

**AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** (hereinafter referred to as "**Agreement**"), is executed on this \_\_\_\_ day of \_\_\_\_\_

**BY AND BETWEEN**

**Eldeco Housing And Industries Limited** (CIN L45202UP1985PLC099376), a Company registered under the Companies Act, 1956 having its corporate and registered office at **2<sup>nd</sup> Floor, Eldeco Corporate Chamber-1, Vibhuti Khand, (opposite to Mandi Parishad), Gomti Nagar, Lucknow**(PAN AAACE4554G), represented by its authorized signatory \_\_\_\_\_ authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Promoter and its successor-in-interest, and permitted assigns)being party of the First Part:

**AND****(If allottee is an individual)**

**1-Mr./ Mrs.** \_\_\_\_\_ (Aadhar No. \_\_\_\_\_ & PAN No. \_\_\_\_\_), son / daughter /wife of Mr. \_\_\_\_\_, residing at, \_\_\_\_\_, hereinafter called the "**Allottee**"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee and his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

**2- Mrs./ Ms./ Mr.** \_\_\_\_\_ ( Aadhar No. \_\_\_\_\_ & PAN No. \_\_\_\_\_), W/o/ Son/ daughter of Mr. \_\_\_\_\_, residing at, \_\_\_\_\_ ( herein after jointly/ collectively referred to as the Allottee which shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee and his/ her heirs, executors, administrators, successors-in-interest and permitted assigns) being party of the Second Part;

**OR****(if the allottee is a company)**

M/s \_\_\_\_\_ (CIN: \_\_\_\_\_ (PAN: \_\_\_\_\_) a company incorporated under the companies act, 1956 having its registered office at \_\_\_\_\_(herein after referred to as "allottee" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) acting through its duly authorized signatory \_\_\_\_\_ authorized via resolution passed in the meeting of board of directors held on \_\_\_\_NA\_\_\_\_, being party of Second part;

**OR****(if the allottee is a partnership)**

M/s \_\_\_\_\_(PAN: \_\_\_\_\_) A Partnership firm registered under the provisions of the Indian Partnership Act,1932 having its principal place of business at \_\_\_\_\_(hereinafter referred to as the "Allottee" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all the partners and heirs

Allottee:

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and legal representatives of the last surviving partner) acting through its duly authorized partner Mr. \_\_\_\_\_, being party of the Second Part;

OR

**(if the allottee is HUF)**

M/s \_\_\_\_\_ (PAN \_\_\_\_\_ NA \_\_\_\_\_) an HUF Firm having its office at \_\_\_\_\_, through its duly authorized Karta Mr. \_\_\_\_\_, having permanent Account Number \_\_\_\_\_, (herein referred to as "Allottee"), which expression shall, unless repugnant to the context or meaning thereof, include all the coparceners/ members of the said HUF and their legal heirs, executors, legal representatives and successors, being party of the Second Part;

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

#### **INTERPRETATIONS / DEFINITIONS:**

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

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

#### **WHEREAS:-**

- A. Lucknow Development Authority (herein "**LDA**") has granted license/permission under Integrated Township Policy on a land admeasuring approx. 133.07 acres situated at IIM Road, Lucknow, Uttar Pradesh (herein referred to as the '**Total Land**') to Eldeco City Limited for the purpose of construction and development of residential township thereon.
- B. The Total Land is earmarked for the purpose of developing of a plotted residential colony and is being developed in a planned and phase wise manner under the name and style of "**Eldeco City**" (herein "**Township**"), as per the Layout Plan approved by Lucknow Development Authority ("**LDA**") vide Permit No 27860, dated 16/01/2010 and Permit No 36748 dated 08/08/2014 which inter alia includes plotted development, independent built-up Villas, commercial areas, group housing complex, Club named 'Capital City Club', schools, parks, utilities etcand common services and facilities therein.
- C. The National Company Law Tribunal, Allahabad Bench vide its order dated 27/03/2018 sanctioned the scheme of amalgamation of Eldeco City Limited (wholly-owned subsidiary of

Allottee:

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- Promoter) with Promoter, pursuant to which all property, right and powers of Eldeco City Limited stand transferred and vested in favor of Promoter.
- D. The Promoter is now developing a group housing complex under the name of “**Eldeco Skywalk**” (“**Project**”) within the Township on the land admeasuring 10099 sq mtrs forming part and parcel of Total Land (“**Project Land**”), comprising of 195 number of Apartments which are duly approved by LDA vide Permit no Group Housing/12818/LDA/BP/24-25/1446/30072024, more particularly demarcated in the plan annexed hereto in **Schedule A**.
  - E. The Project Land is collectively owned by/leased in favour of Eldeco Housing and Industries Ltd, Frozen Constructions Pvt Ltd, Utsav Constructions Pvt Ltd and Artistry Constructions Pvt Ltd (hereinafter referred as ‘**Landowner**’). The Promoter along with other landowners of the Total Land have entered into a Consortium Agreement, which is duly registered at the office of the concerned Sub-Registrar, Lucknow. The date and registration detail of the sale deeds/lease deeds in favor of the Landowner as well as the aforesaid Consortium Agreement is described in **Schedule B**.
  - F. The Allottee is made aware that the Project is independent but all phases of the Township including the Project are integral and indivisible part of the Township as such their services and facilities viz road network, water supply, drainage, sewer and sewer treatment, electricity supply systems etc. are inter linked with each other.
  - G. The Promoter intends to develop the Project by optimum utilization of the floor area ratio (F.A.R) in accordance with the applicable laws, as part of the Project.
  - H. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which Project is to be constructed have been completed.
  - I. The Promoter has obtained the layout plan, sanctioned plan, and all necessary approvals for the Project from LDA. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable. The list of such approvals, permissions are listed out in Annexure C.
  - J. The Promoter has registered the Project under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Uttar Pradesh Real Estate Registration Rules and the Authority has granted Registration vide registration no. \_\_\_\_\_ dated \_\_\_\_\_.
  - K. The Allottee had applied for an apartment in the Project vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and accordingly has been allotted Unit No. \_\_\_\_\_ as detailed in **Schedule D**(herein “**Said Unit**”) along \_\_\_\_\_ nos of open/covered car parking no\_\_\_\_, and pro rata right in the common areas of the Project (“**Common Areas**”) as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and as may be declared in deed of declaration to be submitted before the concerned authority whose floor plan is annexed hereto as **Schedule E**.
  - L. The Allottee/s shall be entitled to use the Common Areas on such terms and conditions as may be stipulated from time to time by the Promoter or Maintenance Agency or Association of allottees which will be comprising of all the allottees of the Project (herein “**Association**”).
  - M. The Allottee/s acknowledge and accepts that other Group Housing areas, commercial areas, EWS/LIG area, school and club of the Township are not part of the common areas of Township and the Promoter shall be entitled to deal with them in a manner it may deem fit and proper at

