

Ref. No. ....  
Dated: ....  
To .....

**Sub.: Allotment of a Residential Plot in "Alaknanda Enclave" ....."Situated At -----, Lucknow.**

Dear Sir/Madam, - - -

Please refer to your application dated ..... for allotment of a residential Plot in the Project namely "**Alaknanda Enclave** ....."(herein "**Project**") situated at Gram Ratauli Bijnore Road, Lucknow.

We are now pleased to allot you a residential Plot, as per the details mentioned below, in the Project (herein "Plot") on the terms and conditions for allotment as contained herein vide Allotment No.....

This allotment is subject to the terms and conditions of the Agreement detailed below and shall prevail over all other terms and conditions given in our brochures, advertisements, price lists and any other sale document. You are requested to quote the Allotment No.....as aforesaid in all future communications with us.

#### **PLOT DETAILS**

Plot no. ..... Sector ..... Area ..... sq. yds. ( ..... ) sq. mts. ....

**Basic Price** Rs. .....

**Additional Charges:**

**1.** Rs. .....

**2.** Rs. .....

**3.** Rs. .....

**Total Cost** Rs. .....

**(Rupees** ..... )

#### **PAYMENT PLANS**

##### **A - TIME LINKED PAYMENT PLAN**

AT THE TIME OF BOOKING	10% OF TOTAL COST	.....
Within 2 months	10% OF TOTAL COST	.....
Within 4 months	10% OF TOTAL COST	.....
Within 6 months	10% OF TOTAL COST	.....
Within 8 months	10% OF TOTAL COST	.....
Within 10 months	10% OF TOTAL COST	.....
Within 12 months	10% OF TOTAL COST	.....
Within 14 months	10% OF TOTAL COST	.....

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Within 16 months	10% OF TOTAL COST	_____
ON OFFER OF POSSESSION	10% OF TOTAL COST	_____

**B - DEVELOPMENT LINKED PAYMENT PLAN \*\***

AT THE TIME OF BOOKING	10% OF TOTAL COST	_____
WITHIN 60 DAYS OF BOOKING	10% OF TOTAL COST	_____
WITHIN 120 DAYS OF BOOKING	15% OF TOTAL COST	_____
ON LAYING OF SEWER LINE	20% OF TOTAL COST	_____
ON LAYING OF WATER LINE	20% OF TOTAL COST	_____
ON LAYING OF ROAD	20% OF TOTAL COST	_____
ON OFFER OF POSSESSION	5% OF TOTAL COST	_____

\*\* The sequence of development work as mentioned in the payment plan is not fixed. Any of these works can be done first without following the above sequence, as and when any above mentioned development work is done; payment for that schedule shall be demanded.

**C - DOWN PAYMENT PLAN (Discount @ 20% on Total Cost)**

AT THE TIME OF BOOKING	10% OF TOTAL COST	_____
WITHIN 45 DAYS OF BOOKING	80% OF TOTAL COST	_____
ON OFFER OF POSSESSION/REGISTRY	10% OF TOTAL COST	_____

\*Allotment Certificate & Agreement is subject to realization of cheque / draft of booking amount

\*Payment beyond 15 days grace period, will attract an interest @24% p.a.

\* Registry Cost will be borne by the Allottee.

**Details of Other/Extra Charges:**

(a) Tentative Interest Free Maintenance Security Rs..... S.T.....  
(IFMS) @ ..... /- Sq.mtr. on basic land area

(b) Indicative Monthly Recurring Maintenance Charges (MRMC) @ Rs..... S.T.....

Per month. One year charges to be paid in advance and balance payable through 24 advance post dated cheques at the time of registration.

(c) Water, Sewer connection charges Rs..... S.T.....

(d) External electrification charges @..... Sqmtr. Rs..... S.T.....

on Basic Land Area

(e) Malba charges Rs..... S.T.....

(1) Cost of laying of Electricity Cable Rs..... S.T.....

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(g) Water Consumption Charges for construction Rs.....	S.T.....
(h).....Rs.....	S.T.....
(i).....Rs.....	S.T.....
(j)Administrative Charges Rs.....	S.T.....

1. Other/Extra Charges, which are over and above the Basic Price as mentioned in various clauses of this Allotment Certificate & Agreement, shall become payable within 30 days from the date of the Final Demand Notice

(herein "FDN")/Offer of Possession by the Company.

2. The possession of the Plot will be given after execution and registration of the Lease/Sale/Conveyance Deed in favour of the Allottee/s, subject to receipt of all payment(s)/charges(s) & completion of all requisite formalities:

**Allotment Confirmed**

**Manager Accounts**

**Chairman / Managing Director/Director**

**Allottee/s Signatures**

**ALAKNANDA ENCLAVE**  
**ALAKNANDA SUNSHINE INFRA DEVELOPERS LLP**  
**TERMS & CONDITIONS**

THIS ALLOTMENT CERTIFICATE & AGREEMENT is executed at Lucknow on this .....day of.....

BETWEEN

**ALAKNANDA ENCLAVE a project of ALAKNANDA SUNSHINE INFRA DEVELOPERS LLP**, a LLP incorporated under the Companies Act, 1956, having its Registered office -----, Lucknow 226010 hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns, of the **One Part**.

AND

(i) Shri/Smt .....Son/Daughter/Wife of Shri.....,

Resident of.....,

(ii)\*Shri/Smt.....Son/Daughter/Wife of Shri.....

