

**AGREEMENT TO SALE WITHOUT POSSESSION**

1.	Ward/Pargana	:	Bijnaur
2.	Detail of Property	:	<b>Plot No.----- in Aanandam situated at Village-Bhahukhera, Lucknow.</b>
3.	Plot of Measurement	:	Square Meters
4.	Land Area of the Plot	:	----- SQ.MT.(----- SQ.FT)
5.	Situation of Plot	:	-----
5.	Location Road	:	Not on any segment road
6.	Total Sale Price of the Plot	:	Rs.-----/-
7.	Advanced	:	Rs.-----/-
8.	Stamp Duty	:	Rs.----- /- Estamp No.-IN-UP-----
9.	Boundaries:-  <div style="text-align: center;"> <b>East</b>           :   -----  <b>West</b>           :   -----  <b>North</b>          :   -----  <b>South</b>          :   ----- </div>		

**AGREEMENT TO SALE WITHOUT POSSESSION**

This Agreement for Sale ("**Agreement**") executed on this ----- day of -----

**By and Between**

**M/s TRUESCAPE REALTY** a partnership firm having its office at 11/12, Sector-11, Vrindavan Yojana, Lucknow, U.P.-226029, **PAN No.**----- through its Partner **Shri Shashank Srivastava son of Sri Vinod Kumar R/O-----, South City, Raibareli Road, Lucknow, U.P.-----, M.No.**----- hereinafter referred to as the "**Owner/Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

**AND**

**Mr.** ----- **S/O** ----- residing at -----] **Aadhar no** -----, **PAN** -----, **Mobile No.**----- 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 assigns).

For M/s. Truscapse Realty

Authorized Signatory

(Allottee)

(Allottee)

The Promoter/Owner 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) “appropriate Government” means the Government of State of Uttar Pradesh
- (c) “Rules” means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;
- (d) “Regulations” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (e) “Section” means a section of the Act.

**All contents and terms & conditions of this Agreement are duly and fairly drafted and imbibed as per provisions of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “RERA”) and Rules and Regulations made thereunder and are subject to provisions of RERA. If any content and/or terms & conditions or it’s any part is found contrary or inconsistent to any provision of RERA and Rules and Regulations made thereunder, that content and/or terms & conditions or that part shall be deemed repealed and amended to that extent whatsoever is contrary or inconsistent and provisions of RERA and Rules and Regulations made thereunder shall prevail to that extent.**

**WHEREAS:**

- A. That the promoter/owner is the owner and in possession of land Khasra Nos.----- **admeasuring** ----- **hectare** (hereinafter referred to as the “**said Land**”) situated at **situated at Village-Bhagukhera, Pargana-Bijnore, Tehsil-Sarojani Nagar, District-Lucknow**, The sale deed of land is is duly registered in the office of the Sub-Registrar, Sarojani Nagar, Lucknow in Bahi No.-1 Zild No.----- at pages ----- to ----at Serial No.----- on -----.
- B. The said Land is earmarked for the purpose of developing a project of residential colony and the said project shall be known as “**AANANDAM**” at **Village-Bhagukhera, Pargana-Bijnore, Tehsil-Sarojani Nagar, District-Lucknow** (hereinafter referred to as the “**Project**”).
- C. The Promoter and the owner are fully competent to enter into this Agreement regarding the Said Land on which Project is to be constructed;
- D. The owner has obtained the final layout plan, sanctioned plan, specifications and all necessary approvals for the Project, from UPSIDA (Ex-LIDA) vide Permit No.----- dated -----, The Allottee(s) agrees that the Promoter may make any changes to the approved layout plan, sanctioned plan of the Project, specifications of the Plot and nature of fixtures, fittings and amenities with required prior consent of UPSIDA (Ex-LIDA). The Promoter Agrees and under take that it shall not make any changes to this approved plan except in strict compliance with section 14 of the Act and other laws as applicable.
- E. 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. **UP RERA PRJ**----- under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the Act**”) and/or Rules and Regulations made/to be made thereunder (‘Rules’) and are subject to provisions of the Act and/or Rules.
- F. The Allottee had applied for a Plot in the Project *vide* application dated ----- and has been allotted **Plot No.**-----, having land area of ----- **SQ.MT.**(----- **SQ.FT**), alongwith *pro rata* share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as “**said Plot**” more particularly described in **Schedule A** and the floor plan of the Plot;
- 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;