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its sole discretion including but not limited to leasing, selling or creating third party rights thereon. It is further clarified that the allottee(s) of residential units in the Project/Township will be entitled to use the facilities of the Capital City Club, which is operational in the Township on such terms and conditions as may be formulated by the Promoter. The Promoter reserves the right to sell, allot, develop and operationalize the commercial area, school, Capital City Club and community sites as per its sole discretion.

- N. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- O. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws rules and regulations notifications, etc. applicable to the Project/Township/ Said Unit.
- P. 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.
- Q. 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 Apartment as specified in Para K.

**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**

- a. Subject to the terms and conditions as detailed in the Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Said Unit as specified in Schedule D.
- b. Both the Parties confirm that they have read and understood the provisions of Section -14 of the Act.

The Total Price for the Said Unit based on the carpet area is mentioned in the **Schedule F**.

#### **Explanation:**

- (i) The Total Price includes the booking amount paid by the Allottee to the Promoter towards the Said Unit;
- (ii) The Total Price includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project/Said Unit payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Said Unit to the Allottee and the Project to the Association or the competent authority, as the case may be:

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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

Allottee:

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(iii) The Promoter shall intimate in writing to the Allottee, the amount payable as stated in (i) & (ii) 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 Unit includes recovery of price of land, construction of (not only the Said Unit but also) the Common Areas, taxes, cost of providing electric wiring, electrical connectivity to the Said Unit, lift, water line and plumbing, finishing with paint, doors, windows, fire detection and firefighting equipment in the Common Areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit.

- b. The Total Price is escalation- free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development fee/charges payable to the competent authority and/ or any other increase in fee/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 fee, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation/justification 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 fee/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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- c. The Allottee shall make the payment as per the payment plan set out in **Schedule F ("Payment Plan")**.
- d. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 8% per annum for the period by which the respective installment has been advanced. The provision for allowing the rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- e. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (describe in **Schedule G**) and the nature of fixtures, fittings and amenities (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Said Unit without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations permissible as per the provisions of the Act.
- f. The Promoter shall conform to the final carpet area at the time of offer of possession of the Said Unit 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 reduction in carpet area then the Promoter shall adjust the excess money as per the next milestone of the Payment Plan as provided in **Schedule F**. If there is an increase in the carpet area of Said Unit, allotted to Allottee the Promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in **Schedule F**.

All these monetary adjustments shall be made at the rate derived considering the rates as agreed in Para 1.1.

- g. The Promoter agrees and acknowledges that, the Allottee shall have the right to the Said Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership/leasehold right of the Said Unit.
  - (ii) The Allottee shall also have undivided proportionate share in Common Areas. Since the share/interest of Allottee in 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 as provided in the Act.
  - (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his/her/their Said Unit.
- h. It is made clear by the Promoter and the Allottee agrees that the Said Unit shall be treated as a single indivisible unit for all purposes. It is clarified that Common Areas other than areas declared as independent areas/limited common areas in the deed of declaration shall be available for use and enjoyment of all the allottees of the Project.
- i. The Promoter agrees to pay all outstanding before transferring the physical possession of the Said Unit to the Allottee, which it has collected from the Allottees, for the payment of outstanding (including land cost, municipal or other local taxes, charges for water or electricity, 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 Township/Project). If the Promoter fails to pay all or any of the outstanding collected by it from the Allottees or any liabilities, mortgage loan and interest thereon before transferring the Said Unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property to pay such outstanding and penal charges, if any, to the authority or persons to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- j. The Allottee has paid booking amount being part payment towards the Total Price of the Said Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Unit as prescribed in the Payment Plan **[Schedule F]** as may be demanded by the Promoter within the time and in the manner specified therein:

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

## 2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule F] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **"Eldeco Housing and Industries Ltd"** Payable at Lucknow

Allottee:

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**3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under the 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 the Agreement for sale 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 Unit 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 Said Unit in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her 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 offer of possession of the Said Unit to the Allottee and the Common Areas to the Association or the competent authority, as the case may be.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per the Agreement.

**6. CONSTRUCTION OF THE PROJECT/SAID UNIT:**

The Allottee has seen the approved layout plan, floor plan, specifications (Schedule E) amenities and facilities of the Said Unit and accepted the floor plan, payment plan and the specifications [annexed along with this Agreement], 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 LDA/concerned authorities 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 UNIT:**

- a. **Schedule for possession of the Said Unit-** The Promoter agrees and understands that timely offer of possession of the Said Unit to the Allottee and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to offer possession of the Said Unit along with ready and complete with all specifications, amenities and facilities in place on the date as mentioned in **Schedule G**. unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake lockdown, pandemic or any other calamity caused by nature affecting the regular development of the real estate project or reasons beyond the control of the Promoter ("**Force Majeure**"). If, however, the offer of possession of the Said Unit 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 Unit.

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 the allotment shall stand terminated, and the Promoter shall refund to the Allottee the entire amount received by the Promoter. The Promoter shall intimate with 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 right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. It clarified that the final finishing of the Said Unit will be done within 60 days of receipt of all dues, and Total Price of the Said Unit by the Promoter.