Resident of.....and

Shri/Smt.....Son/Daughter/Wife of Shri.....,

Resident of.....,

(Hereinafter singly/jointly, as the case may be, referred to as the "**Allottee/s**"), which expression, unless repugnant to the context or meaning thereof, shall mean and include his/her/their respective legal heirs, legal representatives, administrators, executors, and assigns of the **Other Part**.

(\* to be filled up in case of Joint Allottee/s)

OR

M/s..... a partnership firm, duly constituted under the Indian

Partnership Act, 1932, having its office at .....acting through its partner's viz.:

(i) Shri/Smt.....Son/Daughter/Wife of Shri.....,

Resident of.....,

(ii)\*Shri/Smt.....Son/Daughter/Wife of Shri .....

Resident of.....and  
Shri/Smt.....Son/Daughter/Wife of Shri.....,

Resident of.....,

(hereinafter referred to as the "**Allottee/s**"), which expression, unless repugnant to the context or meaning thereof, shall mean and include its present partners or the partner (s), who may be admitted subsequently, and their respective legal heirs, legal representatives, administrators, executors and assigns of the Other Part

OR

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M/s..... a Company incorporated under the Companies Act, 1956, having its Registered Office at.....acting through its authorized signatory Shri/Smt. .....duly authorized vide Board Resolution dated..... (hereinafter referred to as the "**Allottee/s**"), which expression, unless repugnant to the context or meaning thereof, shall mean and include it's successors in-interest and assigns, of the Other Part. ("**Company**" and "**Allottee/s**" are individually referred to "Party" and jointly referred as "**Parties**")

**Allottee/s Signature**

**WHEREAS**

1. The recitals, annexure/s and schedules to this agreement shall form an integral part of this Agreement.
2. In this Agreement, unless the context otherwise requires:
  - a. Headings are for convenience only and shall not effect interpretation;
  - b. Words denoting the singular number shall include the plural and vice versa;
  - c. Words denoting any gender shall include all genders;
  - d. Words denoting persons shall include bodies of persons and corporations and vice versa;
  - e. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have, corresponding meanings;
  - f. References to any Party shall include the party's successors and permitted assigns;
  - g. References to any document shall be deemed to include references to it and to its appendices, annexure, exhibits, recitals, schedules and tables as varied from time to time;
  - h. Documents executed pursuant to this Agreement —form part of this Agreement;
  - i. Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form;
  - j. Reference to this Agreement to "Recitals" and "Clauses" are to the recitals and clauses of this Agreement;
  - k. If there is any conflict in interpreting two or more clauses of this Agreement, same shall be interpreted harmoniously.

**A.** The Company is developing a residential township, namely "Alaknanda Enclave"....."located....., Lucknow (hereinafter defined as "Project"). The Project is being developed by the Company in terms of the sanctions granted by Lucknow Industrial Development Authority (LIDA) in the name of the Company and/or its subsidiaries/associates companies in respect of

**Allottee/s Signatures**

several parcels of land. By an inter-se arrangement entered between the Company and its subsidiaries/associates companies, the Company is vested with absolute rights and interest in the development of the Project.

**B.** The Allottee acknowledges that the layout plan of the Project have been approved by the competent authorities.

**C.** The Allottee/s acknowledges that the Company has provided all the information, documents and clarifications as required by the Allottee/s and the Allottee/s is/are fully satisfied in all respects with regard to the rights, title and interest of the Company in the land on which the Project is being developed, and have understood all limitations and obligations of the Company in relation thereto. The Allottee/s has relied on his/her/their own judgment and investigation in deciding to apply for allotment of the Plot and has not relied idiom and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company. No oral or written representations or statements shall be considered to be a part of this Agreement and this Agreement is self contained and complete in itself in all respects.

**D.** The Allottee/s has confirmed to the Company that he/she/they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project in general and in particular to the Plot and has clearly understood his/her/their rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement. The Allottee/s has relied solely on his/her/their own judgment and investigation, while deciding to execute this Agreement.

**E.** The Company, relying on the confirmations, representations and assurances of the Allottee/s to faithfully abide by all the terms and conditions and stipulations contained in this Agreement, has accepted, in good faith, its application to allot Plot in the Project on the terms and conditions appearing hereinafter.

**F.** The Allottee/s understands and agrees that only after execution of this Allotment Certificate & Agreement by him/her/them the allotment shall become final and binding upon the Company. If however, Allottee/s fails to execute and return one copy of this Allotment Certificate & Agreement within thirty (30) days from the date of its dispatch by the Company then the allotment shall be treated as cancelled at the sole discretion of the Company and the Earnest Money ( defined hereinafter) paid by Allottee/s shall stand forfeited. Further the allotment shall be automatically cancelled, if the booking amount cheque is not realized after its presentation with Bank.

**NOW, THEREFORE, THIS AGREEMENT IS WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

**A. DEFINITIONS**

"Basic Infrastructure Work" mean the

- (i) Internal roads connecting the Plot (defined below) to the common road.)
- (ii) Sewer line outside the plot
- (iii) Water supply line outside the plot.
- (iv) Provision of the Electricity line up to the periphery of the plot.
- (v) Storm water drains outside the plot.
- (vi) Parks

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**"Common Areas"** includes the internal roads including street lighting, utility corridor, landscaping, greenery and green spaces to be provided by Company in the Project (defined herein below) as per the applicable byelaws including the common facility(s) (area).

**"Common Facilities"** include the main gate, street lighting, security system, sewer system, water supply system, drainage system and any other system for common usage of all Allottee/s of the Complex.