For M/s. Truscupe Realty

Authorized Signatory

(Allottee)

(Allottee)

- 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 Allottee(s) hereby confirm that he has seen the relevant documents/papers pertaining to the said Project and is fully satisfied that the title of the Land of the said Project is marketable and the Promoter has right and authority to develop the said Project on the said Land and to sell the said Plot and other Plots thereat to any party and under the terms and conditions mentioned in the Sanction/Permission Letter issued by concerned authority (hereinafter referred to as the said “**Authority**”) to the Promoter and the Allottee (s) hereby accepts and undertakes to abide by the terms and conditions of this Agreement. The Allottee(s) further agrees to abide by the terms and conditions of all the permissions, sanctions, directions issued by the competent authorities and that of prevailing byelaws, guidelines of said Authority from time to time. The Allottee(s) has also seen and understood the lay out plans designs, and specifications of the said Plot and the said Project and agrees to purchase the said Plot.
- J. 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;
- K. 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 said Plot and the parking space (if applicable) as specified in para F.

**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 said Plot as specified in **Schedule-A** of this Agreement.
- 1.2 Both the party confirm that they have read and understood the provisions of section 14 of the Act.
- 1.3 The Total Price for the said Plot based on carpet area is **Rs.-----/- (----- Only)**.

Rate of Plot: **Rs.-----Per Sq. mt. (Rs.----- Per Sq. ft.)**

**Plot No.-----**

Plot Area: ----- **SQ.MT. (-----SQ.FT)**

Total Price (In rupees): **Rs.----- /-**

The Total price of the said Plot and applicable GST, separately is to be paid by the allottee to the promoter as per Payment plan given in **Schedule-C** of this Agreement.

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the said Plot;
- (ii) The Total Price excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Cess 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 said Plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate:

**For M/s. Truscapse Realty**

**Authorized Signatory**

**(Allottee)**

**(Allottee)**

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 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 Plot, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the said Plot and the Project.
- 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 Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate/completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 45 days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 3% of the carpet area of the Plot, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.3 of this Agreement.
- 1.6 Subject (Plot) to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the said Plot as 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;

**For M/s. Truscapse Realty**

**Authorized Signatory**

**(Allottee)**

**(Allottee)**

- 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, 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.
- 1.7 It is made clear by the Promoter and the Allottee agrees that the said Plot 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 shall be available only for use and enjoyment of the Allottees of the Project.
- 1.8 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 there for by such authority or person.
- 1.9 The Allottee has paid a sum of **Rs.-----/- (----- Only)** as the booking amount (including GST), towards the **Total Price Rs.-----/- (Rupees ----- Only)** of the said Plot and the promoter hereby acknowledges and the allottee hereby agrees to pay remaining price plus taxes as prescribed in the payment plan (**Schedule C**) as may be demanded by the promoter the time and in 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.

Details of booking amount is as follows:-

(v)

**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 favor of '**M/s TRUESCAPE REALTY**' payable at Lucknow. **Current Account No.-----, IFSC CODE-----, BANK NAME---**  
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**3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

For M/s. Truscapse Realty

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(Allottee)

(Allottee)

- 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 thereunder 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 favor 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 said 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 is also under obligation to pay the scheduled installments in time for timely completion of the project and any delay/default in timely payment of the scheduled installments shall, apart from other remedies available to the Promoter under RERA Act, 2016, enable the Promoter to extend the period of delivery of possession at its option.

**6. CONSTRUCTION OF THE PROJECT/ PLOT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Plot and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has 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 State Government 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 SAID PLOT**

- 7.1 **Schedule for possession of the said Plot-** The Promoter agrees and understands that timely delivery of possession of the said 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 said Plot along with ready and complete common areas with all specifications, amenities and facilities of the project in place latest by ---  
-----, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, civil commotion, insurgency or any other circumstances

For M/s. Truscupe Realty

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(Allottee)

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beyond the reasonable control 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 said 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 120 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. **The Possession of the said Plot is not being delivered to the Allottee by this sale agreement; it will be delivered at the time of execution and registration of sale deed.**