- b. **Procedure for taking possession** – The Promoter, upon completing the Said Unit as 'ready to move in' or applying/obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority, whichever is applicable, shall offer in writing the possession of the Said Unit to the Allottee in terms of Agreement for sale. The Said Unit to be taken by the Allottee within two months from the date of offer of possession. For the purpose of this Para and any reference hereinafter 'ready to move in' shall mean that the Said Unit shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.



Provided that, the conveyance/sale deed in favor of the Allottee shall be carried out by the Promoter within 3 months from the date of issuing of completion/occupancy certificate in term of the Agreement for sale. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter in this regard. The Allottee agrees to pay the maintenance charges as determined by the Promoter after 90 days from the date of offer of possession of Said Unit or from the date of physical possession whichever is earlier.

- c. **Failure of Allottee to take Possession**– Upon receiving a written intimation from the Promoter as per Para 7a. above, the Allottee shall take possession of the Said Unit from the Promoter by executing necessary Conveyance/Sale Deed, indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Promoter shall give possession of the Said Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7a. above, such Allottee shall be liable to pay to the Promoter, Holding charges and Safeguarding charges (as detailed in Schedule F) for the period beyond 3 months till actual date of possession in addition to maintenance charges. The term “Holding charges” mean the administrative cost incurred by the Promoter to hold the Said Unit, if the Allottee fails to possession of the Said Unit in terms of the Agreement and the term “Safeguarding charges” means the cost incurred to guard the Said Unit against encroachments/trespassing by the third party(ies), in case Allottee fails to take possession of the Said Unit in terms of the Agreement.
- d. **Possession by the Allottee** – After handing over physical possession of the Said Unit to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Common Areas, to the Association or the competent authority, as the case may be, as per the applicable law.

The Promoter shall hand over the necessary documents and plans, including Common Areas, to the Association or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate (as applicable) of the entire Project

- e. **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act.

Provided that where the Allottee(s), proposes to cancel/withdraw his/her Said Unit without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount being 10 % of the Basic Price paid for the allotment as well as ‘Non-Refundable Amount’. Non Refundable Amount shall mean (i)Interest on any overdue payments; and (ii) brokerage paid by the Promoter to the broker in case the booking is made through a broker and (iii) any taxes paid by Promoter to the statutory authorities and (iv) amount of stamp duty and registration charges to be paid on registration of the Agreement, if Agreement to Sale is registered and (vi) administrative charges as per Promoter policy; (vii) any other taxes, charges and fees payable by the Promoter to the government authorities.

The Promoter shall refund the balance amount of money paid by the Allottee from the sale proceeds as and when realized from re-allotment of the Said Unit. In the event Allottee is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall not be responsible in any manner, whatsoever. If, for any reason, the re-allotment or sale realization from such re-

allotment is delayed, the refund to the Allottee shall be accordingly delayed without any claim towards interest/compensation for such delay. The Promoter shall inform the date of re-allotment of the Said Unit & also display this information on official website of UP RERA regarding the date of re-allotment, whenever feasible.

- f. **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him/her 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 or due to non-compliance of the terms and conditions by Allottee, if the Promoter fails to complete or is unable to give offer of possession of the Said Unit (i) in accordance with the terms of the Agreement, duly completed by the date specified in Schedule D; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, to refund the entire amount paid by the Allottee to the Promoter.

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee compensation for every month of delay at the rate of Rs \_\_\_\_\_/- per sq. ft. per month of the carpet area of the Said Unit from the expiry of further extended time (if any), as the case may till the date of written offer of possession of the Said Unit. It is expressly clarified and agreed that (i) no compensation/interest is payable on the amount/s received towards the stamp duty, registration fee, applicable taxes, TDS, deposits, charges, applicable taxes etc. (ii) nothing shall be payable by the Promoter beyond the date of written offer of possession of the Said Unit, for any reason whatsoever, irrespective of the Allottee not taking possession of the Said Unit and (iii) in case of any inconsistency with the terms of Agreement for sale, the provisions of the Act shall prevail.

## 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has clear and marketable title with respect to the Project Land and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authority to carry out development of the Project;
- (iii) There are no encumbrances upon the Project Land/Project;
- (iv) There are no litigation(s) pending before any Court of law or Authority with respect to the Project Land, Project or the Said Unit to the best of the Promoter's knowledge as on the date of this Agreement.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Said Unit 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 Township/ Project, Project Land and Said Unit.

Allottee:

Co-Allottee:

- (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 with any person or party with respect to the Project / Project Land/Said Unit 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 Unit 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 Unit to the Allottee.
- (x) The Said Unit 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 Said Unit.
- (xi) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Unit to the Allottee in the manner contemplated in this Agreement
- (xii) The Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to their competent authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of Said Unit (equipped with all the specifications, amenities and facilities as per this Agreement) has been handed over to the allottees.
- (xiii) To the best of the Promoter's knowledge no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, or notification (including any notice for acquisition or requisition of the Project Land) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

- a. Subject to the Force Majeure clauses or/and default caused by non-compliance of the Agreement by the Allottee, the Promoter shall be considered under a condition of default, in the following events.
  - (i) Promoter fails to offer possession of the ready-to-move in possession of the Said Unit to the Allottee within the time period specified in Schedule D or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority.
  - (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of its registration under the provisions of the Act or the Rules or regulations made there under.
- b. In case of default by Promoter under the conditions listed above in Clause 9a a non-defaulting Allottee is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones for which payment is demanded, and only there after the Allottee be required to make the next payment applicable construction milestone. However, the Allottee shall have the option to terminate the Agreement only incase Promoter fails to offer possession of Said Unit even after lapse of 6 months from the time period as specified in Schedule D.

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement he/she/they shall be paid, by the Promoter, the compensation as mentioned in Clause 7f for every month of delay till offering possession of the Said Unit which shall paid by the Promoter to the Allottee within 45 days of it becoming due.