**"Earnest Money"** means an amount equivalent to 10% of the Basic Price of the Plot.

**"Holding Charges"** means the administrative expenses/costs incurred by the Company to hold the Plot, if the Allottee/s fails to take actual & physical possession of the Plot after expiry of 30 days from the date of offer of possession.

**"Person"** means any individual, Company, corporation, partnership, government or governmental authority or agency or any other legal entity.

**"Malba Charges"** means the charges to be incurred by the Company for removing the debris and other • construction material (malba) that may be dumped by the Allottee/s within the project/or adjoining Plot while carrying out any construction thereon.

**"Project"** means the land admeasuring 26. acres approximately situated at Gram Ratauli, Bijnore Road, Lucknow, owned by the Company, its associates & subsidiaries Companies permitted to develop a Plotted residential project approved by Lucknow Industrial Development Authority (LIDA)

**"Preferential Location"** means Unit facing or abutting green areas/wide road/club/swimming pool and any other location as may be specified/designated as Preferential Location by the Company

## **B. PAYMENTS**

1. (a) Timely payments as indicated in the Payment Plan is the essence of the allotment. If any installment / payment as per the schedules is not paid when it becomes due, the Company will charge interest @ 18% p.a. on the delayed payment for the period of delay. However, if the same remains in arrear for more than three consecutive months, the allotment will automatically stand cancelled without any prior intimation to the allottee/s and the allottee/s shall have no lien on the Plot, In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest/compensation.

However, without prejudice to Company's rights as, aforesaid, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in the payment exceeding three months by charging penal interest on the delayed payments along with restoration charges as per the Company policy and restore the allotment if the Plot cancelled is still available with the Company or the Company at the option of Allottee may allot similar plot, subject to availability in lieu thereof.

(b) In default case, if part payment is received from Allottee/s, such payment will be first adjusted against the interest on delayed payments till date and then against the earliest payment due. If, after such adjustment there still remain some defaults of more than 3 months; it will be a fit case for cancellation of allotment.

c) The refund, after deduction of Earnest Money and adjustments of interest On delayed payments, if any, shall be made out of the sale proceeds from the re-allotment of the Plot If, for any reason, the re-allotment or the sums to be received out of the allotment delayed, the refund will be accordingly delayed without any claim towards interest for such delay by the Allottee/s.,

d) The payment will be considered received when it actually gets credited to the Bank Account of the Company. Further, the Company shall not be liable to inform the Allottee/s in case of dishonour of his/her cheque The Allottee/s shall be responsible for the default caused due to dishonour of cheque

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2. (a) For 'Plots at Preferential Location, Preferential Location Charges (herein "PLC"), as applicable, shall also be payable by the Allottee/s.'

(b) If due to any change in the lay-out plan, the Plot ceases to be in a Preferential Location, the Company shall be Pliable to refund only the amount of PLC paid by the-- Allottee without any interest, damages and/or compensation and such refund may be adjusted in the last instalments stipulated herein in the '-Payment plan If due to any change in the layout plan, the Plot becomes located at Preferential Location, then the Allottee/s shall be liable and agrees to pay to the Company the PLC as applicable.

3. In case allottee, at any time, requests for cancellation of the allotment of Plot; the Company shall have the right at its sole discretion to accept/reject such request for cancellation. It is further understood & agreed hereto that any such cancellation shall be subject to forfeiture of the Earnest Money and the balance, if any, be' refunded without any interest, claims etc after adjustments of interest accrued on delayed payments (if any) provided that the basic price of Plot (as applicable then), upon its re-allotment" to any person (s), is received. If, for any reason, the re-allotment or the sums to be received out .of such re-allotment is delayed, the refund will accordingly be delayed without any claim towards interest for such delay by the Allottee/s.

4. 'In-case the Allottee/s wants to avail of a loan facility from his/her/their employer or financing bodies to facilitate the purchase of the Plot, the Company shall facilitate the process subject to the following:

a) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee/s only including repayment of loan and interest thereon.

b) The responsibility of getting the loan sanctioned and disbursed as per the Company payment schedule will rest exclusively on the Allottee/s In the event of the loan not being sanctioned or the disburserment getting delayed, due to any, reason whatsoever including procedural delays, the payment to the Company as per, schedule, shall be ensured by the Allottee/s, failing which, the Allottee/s shall be governed by time provisions contained in Clause 1 as above.

c) In case of default in repayment of dues of the financial institution/agency by Allottee/s the Company on receipt of intimation to the effect by the financing agency and without any reference to the Allottee shall proceed to cancel the allotment of the Plot and repay the amount received till that date after deduction of Earnest .Money and interest on delayed payments directly to financing/institution agency. Upon such cancellation, the Allottee/s shall not be left with any right, interest, and lien on the Plot. The refund to the employer/ financing institution/agency and the Allottee/s (after deductions/adjustments amounts aforesaid) shall be governed by the provisions provided in Clause 1 above.

(d) The Company shall issue NOC to mortgage in favour of employer/financial institutions/agency based on the Allotted/s request subject to up-to-date payments of all dues.

## **C. COMPLETION OF DEVELOPMENT WORKS IN THE PROJECT**

1. That completion of the Basic Infrastructure Work of the Plot shall be subject to (\*force majeure) and subject to timely receipt of the entire cost & other payments as per the terms of allotment. However, if the Allottee/s opts to pay in advance of schedule, a suitable. Discount may be allowed but the completion schedule shall remain unaffected.