- 7.2 **Procedure for taking possession**-The Promoter, upon obtaining the occupancy certificate/completion certificate from the competent authority shall offer in writing the possession of the said Plot, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate/completion certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate/completion certificate] for the project. The promoter shall hand over the completion certificate/occupancy certificate (as applicable) of the said Plot, as the case may be, to the allottee at the time of conveyance 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 within the time stipulated by the Promoter in the notice offering possession, take possession of the said 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 said Plot to the allottee. In case the allottee fails to take possession within the time provided in para 7.2 such allottee shall be liable to pay to the promoter holding charges at the rate of Rs. 2/- per month per sq. ft. of the carper area for the period beyond three months till actual date of possession in addition to maintenance charges as specified in para 7.2
- 7.4 **Possession by the Allottee**-After obtaining the occupancy certificate/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 local laws. [Provided that, in the absence of any local 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**-The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that 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 for the allotment. The promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 days of such cancellation/withdrawal and the remaining 50% of the balance amount on re-allotment of the said Plot or at the end of the one year from the date of cancellation withdrawal by the allottee whichever is earlier. The promoter shall inform the previous allottee the date of re-allotment of the said Plot and also display this information on the official website of UPRERA on the date of reallocation.
- 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

For M/s. Truscupe Realty

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(Allottee)

(Allottee)

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 prescribed in the Rules 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 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.

**REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Promoter has the 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 from any financial institution.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Plot;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said 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 said 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 deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the said 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 said Plot 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;
- (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.

**For M/s. Truscupe Realty**

**Authorized Signatory**

**(Allottee)**

**(Allottee)**

**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, 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 prescribed in 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 the 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 favor 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 must not be in default to take this benefit.

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

**10. CONVEYANCE OF THE SAID PLOT:**

The Promoter, on receipt of Total Price of the said Plot as per Para 1.3 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the said Plot together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate, as the case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favor of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate/ completion certificate]. 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

For M/s. Truscupe Realty

Authorized Signatory

(Allottee)

(Allottee)

of the conveyance deed in his/her favor till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

**11. MAINTENANCE OF THE SAID BUILDING/PLOT/PROJECT:**

- 11.1 The Promoter shall be responsible to provide and maintain essential services in the Project either through itself or through any agency or an association (hereinafter referred to as "**Maintenance Agency**") 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 maintenance charge shall be decided and paid by the allottee as one-time payment and/or monthly charges payable before the execution of sale deed in respect of the said Plot which shall be kept and maintained in interest free maintenance security (IFMS) account and from the interest derived thereupon the maintenance of the essential services and common areas shall be carried out either by the promoter or maintenance agency or by the association of allottees.

**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 as per the agreement for sale relating to such development 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 SAID PLOT FOR REPAIRS:**

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, parking spaces (if any) for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the said 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:**

Use of Basement and Service Areas: The basement and service areas, if any, as located within the project, shall be earmarked for purpose such as parking spaces and services including but limited to electric sub-station, transformer, DG set room, underground water tanks, pump, rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. and other permitted usage as per sanctioned plans. The allottee shall not be permitted to use the services areas and the basement in any manner whatsoever, other than those earmarked as parking space, and the same shall be reserved for use by the association of allottees formed by the allottees for rendering maintenance services.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE SAID PLOT:**

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Plot or the staircases, lifts, common passages, corridors, 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 said Plot and keep the said Plot, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 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, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said Plot or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the said Plot.

For M/s. Truscupe Realty

Authorized Signatory

(Allottee)

(Allottee)

- 15.3 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 said Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

**17 ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

**18 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Plot 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.

**19 U.P. APARTMENT (PROMOTION OF CONSTRUCTION OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010.**

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

**20 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, firstly, 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 and secondly, appears for registration of the same before the concerned Sub-Registrar, Lucknow as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, 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 including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**21 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, Agreement, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot, as the case may be.

**22 RIGHT TO AMEND:**

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

**23 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 said Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the

For M/s. Truscapse Realty

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said Plot, in case of a transfer, as the said obligations go along with the said Plot for all intents and purposes.

**24 WAIVER NOT A LIMITATION TO ENFORCE:**

- 24.1 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 [Schedule-C] 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.
- 24.2 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.

**25 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.

**26 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(s) in Project, the same shall be the proportion which the carpet area of the Plot bears to the total carpet area of all the Plots in the Project.