(ii) In case of Default by Promoter under the condition Clause 9a.ii listed above:

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 Said Unit,;

c. The Allottee shall be considered under a condition of default, on the occurrence of the following events:

(i) In case the Allottees fails to make payment demanded by the Promoter as per the payment plan annexed here to (Schedule F), despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate 10%.

(ii) Allottee commit/s any default and/ or breach of the terms and conditions of the Agreement.

In case of default by Allottee under the condition listed above continuous for a period beyond 60 days despite notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Unit in favor of the Allottee and refund the money paid to him by the Allottee after deducting the booking amount and the Non Refundable Amount (defined above in para 7e) out of the sale proceeds, when realized from the re-allotment of the Said Unit. The Promoter must not be in default to take this benefit. Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior notice to such termination.

#### **TRANSFER/CONVEYANCE OF THE SAID UNIT:**

- i. Subject to the terms of the Agreement and norms of LDA and subject to the Allottee clearing all dues including interest, taxes, levies etc. if any, at any time prior execution of the Conveyance/Sale Deed, the Allottee may transfer or substitute or nominate a third party and may get the name of his/her transferee or nominee substituted in his/her place. The Promoter may permit such transfer/ substitution/ nomination on such conditions as it may deem fit and proper and in accordance with the Applicable Laws, notifications/Governmental directions, guidelines issued by LDA, if any, in this regard. Such transfer/ substitution/ nomination shall be permitted upon payment by the Allottee of such applicable administrative charges (taxes extra) upon the Allottee providing necessary documents for transfer/ substitution/ nomination and on such terms and conditions and guidelines as deemed fit by the Promoter. It is clarified that (i) stamp duty and registration charges as applicable on such transfer substitution/ nomination and (ii) transfer charges, fee etc if any imposed/levied/charged by LDA/Association on such transfer/ substitution/ nomination shall be paid by the Allottee / third party transferee.

- ii. At any time after execution of the Agreement, administrative fees of Rs. 25,000/- (Rupees Twenty Five Thousand only) [taxes extra] or such amount as per prevailing policy of the Promoter shall be payable in case such nomination / transfer is in favour of the spouse or child, parents or brother or sister of the either Allottee and the Allottee shall be solely responsible at the cost for execution/ registration of such documents to effect such transfer post approval of the Promoter. However, for such transfer, the permission from both the Joint Allottee is mandatory.
- iii. The Promoter, on receipt of Total Price of the Said Unit as per Schedule F from the Allottee, shall execute a Sale Deed and convey the title of the Said Unit together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate and the occupancy certificate (if any) as the case may be:

However, in case the Allottee fails to deposit the stamp duty and /or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Conveyance/Sale Deed in his/her favor till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

#### 10. MAINTAINANCE OF THE SAID UNIT/ PROJECT:

- a. The Allottee agrees to form and join an association comprising of the allottees of the Project ("**Association**") for the purpose of management and maintenance of the Project and sign and execute the membership application form and other documents, pay necessary membership fees, legal charges etc. necessary for the formation of and registration of such Association. No objection shall be made by the Allottee/s with respect to the same. The Promoter shall not be liable for any claims or penalties for delay in forming the Association, on account of any delay of the Apartment owners in complying with the above.
- b. The Allottee understand and agree that there is an association of all the allottees of the Township ("**Apex Association**") for maintenance and management of common areas and facilities of the Township. The common areas and facilities of the Township have been handed over to the Apex Association. The Allottee agrees to join (through Association) the Apex Association and the Association shall pay certain common area charges to the Apex Association for maintaining of the common areas and facilities of the Township. The Promoter shall not charge more than the normal maintenance charges from the Allottees. As the Township/Project is developed in phase wise manner, the Promoter will maintain those common areas and facilities which are not complete.
- c. Upon payment of common area maintenance charges (CAM), the Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance by the Association upon the issuance of the completion certificate or occupation certificate (as the case may be).

It is further clarified that maintenance, management and operation of the Common Areas shall be handed over to Association from one year of the date of issuance/application of completion certificate or handing over physical possession of 75% Said Unit in the Project, whichever is earlier. However, if the Association is not formed within one year of occupation certificate/ part occupation certificate/completion certificate/part completion certificate, the Promoter is not bound to maintain the Project beyond the above said period. In case the Association of Allottees fails to take over the

maintenance, management and operation of the Common Areas of the Project, then the Promoter has an option to refund the interest free maintenance security (IFMS) as charged under Schedule F and /or balance maintenance charges to the individual Allottee and the same shall be considered as deemed handover. However if Promoter continues to play the role of facilitator, it will be entitled to collect from the Allottees amount equal to the amount of maintenance disclosed in Schedule F + 10% in lieu of price escalation for the purpose of maintenance for next 1 year and so on. The Promoter will pay the balance available with it against the maintenance charges to Association once it is formed.

- d. The tentative cost of such maintenance has been mentioned in Schedule F. The Promoter shall be entitled to revise the CAM charges from time to time and adjust any defaults in payment of CAM charges from the pool of IFMS paid by all the allottees of the Project. The IFMS pool, net of cumulative defaults, shall be transferred to the Association.

#### **11. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of Promoter as per the Agreement 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 completion/occupancy certificate of Project, whichever is earlier, it shall be the duty of the Promoter to rectify such defect without further charge, within thirty days, and in the event of Promoter failure to rectify such defect within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that, the Promoter shall not be liable for any such structural/ architectural change/defect induced by the allottee(s), by means of his/her negligence or carrying out structural or architectural changes from the original specifications/ design or improper internal maintenance or negligence of other allottee/s.

#### **12. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:**

The Promoter/maintenance agency/association of Allottees shall have rights of unrestricted access of all common areas, garages/ parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/ or maintenance agency to enter into the Said Unit 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.