2. In case a particular Plot is omitted due to change in the plan or the Company is unable to hand over the same to the allottee/s for any reason beyond its control, the Company shall offer alternate Plot approximately of the same type/specification and in the event of non-acceptability by the allottee/s or non-availability of alternate Plot, the Company shall refund only the actual amount received from the allottee/s till then. (Subject to the deduction of all the dues/charges of the Company) and shall not be liable to pay any damages/compensation : interest to the allottee/s,

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whatsoever. The allottee/s irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the alternate Plot.

3. In case any preferentially located Plot ceases to be so located, the Company shall be liable to refund extra charges paid by allottee/s for such preferential location without any damages or compensation. In case the Plot becomes preferentially located, subsequently to its allotment the Allottee/s shall be liable to pay the preferential location charges, as applicable.

4. The area of the Plot is tentative and subject to change due to revision of the layout plan or architectural reason which may result in change (decrease/increase) in the area of the Plot, change in dimension, size, location number, boundaries etc. Any change in size, location, number; boundaries etc shall be confirmed by the Company prior to issuance of final demand notice/offer of possession.

In case of variation in actual area vis-à-vis booked area, the Company will ensure necessary adjustments in the basic price, pro rata. If the final area of the Plot varies up to 10% then the Allottee shall be liable to pay differences in price/entitled for refund at the rate prevailing at the time of allotment of Plot, and in case final area varies beyond 10% then the current rate shall be applicable. On reduction in the area of the Plot as aforesaid excess amount received shall be refundable without interest and without any rebates. . No cost adjustment shall be made on change in dimension of the plot i.e. length and width without any change in its area.

The Allottee(s), in case area varies beyond 10%, agrees to deliver to the Company written consent or objections to the variation within thirty (30) days from the date of intimation by the Company. In case the Allottee(s) does not send his/her/their written consent, the Allottee(s) shall be deemed to have given unconditional consent to all

such alterations/modifications and for payments, if any, to be paid in consequence thereof. If the Allottee(s) objects in writing indicating his/her/their non-consent/objections to such variation then in such case alone the Company may at its sole discretion decide to cancel the Allotment without further notice and refund the entire money received from the Allottee(s) without interest. Upon the decision of the Company to cancel the Plot, the Company shall be discharged from all its obligations and liabilities under the Allotment Certificate. & Agreement' and the Allottee(s) shall have no right, interest or claim of any nature whatsoever on the Plot. The terms of refund as mentioned in Clause B (3) under headings "Payments" will apply except forfeiture of Earnest Money.

5. The Project is underdevelopment and as such the Company shall be entitled to make any variations, alteration amendments or deletions in the facilities, open spaces, recreation areas or any other areas and /or relocate/realign service and utility connections and lines, as the Company may deem fit in its sole discretion in the overall interest and benefit of the Project or if the same is required by the concerned authority

6. (a) The Allottee shall carry out the construction on the Plot in accordance with the plans and specification approved by the appropriate authority. The Allottee/s shall comply with all laws, rules, regulations and building byelaws applicable to the construction on the Plot and comply with the time frame, if any, stipulate by the concerned authorities for completing the construction /development thereon. The Allottee shall apply and obtain the approvals at its own cost and expenses

The Allottee/s shall be responsible and liable for all consequences, claims, penalty, actions etc. arising out of any breach or non-compliance of applicable laws and rules with regard to construction on Plot and shall keep the company harmless and indemnified from the consequences of non-compliance.

(b) The Allottee shall carry out construction on the Plot subject to:

(i) he/she/it shall not cause nuisance or annoyance to the other occupants in the adjoining areas and/or

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- (ii) . He/she/it shall not raise any construction & structure including but not limited to laying of foundation boundary wall, fencing etc outside the dimension of the Plot.
- (iii) he/she/it shall not obstructor block the Common Areas of the Project.
- (iv) he/she/it shall not stock construction material on the road or areas adjoining the Plot.
- (v) he/she/it shall not keep the foundation, tunnels or other pits in the Plot open or exposed to whether causing any injury to-contiguous or adjacent areas/buildings;
- (vi) he/she/it shall not dig any pits near the foundation of any buildings(s) thereby causing any injury or damage to existing buildings and/or
- (vii) he/she/it shall not dump the construction material/debris in the common areas of the Project.

In case of non compliance of the aforesaid stipulations by the Allottee/s, he/she /it shall be liable to rectify the same' to the satisfaction of the Company, failing which the Company may recover the expenditure incurred in such rectification from the Allottee/s. The Allottee/s shall also be liable for all consequences claims, penalty, actions etc. arising there from and keep the Company harmless and indemnified in this regard.

7. The Allottee/s agrees to carry out and complete civil works, internal development, boundary walls etc. of the Plot at its own cost and expenses. The cost of the External Electrification of the Project, which includes proportionate cost of the Sub-Station, cost of the Transformer, main electrical panel cost of cables up the distribution box will be paid extra by the Allottee/s, if demanded by the Company. .

8. The Allottee/s or any person claiming through them shall not be entitled to subdivide the Plot or amalgamate the same with any other adjoining plot. In case of joint Allottee (s), each Allottee's share in the Plot shall always remain undivided, unidentified and impartible. . .

9. The Allottee/s understands and agrees that subject to the terms and conditions of the Allotment Certificate and Agreement, in case of any delay (except for Force Majeure clause J and conditions as mentioned above), the company in offering possession of the Said Plot, the Company shall pay compensation @ Rs.200 (Rupees Two Hundred) per sq. mt. of the plot area of the Said Plot only to the first named Allottee and not to anyone else till the date of FDN provided the Allottee(s) is not in default/breach of the terms and conditions set out in the Allotment Certificate and Agreement. The Allottee(s) agrees and confirm that the compensation herein is mutually negotiated and is adjust and equitable estimate of the damages which the Allottee.(s) may suffer and the Allottee(s) agrees that it shall have no other right, claim whatsoever. The adjustment of such compensation shall be done only at the time of execution of sale deed of the said plot, to the Allottee(s) first named.

