R.R. Dwellings Pvt. Ltd.

SUSHANT GOLF CITY
HI-TECH TOWNSHIP, LUCKNOW

FLAT BUYER LETTER OF ALLOTMENT
BETWEEN
R.R DWELLINGS PVT. LTD.
AND

....

....

....

....

Sector: .... Flat No.:....................... Size: ....

Celebrity Gardens
APARTMENTS AND PENTHOUSES
SUSHANT GOLF CITY - LUCKNOW

LETTER OF ALLOTMENT

THIS ALLOTMENT is made at ....on this..........day of 200...... between **M/s. R.R. DWELLINGS PVT. LTD.**, a company incorporated under the Companies Act, 1956, having its registered office at First Floor, Raja Ram Kumar Plaza, 75 Hazratganj, Lucknow through its authorized signatory

Shri/Smt ....

D/o/S/o Shri/Smt ....

hereinafter referred to as the **DEVELOPER/Company**, which expression shall include its heirs, executors, administrators, permitted assigns, successors, representatives etc. (unless the subject and context requires otherwise), of the **ONE PART.**

AND

1. Shri/Smt. ....
   S/D/W/o of Shri ....
   Resident of ....

*2. Shri/Smt. ....
   S/D/W/o of Shri ....
   Resident of ....

*3. Shri/Smt. ....
   S/D/W/o of Shri ....
   Resident of ....

*(to be filled up in case of Joint allottee (s)/ Purchaser (s).

(hereinafter referred to as the **ALLOTTEE(S)**, which expression shall include his/her/their heirs, executors, permitted assigns etc. unless the subject or context requires otherwise) of the **OTHER PART.**

WHEREVER the Buyer is a male, female, company, firm, trust, etc., the expressions 'he; him, she, her, himself, herself, it, itself etc. In this Allotment in relation to the ALLOTTEE(S) shall be deemed as modified and read suitably as the context requires.

DEVELOPER/COMPANY ALLOTTEE(S)

WHEREVER there is more than one ALLOTTEE(S) the expression ALLOTTEE(S)/ purchaser(s) in the agreement shall be construed as including each of such ALLOTTEE(S), its heirs, executors, administrators, representatives, assigns etc.

WHEREAS the Housing & Urban Planning Department, Government of Uttar Pradesh keeping in view the mandates of the National and State Housing Policies, announced a policy dated 22.11.2003 to be known as "Hi-Tech Township Policy" to promote and facilitate private sector participation in the development of Hi-Tech Townships with world class infrastructures and for which it invited proposals for development of Hi-Tech Townships in the State of U.P.

AND WHEREAS the High Power Committee constituted by the Government of Uttar Pradesh selected M/S ANSAL PROPERTIES & INFRASTRUCTURE LTD. for the development of Hi-Tech Township on SULTANPUR ROAD, LUCKNOW.

AND WHEREAS a Memorandum of Understanding has been signed between Lucknow Development Authority, Lucknow (the nodal agency) and the M/S ANSAL PROPERTIES & INFRASTRUCTURE LTD. for development of Hi-Tech Township in Lucknow and in furtherance of which the Detailed Project Report (DPR) has been submitted by M/S ANSAL PROPERTIES & INFRASTRUCTURE LTD. which has been approved by the Lucknow Development Authority, Lucknow.

AND WHEREAS the detailed lay out plan of the first phase of the Hi-Tech Township has also been approved by the Lucknow Development Authority, Lucknow and in pursuance to which a DEVELOPER Agreement has been signed between Lucknow Development Authority, Lucknow and M/S ANSAL PROPERTIES & INFRASTRUCTURE LTD.