#### **13. USAGE OF BASEMENT AND SERVICES AREAS:**

The basement(s) and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric substation, transformer, DG set rooms, Underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment(s) etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever other than those earmarked as parking spaces and the said service areas shall be reserved for use by the Association for rendering maintenance services.

**14. GENERAL COMPLIANCE WITH RESPECT TO THE SAID UNIT:**

- a) The Allottee shall, after taking possession, be solely responsible to maintain the Said Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, wherein the Said Unit is located or the Said Unit, 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 authorities or change or alter or make additions to the Said Unit and keep the Said Unit its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- b) The Allottee further undertakes, assures and guarantees that he/she shall not change the color scheme of the outer walls or painting of the exterior balcony or entrance door 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 Unit or place any heavy material or install its/his/her own DG set in the Common Areas. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Said Unit.
- c) The Allottee/s understand and agrees that the Allottee or its nominees/agents/employees etc shall not put up any name or signboard, neon sign, publicity material, goods, merchandise etc on the external façade of the Project or in Common Areas. The signage rights in the Project shall remain with the Promoter which shall be permitting usage/letting out of signage spaces as per its signage policy. The Allottee agrees to follow the signage policy viz-a viz size, design, changes etc of the display.
- d) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition.
- e) The Allottee understands and agrees that the individual connection to the Said Unit from the electricity distribution company is to be directly obtained by him/her/them as per the approved scheme whose cost of taking such electricity connection including the meter cost shall be borne by the Allottee. The Promoter will provide power backup either through diesel generator sets or other forms of power backup supply to be designed and installed on the basis of diversity factor considering group diversity @ 50% i.e. installed capacity will be 50% of total cumulative load. The Allottee agrees to compulsorily subscribe to power backup and to pay power backup charges as per tariff informed from time to time by the Promoter/Maintenance Agency/Association. However, nonpayment of power backup charges shall be deemed to be non-payment of general maintenance charges. If the Promoter is unable to provide power back up due to (i) any reason beyond its control and/or (ii) order/judgement/notification/restriction etc imposed/ordered by any authority/department/court then the Allottee shall in such a circumstance obey such restriction/order/direction without raising any objection/dispute and claim against the Promoter in this regard.
- f) In case the form of power provided by the Promoter goes obsolete than the cost of providing other form shall be proportionately borne and payable by the Allottee . Further, the User/s shall not install his/her/their own generator.

Allottee:

Co-Allottee:

- g) The Township shall always be known as **“Eldeco City”** and the Project shall always be known as **“Eldeco Skywalk”**. These name(s) shall not be changed by anyone including the Allottee or his/her lessees / occupant(s) / transferee(s) / assignee(s) / Association etc. However, the name of the Township/Project may be changed at the sole discretion of the Promoter and the Allottee shall not be entitled to raise any objection/hindrance on the same.

#### **15. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to the Project/Township.

#### **16. 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.

The Promoter shall have right to add further land parcels (**“Additional Area”**) contiguous to the Project/Township as per the applicable norms/applicable laws and Act. It is clarified that the trunk services viz sewer line, water line, STP, drainage, electricity line and roads etc of the Additional Area may be integrated and interlinked with trunk services of the Township/Project. The Allottee/s hereby consent as to the aforesaid integration of the Additional Area as well as integration of its trunk services and further agree not to raise any dispute/claim/objection in this regard in any manner, whatsoever.

#### **17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter execute the Agreement it shall not mortgage or create a charge on the Said Unit and if 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 Allottee who has taken or agreed to take such Said Unit. The Promoter may raise finance for construction or otherwise by mortgaging the un-allotted Said Units in the Project and receivables therefrom.

#### **18. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010).**

The Promoter has assured the Allottees that the Project in its entirety is in accordance with provisions of the U.P Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010, as amended from time to time. The Promoter has shown compliance of various laws/regulations as applicable in Uttar Pradesh.

#### **19. BINDING EFFECT:**

By just forwarding the 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 the Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15(fifteen) days from the date of receipt by the Allottee. Secondly, the Allottee and the Promoter have an

Allottee:

Co-Allottee:



obligation to execute the Agreement for sale and also register the Agreement for sale as per the provision of the relevant laws of the State of Uttar Pradesh.

If the Allottee fails to sign this Agreement, the allotment of the Said Unit shall be deemed cancelled or withdrawn. The Promoter shall refund the amount received from the Allottee up to that date, after deducting the booking amount, which is 10% of the Basic Price.

If the Allottee(s) fails to get the Agreement for sale registered as per intimation by the Promoter, the Allottee shall alone be liable for all the consequences/liabilities on account of not getting the Agreement for sale registered.

## **21. ENTIRE AGREEMENT**

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

## **22. RIGHT TO AMEND**

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

## **23. PROVISIONS OF THE 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 Said Unit and the Project/Township shall equally be applicable to and enforceable against and by any subsequent allottee/s of the Said Unit in case of a transfer, as the said obligations go along with the Said Unit for all intents and purposes.

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

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

## **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

Allottee:

Co-Allottee:

under or the Applicable laws 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 the Agreement it is stipulated that the Allottee has to make any payment in common with other allottee in Project, the same shall be the proportion which the carpet area of the Said Unit bears to the total carpet area of all the units in the Project as the case may be.

## **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 the 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 and after the agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the Agreement shall be registered at the office of the Sub-Registrar at Lucknow. 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:

Mrs. \_\_\_\_\_ & Mr. \_\_\_\_\_  
Address:

M/s ELDECO HOUSING AND INDUSTRIES LIMITED  
Corporate office at 2<sup>nd</sup> Floor, Eldeco Corporate Chamber-I, Vibhuti, (opp. Mandi Parishad), Gomti Nagar,  
Lucknow 226010

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 Speed Post 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.**

Allottee:

Co-Allottee:

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, allotment letter, agreement or any other document signed by the Allottee, in respect of the Said Unit, as the case may be, shall not be prior to the execution and registration of the Agreement for such Said Unit, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made there under.

### 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 there under including other applicable laws of India for the time being in force.