10. The Allottee/s agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt or any other Authority or if competent authority (i.e.) refuses, delays, withholds, denies the grant of necessary approvals for the Project/Plot or if any matters, issues relating to such approvals, permissions, notices notifications by the Competent authority (i.e.) become subject matter of any suit /writ before a competent court or due to force major conditions, the Company, after allotment, is unable to deliver the Plot, the Company shall only be liable to refund the amounts received from the Allottee without any interest and/or compensation, whatsoever.

#### **D. POSSESSION**

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- 1 The possession of the Plot will be given after execution of Transfer/Sale Deed, subject to (a) force majeure conditions, (b) completion of basic infrastructural work and (c) payment of all the amounts due and payable by the Allottee/s/s up to the date of such possession including maintenance charges, IFMS & other charges etc. to the Company. ;
2. The Allottee/s has to make up-to-date payment of all dues within 30 days of written offer of possession or Final Demand Notice (FDN). Further, the Allottee/s has to take possession of the Plot within 60 days of the written offer of possession or Final Demand Notice (herein "Said Period") from the Company failing which the Plot will lie at the risk & cost of the Allottee/s In other words, possession of the Plot shall become due on the date of expiry of the said 60 days Period (herein "Possession Due Date"). The Allottee/s understands & agrees that the Maintenance charges (defined hereinafter) and other charges etc, as applicable, shall become due/payable effective from the Possession Due Date or the actual date of possession, whichever is earlier, whether or not the Allottee/s takes over possession of the Plot.
3. Upon the Allottee/s taking possession or receiving deemed possession of the Plot, the allottee/s shall not raise any dispute and/or make any claim in respect of the Plot against the Company and he/she/they shall be entitled to the use and occupy the Plot without any interference but subject to the terms and conditions, stipulations contained in the allotment agreement.
4. The 'Allottee/s agrees and undertakes to sign the standard format of Possession document/s; Maintenance Agreements etc. as and when called upon to sign by the Company and shall abide by its terms and conditions contained therein. The Allottee/s shall pay . charges towards Interest Free Maintenance IFMS and other charges etc. at the time of offer of possession..
5. The possession date of the Plot as agreed upon is only indicative and the Company may offer possession before that, in case of early possession, the balance instalment shall become due and payable immediately.
- 6 The Allottee/s shall pay in respect of his/her/their plot all charges payable to various departments or to the Company (as may be applicable) for obtaining service connections like electricity, telephone, water, sewer etc. including IFMS for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the Company pays these similar charges in bulk to any public or private agency then it shall be liable to recover the same on pro rata basis from the Allottee/s.
- 8 If the Company provides infrastructures for Broad Band, telephone, cable TV etc the Company is entitled to recover the cost on pro rata basis from the allottee.

#### **E. MAINTENANCE**

1. On completion of Basic Infrastructure Work, or offer of possession or deemed possession of Plot, whichever is earlier, an Interest-Free Maintenance Security (IFMS) toward the maintenance and upkeep of the Plot/Project shall be payable by the Allottee/s to the Company. The amount to be deposited as IFMS will be intimated to the allottee/s by the Company. The IFMS shall become payable within 15 days from the date of offer of possession by the' Company, whether or not the allottee/s takes possession of his/her Plot. In case of. delay in payment of IFMS within this period, interest @18% p.a. shall be charged for the period of delay.
2. The Allottee/s, upon completion of Basic Infrastructure Work or on offer of possession of the Plot, whichever is earlier, agrees to enter into a maintenance agreement with the Company or any association / body of plot owners or any other nominee/agency/association(s) or other body as may be appointed / nominated by the Company (hereinafter referred to as 'the Maintenance Agency') from time to time for the maintenance and upkeep of the

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Project. However, failure on the part of Allottee/s to enter into Maintenance Agreement for any reasons whatsoever, will not absolve him/her/them/it from their obligation to pay the maintenance charges and other related charges.

3. The Allottee/s, commencing from the date notified by the Company for taking over possession of the Plot, as aforesaid, agrees to pay to the Company or its maintenance agency, maintenance charges to be determined at the said time on the basis of size of the Plot. It is agreed that the maintenance charges may be enhanced, from time to time, as may be determined by the Company or the Maintenance Agency. Incidence of Service Tax on maintenance charges and bought out services shall be on the Allottee/s.

4 The Allottee/s is liable to pay monthly/quarterly/yearly maintenance charges as intimated/demanded by the 'Company/ Maintenance Agency, irrespective of the fact whether the allottee/s is in occupation of the Plot or not, within a period of 7 days of demand. In case of delay in monthly/quarterly/yearly maintenance charges within this period, interest @ 18%p.a. shall be charged for the period of delay. The Company/Maintenance Agency reserves the right to bill maintenance charges up to 12 months forward.

5. In case of failure of the Allottee to pay the maintenance bill, other charges on or before the due date, the Allottee is permitting the Company / Maintenance Agency to deny him/ her maintenance services and the Company/Allottee's Association will be entitled to effect disconnection of services to defaulting allottees that may include disconnection of water/sewer, and debarment from usage of any or all common facilities within the Project.