AND WHEREAS M/S ANSAL PROPERTIES & INFRASTRUCTURE LTD. has shown Group Housing project **Celebrity Garden** as Sector B, Pocket 1, Group Housing 2 as clearly marked in the duly approved layout and have got the detailed layout plan and building plans for this group housing plot of 12.85 Acres in which various building blocks have been proposed and duly approved by LDA vide permit No. 25254 dated 16/1/2009

AND WHEREAS M/S ANSAL PROPERTIES & INFRASTRUCTURE LTD. is the owner and is otherwise well and sufficiently seized and possessed of total buildable area situated as Blocks A,B,C,D,E,L,M,Q & R of **Celebrity Garden** at Sector B, Pocket -1, Group Housing Complex Plot No. 2, Sushant Golf City A Hi-Tech Township at Lucknow in the aforesaid Hi-Tech Township (hereinafter referred to as the **Project Land**)

AND WHEREAS in the terms of the development of Hi-Tech Township on Sultanpur Road at Lucknow and all the permissions and Licenses procured by M/S ANSAL PROPERTIES & INFRASTRUCTURE LTD., the latter has been authorized to transfer the units of different specifications and sizes of the said Group Housing Complex of this Hi-Tech Township.

DEVELOPER/COMPANY ALLOTTEE(S)

In consequence of the company abandoning the scheme, the Company's liability shall be limited to the refund of the amount paid by the ALLOTTEE(S) without any interest. No compensation whatsoever shall be payable.

15. THAT the Apartment ALLOTTEE(S) shall pay the price of the premises on the basis of super area i.e. covered area inclusive of proportionate common areas as determined by the company.

16. THAT the Apartment ALLOTTEE(S) shall reimburse to the Company and pay on demand all taxes, levies or assessments whether levied now or leviable in future on land and / or building of **Celebrity Garden** as the case may be, from the date of booking/allotment. Apportionment of such levies shall be made by the Company or any other agency nominated by the Company as the case may be, and the same shall be conclusive, final and binding upon the Apartment ALLOTTEE(S).

17. THAT after the Apartment ALLOTTEE(S) taking possession of the said premises, the Apartment ALLOTTEE(S) shall have no claim against the Company in respect of any item of work in the said premises which may be alleged not to have been carried out or completed or for any design, specification, building materials used or for any other reason whatsoever and he shall be entitled to the use and occupation of the said premises without any interference but subject to the terms and conditions, stipulations and restrictions contained therein.

18. THAT the Apartment ALLOTTEE(S) agrees and undertakes that he shall after taking possession of the said premises or at any time before or thereafter, have no right to object to the Company constructing or continuing with the construction of the other building(s) adjoining, put up additional floors to the Building, or otherwise in the site earmarked for Group Housing in the said colony.

19. THAT the Apartment ALLOTTEE(S) shall from the date of possession maintain the said premises at his own cost, in a good tenantable and in a good condition and shall not do or suffer to be done anything in or to the said building(s) or the said premises, or the staircases, lifts and lift lobbies, shafts, stilt, basements, compound and common passages which may be against rules or by-laws of the Municipal Authorities, Maintenance Agencies or any other authority nor shall the Apartment ALLOTTEE(S) change alter or make alteration in or to the said premises or the building(s) or any part thereof. The Apartment ALLOTTEE(S) shall be exclusively responsible for any loss or damages arising out of breach of any of these conditions.

20. That the ALLOTTEE(S) is under the obligation to pay the house tax, water tax and other such taxes which will be levied on him by the Local Authority/Body under the then prevailing law and rules of the land, when such maintenance services will be transferred to the Local Authority/Body.

DEVELOPER/COMPANY ALLOTTEE(S)

7. THAT all payments in terms of this Allotment shall be made in favor of M/s R.R. Dwellings Pvt. Ltd. through Cheques & Drafts Payable at Lucknow.

8. THAT the Apartment ALLOTTEE(S) shall not be entitled to get the name(s) of his nominee(s) substituted in his place. The Company, may however, permit such substitution on such terms & conditions including payment of such administrative charges as it may be deemed fit.

9. THAT the Apartment ALLOTTEE(S) has entered into this Allotment with the full knowledge & subject to all the laws, notifications and rules applicable to this area in general and group housing projects in particular which have been disclosed and explained by the Company and understood by the Apartment ALLOTTEE(S).