### 33. DISPUTE RESOLUTIONS:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretations, construction 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, as the case may be, through the Conciliation Committee/ Dispute Resolution Forum/Authority or Adjudicating Officer appointed under the Act.

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

#### SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature\_\_\_\_\_

(2) Signature\_\_\_\_\_

Name:

Address:

#### SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter

Signature (Authorized Signatory)\_\_\_\_\_

Ms.

WITNESSES:

(1) On behalf of Allottee(s)\_\_\_\_\_

Signature\_\_\_\_\_

(2) On behalf of Promoter\_\_\_\_\_

Signature\_\_\_\_\_

Allottee:

Co-Allottee:

Name\_\_\_\_\_

Address\_\_\_\_\_

**COO:**\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

**Accounts:**\_\_\_\_\_

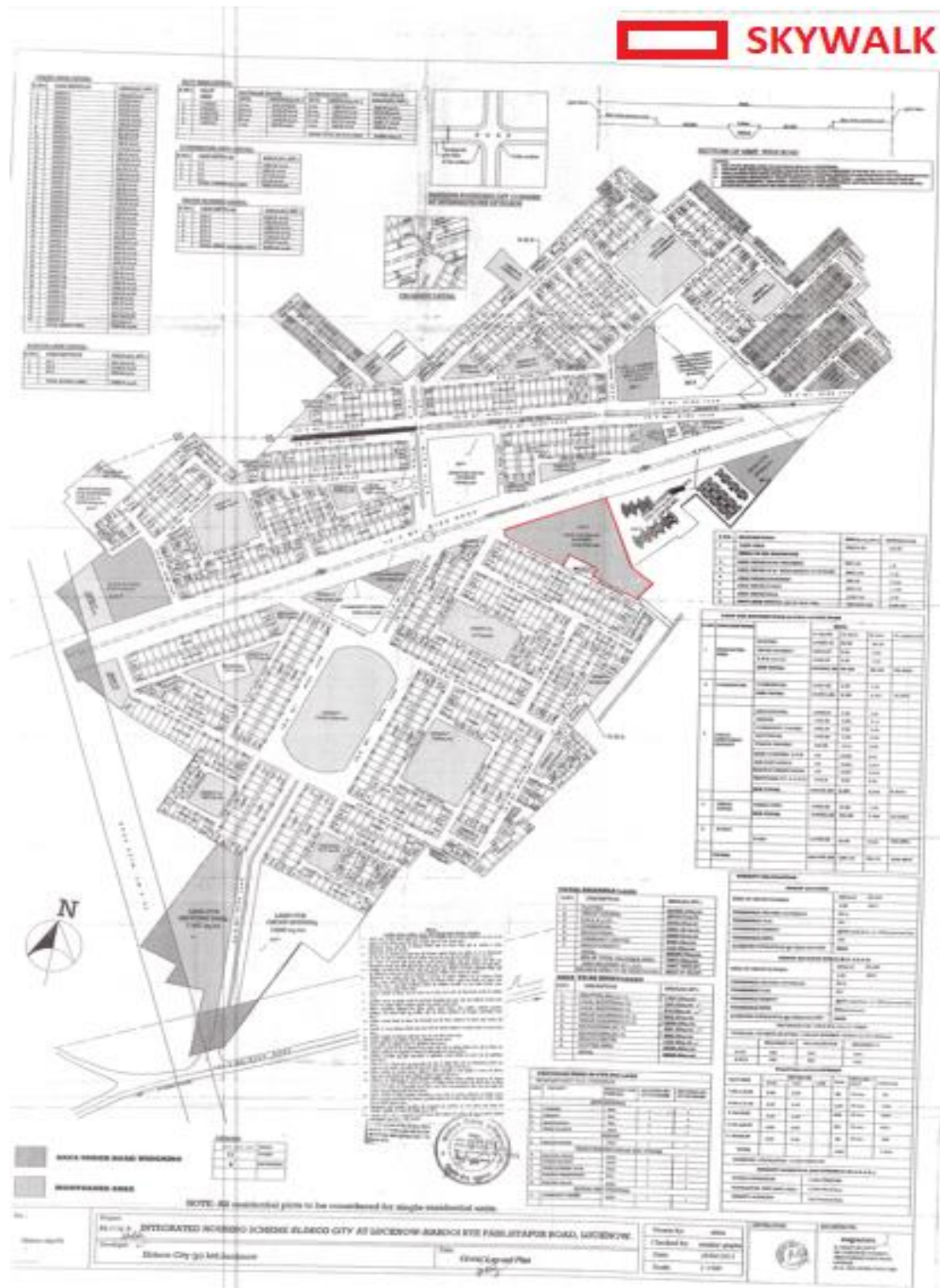
Allottee:

Co-Allottee:

**SCHEDULE A**  
**APPROVED LAYOUT PLAN OF THE PROJECT**



## APPROVED LAYOUT PLAN OF THE TOWNSHIP HIGHLIGHTING THE PROJECT



Allottee:

Co-Allottee:

**SCHEDULE B****DETAILS OF SALE DEED/LEASE DEED OF PROJECT LAND**

S. No.	Khasra No.	Date of Reg.	Book No.	Reg. No.	Jild No.	Pages No.
1	153	25-07-2007	1	7039	6791	269-342
2	156	25-07-2007	1	7039	6791	269-342
3	157	14-08-2006	1	7513	5966	1-226
4	158	14-08-2006	1	7513	5966	1-226
5	155	28-06-2012	1	1	22	155-350
6	165	28-06-2012	1	1	22	155-350
7	171	25-08-2006	1	7900	5994	31-72
8	183	23-01-2009	1	743	8273	29-60

**DETAILS OF CONSORTIUM**

S. No.	Doc Type	Date of Reg.	Book No.	Reg. No.	Jild No.	Pages No.
1	Consortium No. 1	27-10-2006	4	427	232	13-34
2	Consortium No. 2	11-05-2010	4	257	308	347-368