6. The Company/Maintenance Agency shall maintain the Project till its maintenance is handed over to the Allottee/s Association or for a period of 3 year from the date of offer of possession, whichever is earlier.. The Company is not bound to maintain the Project beyond a period of three years from the date of offer of possession as aforesaid. The Company is only playing the role of maintenance facilitator till that period. The Allottee/s understands that the IFMS lying with the Company shall not earn any interest, either real or notional and no such amount shall be creditable to his/her/their maintenance or any other account and further agrees & undertakes not to raise any claim, dispute etc in this regard. If the Allottees Association fails to take over the maintenance within that period, the Company is authorized to cease the maintenance and return the IFMS after deducting any default of Maintenance Charges etc along with interest accrued thereon & other charges/deposits borne by the Company with respect to the Plot to the Allottee/s and discontinue maintenance of the Project. If the Allottee/s fails to accept the said return of IFMS within 15 days of written intimation to such • effect then the net of default IFMS shall lie with the Company without creating any liability to either provide maintenance or interest on the same. However, the Company may Manage the maintenance & upkeep of the Project even after the said period of three years (as aforesaid) and in such an event, the Company shall retain IFMS and levy Maintenance Charges till such time the maintenance is not handed over to the Allottees Association. Further, it is clarified & understood by the Allottee/s that it will be the responsibility of the Allottees Association's to take over and not the Company's obligation to handover, the maintenance within the prescribed timeframe.

7. The Allottee/s will neither himself do nor permit anything to be done which damages Common Areas/facilities, adjoining Plot/s / areas etc. or violates the rules or bye-laws of the Local Authorities or the Association of Allottee/s. The Allottee/s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Company may recover the expenditure incurred in such rectification from the Allottee's IFMS along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses than the Company shall be entitled to raise demand against it, which shall be strictly payable by the Allottee/s within 30 days of such demand. However, in such an event Allottee/s shall make further payment to maintain required balance of IFMS as applicable. The Allottee/s shall always keep the Company indemnified in this regard.

8. It shall be incumbent on each allottee to form and join an Association comprising of the allottees for the purpose of management and maintenance of the complex. . . .

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9. The common lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing, meetings and small functions, the same shall be used on payment basis. .

10. The Allottee/s or its, nominees/ agents/ employees etc. shall at all times comply with the rules and regulations laid down by the Company or its nominated Maintenance Agency.

#### **F. TERMS OF LUCKNOW INDUSTRIAL DEVELOPMENT AUTHORITY (LIDA)/OTHER COMPETENT AUTHORITY (IES) .**

1. The Allottee/s or its nominees/agents/employees etc. shall at all times pay on demand such amount, which may be levied, charged or imposed now or in future or retrospectively, on account of any taxes (municipal tax, property tax, wealth tax, service tax, water tax, sewerage tax, other taxes etc), rates, duty, Charges, cess, fee, assessment, etc. of any nature whatsoever, by any local administration, State, Government, Central Government on the Project/Plot and building to be constructed thereon by virtue of any notification or amendment in the existing laws. {Including any levy of any additional charges payable to the LIDA/other Competent Authority (ies), any other taxation etc} and/or any increase therein effected, on pro-rata basis. The Allottee/s agrees and understands that if such pro-rata demand is raised as above said on the Allottee/s, the same shall be payable by the Allottee/s directly to the concerned government agency / Competent Authority(ies) or department concerned or to the Company as the case may be.

2 The Company within the agreed consideration shall carry out internal development of the Project i.e. laying of road, streetlights, sewer, storm water drain and green area(s) forming part of approved layout where the Plot situates. These internal developments/services to become functional and effective are required to be connected/ joined with the external services like public roads, water line network, and trunk sewer, electric substation etc to be developed and provided by concerned government departments. In case these external services to be provided/developed by concerned government departments/agency are delayed, the Allottee shall not hold the Company responsible for delay /non functioning of internal services provided by Company and in no way shall be entitled to initiate any action/claim against the Company in this regard.

3. The Allottee/s understands that the construction on the Plot shall be carried out by the Allottee/s in accordance with the approved building plans and specifications as may be approved by LIDA or any other competent authority. The cost and expenses to be incurred in approval of plan shall be borne by Allottee/s.

4. The Allottee/s understands that time frame if any, stipulated by LIDA or any other competent authority for getting the construction done on the Plot will have to be complied with.

#### **G. SALE/CONVEYANCE/TRANSFER DEED**

1. The execution of Sale/ Conveyance Deed in respect of the Plot shall be subject to up to date payment of all the amounts due and payable by the Allottee/s including Maintenance Charges, IFMS, stamp duty and other charges etc. to the Company. The Allottee/s undertakes to get executed and get registered the Sale/ Conveyance Deed of the Plot within 30 days from the date of intimation by the Company in writing, failing which, the Company shall be entitled to cancel the allotment and forfeit the Earnest Money, adjust the interest accrued on delayed payments (if any) etc. and refund the balance amount to the Allottee/s without any interest upon realization of money from re-allotment/re-sale of the Plot.

2. All costs, expenses, stamp duty, registration fee, at the prevailing rate and incidental expenses toward execution and registration of Sale Deed, including documentation will be borne by the Allottee/s only. If the Company incurs any expenditure towards the registration of the Plot, the same will be reimbursed by the Allottee/s.

3. The Allottee, prior to execution of sale deed, shall not be allowed to transfer his/her right and interest in allotment without prior written consent of the Company. However the Company at its sole discretion, unless restrained by any

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lawful order to do so and subject to no subsisting breach of any of the term of allotment or payment of up to date dues and charges payable as per allotment may permit such transfer, on payment of such charges and on such terms as maybe stipulated. The Allottee shall exclusively be liable for legal, fiscal or other implications as may arise on allowing such transfer/assignment of interest in the Plot.