10. THAT the Apartment ALLOTTEE(S) has fully satisfied himself/herself about the interest and the title of the Company in the said land on which the Apartment as a Group Housing Scheme will be constructed and has understood all limitations and obligations in respect thereof. No more investigation is required by the Apartment ALLOTTEE(S) in this respect.

11. THAT the Apartment ALLOTTEE(S) has accepted the plans, designs, specifications shown to him which are tentative and are kept at the company's Office and unconditionally agrees that Company may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion deemed appropriate and fit or as may be done by an competent authority and the Apartment ALLOTTEE(S) hereby gives his unconditional consent to such variation/addition/alteration /deletion and modification. The Apartment ALLOTTEE(S) has also accepted the specifications and information as to the material to be used and features in the construction of Apartment as set out in the specifications enclosed to this Allotment, which are tentative and the company make such variations and modifications therein, as it may, in its sole discretion, deemed fit and proper or may be done by any Competent Authority and the Apartment ALLOTTEE(S) gives his unconditional consent variations and modifications.

12. THAT the Company shall, under normal conditions, complete the construction of **Celebrity Garden** as per the said plans and specifications seen and accepted by the Apartment ALLOTTEE(S) (with additional floors for Apartment if permissible) with such additions, deletions, alterations, modifications in the layout, building plans, change in number, dimensions, height, size, area or change of entire scheme of company may consider necessary or may be required by any competent authority to be made in them or any of them. To implement all or any of these changes, supplementary sale deed(s)/agreement(s), if necessary will be got executed and registered by the company.

DEVELOPER/COMPANY ALLOTTEE(S)

AND WHEREAS M/s R.R. Dwellings Pvt. Ltd., the DEVELOPER, has purchased from M/S ANSAL PROPERTIES & INFRASTRUCTURE LTD. the total buildable area in **Celebrity Garden** Blocks A,B,C,D,E,L,M,Q & R at Sector B, Pocket -1, Group Housing Complex Plot No. 2, Sushant Golf City A Hi-Tech Township at Lucknow.

AND WHEREAS the DEVELOPER has thus been authorized to allot the units of different specifications and sizes developed/constructed by the DEVELOPER to its ALLOTTEE(S) on its own terms and conditions. The DEVELOPER is also authorized to carry out and complete the internal and external development of various services on its own as per the standard specifications conforming to the government policies and the relevant IS/BIS codes, guidelines and practices on the land owned by the COMPANY/DEVELOPER.

AND WHEREAS the ALLOTTEE(S) after fully satisfying himself with the said facts and rights and title of the Company to make the allotment of the apartment, the subject matter of this Allotment; has applied to the company for allotment of a residential apartment by way of sale in the said Group Housing Complex known as **"Celebrity Garden"** The Unit/Apartment to be constructed thereon will hereinafter be referred to as the Apartment.

AND WHEREAS the DEVELOPER has obtained the sanction of the building plans from the concerned authorities and started/start in due course construction of the Group Housing Complex.

AND WHEREAS the ALLOTTEE(S) vide application dated .... had applied for allotment of a residential apartment/flat by way of sale in the Hi-Tech Township popularly known as "Sushant Golf City" being developed by DEVELOPER/COMPANY who agrees to sell the same to the ALLOTTEE(S) on terms and conditions mentioned in the proceeding paragraphs stated below and onwards:

NOW THIS ALLOTMENT WITNESSETH AS FOLLOWS:

1. That the Company hereby agrees to sell and the Apartment ALLOTTEE(S) hereby agrees to acquire the said premises detailed below at the basic sale price mentioned against it and upon the terms and conditions set out hereunder as mutually agreed by and between the parties hereto.