*Note: The Project Land is comprise of land admeasuring 440 sq.mtrs, falling under Khasra No. 155 and 165, which has been leased to Eldeco Housing and Industries Ltd (erstwhile Eldeco City Limited) by Lucknow Development Authority (LDA) vide lease deed dated 28.06.2012 for an initial period of 30 years commencing from 28.06.2012, which is extendable after every 30 years with a maximum term of 90 years. The Promoter will as per the terms of the aforesaid lease deed get the renewal of lease from time to time.*

Allottee:

Co-Allottee:



**SCHEDULE C**  
**List of approvals**

<b>Sr. No.</b>	<b>List of Approvals</b>	<b>Date</b>
1	Construction Permit	
2	Environment Clearance	
3	Pollution NOC	
4	Fire NOC	
5	RERA Registration Number and all RERA details	Registration No. Web link: <a href="http://www.up-rera.in">http://www.up-rera.in</a>

Allottee:

Co-Allottee:



**SCHEDULE D**  
**DETAILS OF THE SAID UNIT**

<b>Details of the Said Unit</b>	<b>Said Unit No.</b>
<b>Built Up area of the Said Unit (in sq. mtr and sq. ft)</b>	____ sq.mt. or ____ sq.ft.
<b>Carpet Area of the Said Unit<sup>1</sup>(in sq. mtr and sq. ft)</b>	____ sq.mt. or ____ sq.ft.
<b>Exclusive Balcony / Verandah Area<sup>2</sup> (in sq. mtr and sq. ft) [if Applicable]</b>	____ sq.mt. or ____ sq.ft.
<b>Exclusive Open Terrace Area<sup>3</sup> /Lawn area(in sq. mtr and sq. ft) [if applicable]</b>	
<b>Source of Booking</b>	Direct <input type="checkbox"/> Channel Partner <input type="checkbox"/> Sub Source:
<b>Real Estate Agent name (if applicable) and RERA Registration no<sup>#</sup></b>	a) Name of Entity:- b) RERA Registration Number
<b>Date of offer of Possession<sup>##</sup></b>	____ months from the date of Allotment
<b>Initial token amount / Application Money</b>	Rs.____/- incl. taxes
<b>Details of payment of Initial token amount</b>	Cheque No.____ dated ____
<b>Payments to be made in favor of</b>	Bank Account Name: Bank Name : Bank Account No. : IFSC code :
<b>Interest for delayed payments</b>	10% p.a

\*Area measurement is approximate and subject to variation.

<sup>1</sup>"Carpet Area" means the net usable floor area of Said Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Said Unit.

<sup>2</sup>"Exclusive Balcony / Verandah Area" means the area of the balcony or verandah (including the area of the wall of the balcony/verandah area), as the case may be, which is appurtenant to the net usable floor area of Said Unit, meant for the exclusive use of the Allottee/s.

<sup>3</sup>"Exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of the Said Unit, meant for the exclusive use of the Allottee/s.

<sup>#</sup> The Promoter shall not be liable to the Allottee/s for any incorrect details, information and representations provided by the Real Estate Agent /Broker/ Channel Partner.

Allottee:

Co-Allottee:

**SCHEDULE E**  
**FLOOR PLAN OF THE SAID UNIT**

Allottee:

Co-Allottee:

## SCHEDULE F

## TOTAL PRICE AND PAYMENT SCHEDULE

<u>Particulars</u>	<u>Amount (in Rs.)</u>
Basic sale price of the Said Unit	Rs./-
Applicable taxes / GST	As per govt. norms
<b>Total Price</b>	<b>Rs. /- *</b>

\*1% TDS to be deposited on every installment if the value of Said Unit exceeds above 50 lacs.

**Maintenance related charges/security/Club /other charges/ to be paid before possession of the Said Unit**

- Interest Free Maintenance Security (IFMS) @ Rs. \_\_\_\_/- of Said Unit.
- 12 Months Advance Maintenance Charges@ Rs. \_\_\_\_/- per sq. ft. /p.m. on Carpet Area of Said Unit.
- Please note that the above indicative maintenance charges has been derived on the basis of cost as on February 2025. However, the final Maintenance charges shall be intimated at the time of offer of Possession of the Said Unit, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI) prevailing at that point of time. The above charges are excluding applicable taxes.
- A Capital City Club has been developed within the Township Club and its membership is optional for the Allottee. If the Allottee chooses to opt for membership, a fee of Rs. 25,000/- is payable towards membership.
- The cost of the Said Unit includes development charges for the proposed multipurpose hall, a prepaid meter connection, and \_\_\_\_ KVA power backup. Any additional power backup requested by the Allottee will be charged separately..
- In terms of Agreement Holding Charges @ Rs. \_\_\_\_/- psft per month of the Carpet Area of the Said Unit (if applicable) and Safeguarding Charges @ Rs. \_\_\_\_/- psft per month of the Carpet Area of Said Unit(if applicable)
- 

**Payment Schedule**

☐ Construction Linked Payment Plan

<u>Payment Plan</u>			
<u>Construction Linked Payment Plan</u>			
<b>Particulars</b>	<b>Due Date</b>	<b>Amount</b>	<b>Taxes</b>
At the time of Booking/Allotment			as per govt. norms

Allottee:

Co-Allottee:

			as per govt. norms
			as per govt. norms
			as per govt. norms
			as per govt. norms
			as per govt. norms
			as per govt. norms
			as per govt. norms
<b>Total</b>			<b>as per govt. norms</b>

☐ **Down Payment Plan**

<b>Down Payment Plan</b>			
<b>Particulars</b>	<b>Due Date</b>	<b>Amount</b>	<b>Taxes</b>
At the time of Booking/Allotment			as per govt. norms
			as per govt. norms
			as per govt. norms
Down Payment Discount	-		as per govt. norms
<b>Total</b>			<b>as per govt. norms</b>