4. The Allottee/s, for any subsequent transfer of the Plot by way of Sale or otherwise after execution and registration of Sale/Conveyance Deed in his/her/their favour, shall obtain "No Dues Certificate" from the Company or the Maintenance Agency as per the policy of the Company and on payment of such Administrative Charges as maybe prescribed,.

#### **H. INDEMNIFICATION**

The Allottee/s shall indemnify and keep the Company, its agents, employees, representatives, estate indemnified against all actions, proceedings or any losses, costs, charges, expenses, losses or damage suffered by or caused to the Company, by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Allottee/s and due to non-compliance with any rules, regulations, laws as may be laid down by any authority/department/government and/or non-payment of municipal taxes, charges and other outgoings in respect of the Plot. The Allottee/s agree to pay such losses on demand that the Company may or likely to suffer. This is in addition to any other right or remedy available to the Company.

#### **I. SEVERABILITY**

The Allottee/s agrees that if any term/s / provision/s contained herein is determined to be void or unenforceable under applicable laws/order/notification then such term/provision shall be deemed amended or deleted in so far as reasonably with the remaining part of the terms and conditions of the Allotment and to the extent necessary to conform to applicable law and the remaining part shall remain valid and enforceable.

#### **J. FORCE MAJEURE**

The Allottee/s agrees that the Company shall not be held responsible or liable for not performing or delay in performing any of its obligations as provided herein, if such performance is prevented, delayed or hindered by any reason/s, which are beyond the control of the Company and could not have been prevented or reasonably overcome by the Company with the exercise of reasonable skill and care and does not result from the negligence or misconduct of the Company and materially and adversely affects the performance of any obligation hereunder; including but not limited to non receipt of critical approvals pertaining to layout plans, environment clearance etc., non-availability of any building material and labour or enemy action or natural calamities or Act of God or strike, lockout, or other labour disorder, act of foreign or domestic de jure or de facto Government, whether by law, order, legislation decree, rule, regulation or otherwise, revolution, civil disturbance, breach of the peace, declared or undeclared war, act of interference or action by civil or military authorities or any other cause beyond control of the Company.

#### **K. GENERAL TERMS AND CONDITIONS**

1. The address given in this application form shall be taken as final unless, any subsequent change has been intimated under Regd. AJD letter. All demand, notices, letters etc. posted at the address given in the Application Form/Allotment Certificate & Agreement shall be deemed to have been received by the Allottee/s for desired compliance(s). In case of application/s with joint names, the Company may, at its discretion, without any claim from any person may do correspondence with any of the joint applicant which shall be deemed to have been made and communicated to other co allottee.

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2. The Allottee/s acknowledges that the Company shall have the right to raise loan from any bank/financial institution/body corporate by way of creating charge/mortgage of the Project along with the land underneath, subject to condition that (i) the Company shall obtain no objection certificate ("NOC") from the said bank/financial institution/body corporate with respect to the allotment of the Plot and (ii) the Plot shall be free from all encumbrances at the time of execution of Sale/ Conveyance Deed.
3. The Allottee/s shall make all payments through Demand Draft/ cheque drawn in favour of "**Alknanda Enclave or Alknanda Sunshine Infra Developers LLP** ." payable at Lucknow or as may be directed by the Company.
4. The Allottee/s shall use or allowed to be used the Plot only for residential purposes without causing nuisance to other allottee/s in the Project.
5. Upon taking possession or Possession Due Date of the Plot, the Allottee/s shall have no claim against the Company in respect of area, location or for any other reason, whatsoever.
6. The Allottee/s shall carry out construction on the Plot, subject to that it (i) shall not cause nuisance, annoyance or cause damage to properties of other occupants in the adjoining areas, (ii) shall not obstruct/block the Common areas/ common amenities/facilities etc. of the Project, and (iii) shall not stock construction material on the road or areas adjoining the Plot.
7. The Allottee/s shall not be entitled to subdivide the Plot or amalgamate the same with any other Plot. In case of joint Allottee/s, each Allottee's share in the Plot shall always remain undivided, unidentified and imparable and none of them shall be entitled to claim partition of its share therein.
8. All taxes (including VAT), assessment, charges etc. as may be levied by local body(s) or any lawful authority upon the property to be developed by allottee on Plot/Project/Plot shall be paid and borne by allottee(s) from the date of levy.
9. The Allottee/s acknowledges that he/she shall, on taking possession or Possession Due Date of the Plot, have no right to object to construction and development by Company in a reasonable manner, adjoining the Plot. So as to complete the construction and development in the Project as per the approved layout/building plan.
10. The Company has made clear to the Allottee/s that the Project will be developed and completed in phases and the Company shall be carrying out extensive development /construction activities for few more years in future in the Project and shall also be connecting /linking the amenities/facilities via electricity, water, sanitary/drainage system etc of additional development /construction with the existing ones in the Project. The Allottee/s has confirmed that he/she/they shall not make any objection or make any claim or withhold any payment as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/relating activities as well as connecting/linking of amenities/facilities etc as above said. The Allottee also consents that if due to additional construction/development the green area etc gets reduced then he/she/they shall not raise any objection/claim in this regard against the Company.
11. The Allottee/s agrees and undertakes to pay to the Company such amount as may be intimated by the Company towards water and Malba Charges.
12. The Allottee/s agrees and understands that allotment of plot is on "as is where is" basis and specifically undertakes that he/she/they/it shall not make any objection on the level of earth in the Plot relative to the level of adjoining areas or abutting road and will not demand for any earthwork or earth filling in the Plot.