**27 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.

**28 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 shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Lucknow.

**29 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:** ----- S/O Mr. -----  
residing at -----,

**PROMOTER:** M/S TRUESCAPE REALTY.

**Promoter Address: 11/12, Sector-11, Vrindavan Yojana, Lucknow, U.P.-226029.**

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

For M/s. Truscapse Realty

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(Allottee)

(Allottee)

failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

**30 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.

**31 SAVINGS:**

Any application letter, Agreement, or any other document signed by the allottee, in respect of the said 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 thereunder.

**32 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 thereunder including other applicable laws of India for the time being in force.

**33 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 or through process of Arbitration at the joint option of the parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in LUCKNOW. Subject to Arbitration as referred above and LUCKNOW shall have jurisdiction in case of any dispute; The arbitrator/arbitrators can be mutually appointed by agreement of the allottee and the promoter, however if consensus is not arrived upon in respect of the arbitrator/arbitrators the parties to the agreement shall be at liberty to approach the Court of Law for appointment of arbitrator.

**For M/s. Truscapse Realty**

**Authorized Signatory**

**(Allottee)**

**(Allottee)**

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement to Sale at LUCKNOW in the presence of attesting witness, signing as such on the day first above written.

**(Owner/Promoter)**

**(Allottee)**

**WITNESSES:**

1. Signature : \_\_\_\_\_  
Name : (

2. Signature : \_\_\_\_\_  
Name : \_\_\_\_\_

Address :

Address :