**NOTE:**

1. In the event the Allottee approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest @ 10% per annum from the date such amounts fall due till realization of payments by the Promoter.
2. The Allottee shall pay all charges and expenses including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, with respect to formation/smooth functioning of Association/ Association's membership fees/ Share Money (as the case may be), Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of Sale deed etc.
3. In addition to above, stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Promoter for the execution and registration of the Agreement for Sale and Sale Deed of the Said Unit to Allottee/s and Sale Deed of the Common Areas to Association, shall be payable by the Allottee.
4. The Allottee shall pay interest/ penalty/ loss that may be incurred by the Promoter on account of the Allottee failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
5. The amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demands by statutory authorities and/ or otherwise, such shortfall shall be paid by the Allottee.
6. The Total Price of Said Unit does not include (i) property tax, local body tax, or other taxes, which are leviable or become leviable under the provisions of the applicable laws or any amendments thereto pertaining or relating to the sale of Said Unit (ii) cost of running,

Allottee:

Co-Allottee:

maintenance and operation of Common Area of Said Unit and the common facilities; or (iii) for any rights over areas reserved/ restricted for any other Allottee/ right-holder at the Project; or (iv) for any rights over areas to be transferred by the Promoter to third parties as per applicable laws.

**SCHEDULE G**  
**SPECIFICATIONS**

Allottee:

Co-Allottee:

RESIDENTIAL FINISHING SPECIFICATIONS						
Structure	Flooring	Walls	Ceiling	Doors	Windows	Fixtures / Fittings / Others
LIVING/ DINING/ PASSAGE	Vitrified Tiles	Acrylic Emulsion Paint	Acrylic Emulsion paint /Oil Bound Distemper	Hardwood door frame with Factory made skin doors- Laminated finish OR Skin moulded doors	Anodized aluminum Glazing & Shutters/UPVC shutters & Glazing	
MASTER BEDROOM	Vitrified Tiles	Acrylic Emulsion Paint	Acrylic Emulsion paint /Oil Bound Distemper	Hardwood door frame with Factory made skin doors- Laminated finish OR Skin moulded doors	Anodized aluminum Glazing & Shutters/UPVC shutters & Glazing	
BEDROOMS	Vitrified Tiles	Acrylic Emulsion Paint	Acrylic Emulsion paint /Oil Bound Distemper	Hardwood door frame with Factory made skin doors- Laminated finish OR Skin moulded doors	Anodized aluminum Glazing & Shutters/UPVC shutters & Glazing	
STUDY	Vitrified Tiles	Acrylic Emulsion Paint	Acrylic Emulsion paint /Oil Bound Distemper	Hardwood door frame with Factory made skin doors- Laminated finish OR Skin moulded doors	Anodized aluminum Glazing & Shutters/UPVC shutters & Glazing	
KITCHEN	Vitrified Tiles	Ceramic Tiles upto 600mm above counter with Acrylic Emulsion Paint on remaining area	Acrylic Emulsion paint /Oil Bound Distemper		Anodized aluminum Glazing & Shutters/UPVC shutters & Glazing	SS sink, Granite counter top, CP fittings
TOILETS	Ceramic Tiles	Ceramic Tiles upto false ceiling level	Oil Bound Distemper/ False Ceiling/Acrylic Emulsion paint	Hardwood door frame with Factory made skin doors- Laminated finish OR Skin moulded doors	Anodized aluminum Glazing & Shutters/UPVC shutters & Glazing	Granite counters, White Chinaware , CP Fittings, Provision for Hot & Cold water supply
BALCONY/ TERRACE	Anti Skid Ceramic Tiles	Exterior Emulsion paint	Exterior Emulsion paint			Painted MS railing & handrail
LIFT LOBBIES-TYPICAL LEVEL	Vitrified tile/ Stone	Acrylic Emulsion paint	Acrylic Emulsion paint /Oil Bound Distemper	Hardwood door frame with 2h Fire Resistant Flush Shutter ( Fire doors to be installed only where required as per statutory norms)	Anodized aluminum Glazing & Shutters/UPVC shutters & Glazing	
ENTRANCE LOBBIES	Granite/ Indian Marble/Vitrified tile	Acrylic Emulsion paint/Oil Bound Distemper	Oil Bound Distemper/ Gypsum False Ceiling	Hardwood door frame with 2h Fire Resistant Flush Shutter ( Fire doors to be installed only where required as per statutory norms)	Anodized aluminum Glazing & Shutters/UPVC shutters & Glazing	
STAIRCASES	Vitrified tile /Stone (PESTILE or equivalent)	Acrylic Emulsion paint/Oil Bound Distemper	Acrylic Emulsion paint /Oil Bound Distemper	Hardwood door frame with 2h Fire Resistant Flush Shutter		Enamel painted MS railing & handrail
COMMON AREA AND CORRIDORS	Vitrified Tiles	Acrylic Emulsion paint/Oil Bound Distemper	Acrylic Emulsion paint /Oil Bound Distemper		Anodized aluminum Glazing & Shutters/UPVC shutters & Glazing	
SERVICE ROOMS L.e. Electrical Rm.	IPS Flooring	Acrylic Emulsion paint/Oil Bound Distemper	Oil Bound Distemper	Hardwood door frame with 2h Fire Resistant Flush Shutter ( Fire doors to be installed only where required as per statutory norms)		
CLUB	AS/I.D.	AS/I.D.	AS/I.D.	AS/I.D.	Structural glazing	
CLUB TOILET	AS/I.D.	AS/I.D.	AS/I.D.	AS/I.D.	AS/I.D.	AS/I.D.
EXTERNAL FACADE	External Weather shield superline paint					
	Lighting in Common areas and balconies					

Note: -

Allottee:

Co-Allottee:

1. The Promoter reserves the right to select any of the alternative materials as deemed appropriate, based on availability, quality, or suitability for the Project.
2. The natural stone, where used, may exhibit natural variations in material characteristics, including but not limited to color.
3. Aggregate DG capacity to be provided in the Project shall be calculated on 50% diversity of all committed power backup load.