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13. The Allottee/s shall at its own cost and expense directly apply for electricity connection of such permissible load as he/she/they may require from the concerned authorities for supply of electricity (through Grid), subject to its technical viability, to the Plot and building to be constructed thereon.
14. The Allottee/s shall not have any right/title in any commercial premises, shops, club, community centre etc, if any constructed in the Project. The Company shall be free to dispose of the same on such terms and condition, as it may deem fit and proper. The Allottee shall not have any right to interfere in the manner of booking/allotment/sale of such commercial premises, buildings, shops, community centre, club etc. to any person/s and also in their operation and management.
15. The Allottee/s acknowledges that in case of breach of any terms & conditions contained herein then besides & without prejudice to Company's rights available herein/ under law, the Company shall have right to cancel the allotment of the Plot and take over the possession of the Plot. As a result of such cancellation, the refund (if any) after deduction of Earnest Money and dues under various heads, as stipulated herein shall be governed by the terms & conditions contained herein or other applicable policy framed from time to time by the Company. Further, the Company shall, thereafter, be free to re-allot and/or deal with the Plot in any manner whatsoever at its sole discretion.
16. The Allottee/s acknowledges that any alteration/changes made in this Application/Allotment Certificate & Agreement by him/her/them shall render this Application/Allotment Certificate & Agreement as "null and void" to that extent.
17. In case of NRI/Person of Indian Origin buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory notifications, amendment/s, modification/s made thereof and all other applicable law as may be prevailing including that of remittance of payment, Sale/Conveyance/Transfer deed of immovable property in India shall be the responsibility of the Allottee/s. The Allottee/s understand and agrees that in the event of failure of his/her/their part to comply with the applicable guidelines issued by Reserve Bank of India, he/she/they shall be liable for any action under Foreign Exchange Management Act, 1999, as amended from time to time. The Company accepts no responsibility in this regard. The Company Shall not be responsible towards any third party making payments, remittances on behalf of any Allottee/s and such third party shall not have any right in the Allotment Certificate & agreement, allotment of the Plot in any way and the Company shall issue payment recipes in favour of Allottee/s only.
18. In the case of any conflict between the terms contained herein and the terms /specifications mentioned i. Company's sale brochures/CD walk through, advertisement(s), other sale document(s) and application for then the terms contained herein will prevail.
19. The Allottee/s will have to pay the Stamp Duty and/or other incidental charges, if levied or imposed any local administration, State, Government, Central Government or any other lawful authority on Allotment Certificate & Agreement.
20. All or any disputes arising out or touching upon or in relation to the terms hereof 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 courts at Lucknow shall have the jurisdiction in all matter arising out of/touching and/or concerning there to regardless of the place of execution which is deemed to be a Lucknow.
21. The Company may at its sole discretion appoint/engage designated service provider(s) for various facilities in the Project viz, cable, intercom, gas supply, satellite/cable/internet etc. The Allottee/s agrees with the said arrangement and also specifically agrees that it will not be possible to grant flexibility in choosing vendor's various such services at the individual Plot level and understands that he/she/they will have to go with the choice of such service providers at

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a bulk level for the entire Project. Further, the Allottee/s agrees to enter into specific service supply agreements with each of these service providers at their standard commercial terms.

22. The Allottee/s may be offered membership of the club, if provided, in the Project on stipulated terms and fee and prescribed rate but shall not have any ownership right on the club or club area. The Allottee/s shall have to abide by the terms of membership of the club including payment of recurring annual/monthly charges as well as usage charges.

23. That the rights and obligations of the parties under or arising out of these terms shall be construed and enforced in accordance with the laws of India.

#### **L. COPIES OF THE AGREEMENT**

Two sets of this agreement are being executed on a non-judicial stamp paper of Rs. 100/- and the Company shall retain one copy for reference and record and the Allottee/s shall retain another one.

#### **M. JURISDICTION & LAWS OF INDIA**

1. The Allottee/s agrees that all or any disputes arising out or touching upon or in relation to the terms of the 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 arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996. The Arbitration proceeding shall be held at an appropriate location in Lucknow by the sole arbitrator who shall be appointed by the Company and whose decision shall be binding and final upon the parties, the Allottee agrees that he/she/they shall not have any objection to this appointment, even if the person appointed, as the sole arbitrator, is an employee / advocate of the Company or is otherwise connected to the Company and the Allottee/s agrees that notwithstanding such relationship/connection, the Allottee/s shall have no doubts as to the independence or impartiality of the said sole Arbitrator.

2. The courts at Lucknow shall have the exclusive jurisdiction in all matters arising out of/touching and/or concerning thereto.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set and subscribed their respective hands at the place and on the day, month and year, first above written under their respective signatures and in the presence of following witnesses.

**For Alaknanda Sunshine Infra Developers LLP**

**Alaknanda Sunshine Infra Developers LLP**

1.....

(Authorised Signatory)

**Allottee/s Signatures**

**ALLOTTEE'S WITNESSES**

1..... (Allottee's Signatory)

**ENDORSED IN FAVOUR OF**

1..... (Authorised Signatory)

2..... (Authorised Signatory)

3..... (Authorised Signatory)

4..... (Authorised Signatory)

5..... (Authorised Signatory)

6..... (Authorised Signatory)

Allottee/s Signatures