**TYPED BY**

**(Abhishek Pal)**

**DRAFTED BY**

**(Shailendra Kumar Shrivastava)  
Advocate**

**RegistrationNo.-2157/93  
Mobile No.-9415026041**

**For M/s. Truscapse Realty**

**Authorized Signatory**

**(Allottee)**

**(Allottee)**

**SCHEDULE-A**

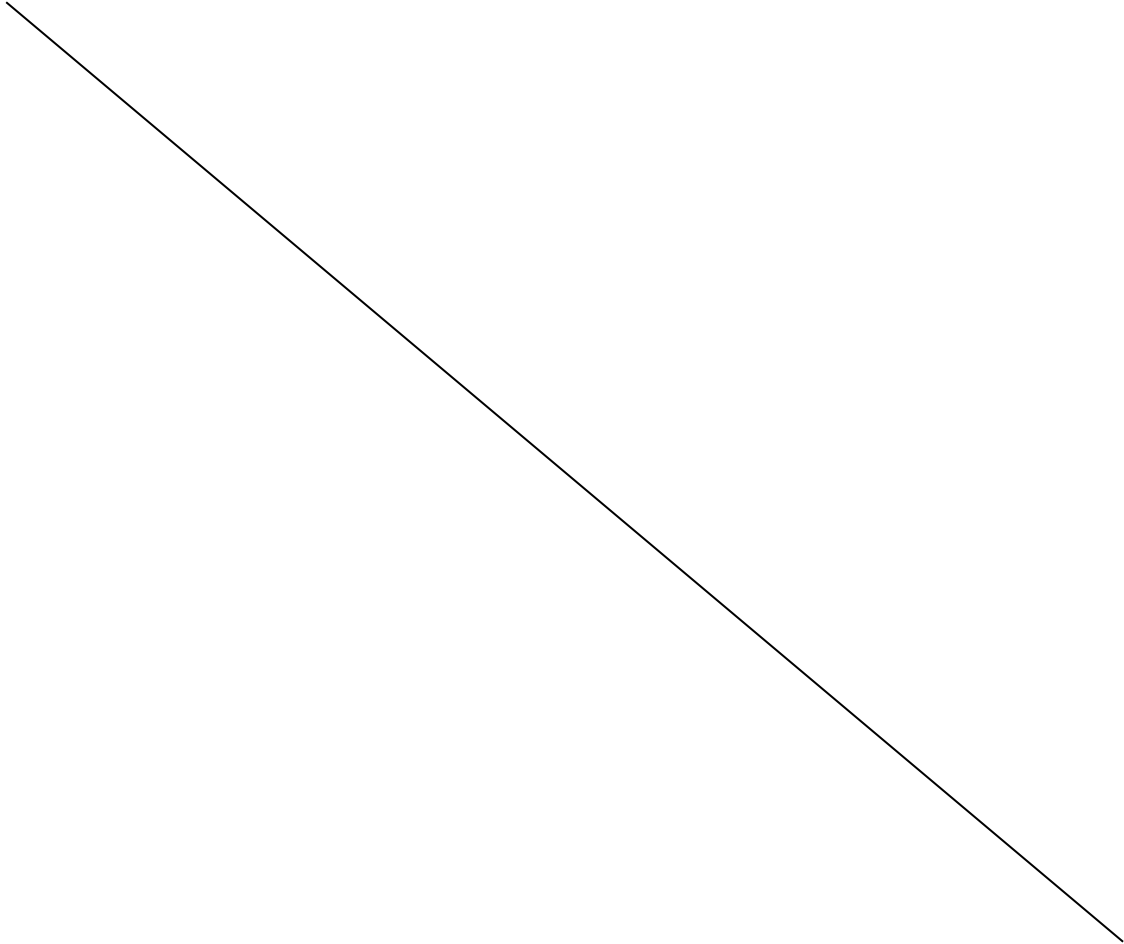
**DETAILS OF SAID PLOT**

**Plot Bearing No.** : -----  
**Plot Area Approx.** : -----sq. mt. ( ----- sq. ft. )

Along-with boundaries in all four directions as mentioned herein below to be constructed in project known as "**AANANDAM**" to be developed on a land khasra **No.-----** situated at **Village-Bhagukhera, Pargana-Bijnore, Tehsil-Sarojani Nagar, District-Lucknow** along with applicable parking space (if any) as permissible under the applicable law.

Boundaries

**East** : Click or tap here to enter text.  
**West** : Click or tap here to enter text.  
**North** : Click or tap here to enter text.  
**South** :



For M/s. Truscapse Realty

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(Allottee)

**SCHEDULE 'B'**  
**LAYOUT PLAN OF THE SAID PLOT**



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(Allottee)

**SCHEDULE-C****PAYMENT PLAN OF THE SAID PLOT**

Date	Head	% Due	Against Unit	Additional Charges	Total
{BookingDate}	At the Time of Booking	10% of Unit Value	₹ xxxxxxxx	₹ 0	₹ xxxxxxxx
*	Within 30 days from booking	10% of Unit Value	₹ xxxxxxxx	₹ 0	₹ xxxxxxxx
*	Within 60 days from booking	10% of Unit Value	₹ xxxxxxxx	₹ 0	₹ xxxxxxxx
*	Within 90 days from booking	10% of Unit Value	₹ xxxxxxxx	₹ 0	₹ xxxxxxxx
*	Laying of Sewer Line in front of Plot	10% of Unit Value + 50% of PLC	₹ xxxxxxxx	₹ yyyyyy	₹ XXXXXXXX
*	Laying of Water Line in front of Plot	10% of Unit Value	₹ xxxxxxxx	₹ 0	₹ xxxxxxxx
*	Laying of Electricity Cable in front of Plot	10% of Unit Value	₹ xxxxxxxx	₹ 0	₹ xxxxxxxx
*	Laying of WBM Road in front of Plot	10% of Unit Value +50%PLC	₹ xxxxxxxx	₹ yyyyyy	₹ XXXXXXXX
*	Laying of DBM Road and BC in front of Plot	10% of Unit Value	₹ xxxxxxxx	₹ 0	₹ xxxxxxxx
*	On offer of possession	10% of Unit Value +Other Charges	₹ xxxxxxxx	₹ zzzzzz	₹ XXXXXXXX
<b>TOTAL</b>			₹ xxxxxxxx	₹ yyyyyy	₹ zzzzzzzzzz

\*Due as per construction schedule

When Date is earlier than the booking date then applicable due date for the said stage is 30 days from the booking date.

For M/s. Truscupe Realty

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(Allottee)

(Allottee)

**SCHEDULE-D**

**SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)**

1.  
**Metaled Roads**
2.  
**Sewerage and Drains**
3.  
**Parks and Green Areas**
4.  
**Street Lights and Electrification**
5.  
**Convenient Shopping Area**

For M/s. Truscage Realty

Authorized Signatory

(Allottee)

(Allottee)

**For M/s. Rashi Infratech**

**Authorized Signatory**

**(Allottee)**

**(Allottee)**