by all laws, Rules and Regulations of the central Government/State Government / Lucknow Development Authority /Nagar Nigam Lucknow/ Local Bodies and shall exclusive be responsible / liable for all defaults, violation or breach of any of the conditions, levies or Rules and regulations as may be applicable.

33. That as already stated , all cost of stamp duty, registration fee and all other miscellaneous / incidental expenses for registration of the sale deed shall borne exclusively by the Allottee(S).
34. That it is agreed that courts at Lucknow alone shall have jurisdiction for adjudication of all matters arising out or in connection with this AGREEMENT.
35. Payment made through Cheque, are subject to realization only.

Schedule of Property

Unit No..... (....-BHK),floor,-Block, Crystal View Apartment, measuring :Sq.Ft built on Land Municipal NO: 122/4, situated at IVES COURT (HASHMAN HOUSE), 2-Forsyth Road, TRILOK NATH RAOD, Lucknow.

Boundaries

East	:	West	:
North	:	South	:

In WITNESS of the above , the parties hereto have set their hands to this Agreement on The day , month and year first above written in the presence of witness

WITNESS:

**For: AAROHAN INFRADEVELOPERS PVT LTD.
(Seller/ Builder/ Developer/ Owner)**

1.

2.

For Aarohan Infra Developers Pvt. Ltd.

Mohit Kumar
Amir Kumar Agarwal
Director

Purchaser/ Allottee(s)