Apartment Type	No.	Floor	Tower	Super Area Approximately (Sq.mt./Sq.ft.)	Basic Rate Rs.(Sqmt./Sq.ft.)	Total Basic Price

2. (a) THAT the rate mentioned in Clause 1 above is inclusive of the cost of providing electric wiring and switches in the said premises, Electric connection charges will be charged extra and the amount payable will be interalia to cover the cost payable to LESA for the service connections, service lines, sub-station equipment, cost of area under the subject

DEVELOPER/COMPANY ALLOTTEE(S)

If as a result of the above alteration etc., there is either reduction or increase in the super area of said premises or its location, no claim, monetary or otherwise shall be raised or accepted except that the original agreed rate per Sq.Mt./Sq.Ft. and other charges will be applicable for the changed area i.e. at the same rate at which the Apartment was registered/booked or as the Company may decide and as a consequence of such reduction or increase in the super area, the Company shall be liable to refund without interest only the extra basic price and other pro-rata charges recovered or shall be entitled to recover the additional basic and other proportionate charges without interest as the case may be. If for any reason the Company is not in a position to allot the property applied for the Company, at its sole discretion, shall consider for any alternative property or refund property or refund the amount deposited with simple interest @ 10% per annum.

13. THAT the Company shall endeavor to offer possession of Apartment to the Apartment ALLOTTEE(S) within .... Months from the date of booking of flat subject to force majeure circumstances and on receipt of complete payment of the basic sale price and other charges due and payable upto the date of possession according to the payment plan applicable to ALLOTTEE(S) punctually and after execution and registration of the sale deed. The Company on completion of the construction shall issue final call notice to the Apartment ALLOTTEE(S) who shall within 30 days thereof, remit all dues and take possession of the Apartment. In the event of his failure to take possession, for any reason whatsoever, he shall deemed to have taken possession of the allotted Apartment from the date the same has been offered, for purpose of payment of maintenance charges or any other levies on account of the allotted unit, but the actual physical possession shall be given on payment of all upto date outstanding payments as demanded by the company.

14. THAT if the construction of the premises is delayed due to force majeure circumstances which interalia include delay on account of non-availability of steel and or cement or other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency, civil commotion, or by reason or war or enemy action or earthquake or any act of God, delay in certain decision/clearances from statutory body, or if non-delivery of possession is as a result of any notice, order, or for any other reason beyond the control of the company then in any of the aforesaid event, the Company shall be entitled to a reasonable corresponding extension of the time of delivery of the said premises on account of the force majeure circumstances.

The Company as a result of such a contingency arising, reserves the right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the Company, so warrant, the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever shall be claimed by the ALLOTTEE(S) for the period of delay/suspension of the scheme.

DEVELOPER/COMPANY ALLOTTEE(S)

21. That the ALLOTTEE(S) shall get his complete address registered with the DEVELOPER / COMPANY at the time of booking and it shall be his/her/their sole responsibility to inform the DEVELOPER / COMPANY by registered letter about all subsequent changes, if any, in his/her/their address(es), failing which all demand notices, letter posted and correspondences made at the last recorded address available with the DEVELOPER/COMPANY shall be deemed to have been received by his/her/their at the time when those should ordinarily reach such address and the ALLOTTEE(S) shall be responsible for any default in payment and other consequences that might occur there from. Any change in the address shall be supported with relevant documentary evidence.

22. That all letters, receipts and/or notices issued by the DEVELOPER/COMPANY or its appointed Maintenance Agency and dispatched under a certificate of posting or courier to the last address known to it of the ALLOTTEE(S) shall be sufficient proof of receipt of the same by the ALLOTTEE(S) and shall fully and effectually discharge the DEVELOPER/COMPANY or its nominee.

23. That the transfer of the Apartment including rights as ALLOTTEE(S) herein, will be at the sole discretion of the DEVELOPER/COMPANY and will need its prior written approval and will be permitted only if the law of the land permits such transfer. Administrative charges as prescribed by the DEVELOPER/COMPANY from time to time will be paid by the transferor, at the time of transfer. Any change in the name of the ALLOTTEE(S) (including addition/deletion) as registered with the DEVELOPER/COMPANY will be deemed as transfer for the purpose. The administrative charges for the transfer of the flat amongst family members (husband/wife and own children/mother/father and brother/sister) will be 25% of the normal administrative charges. Claims, if any, between transferor and transferee as a result of subsequent reduction/increase in the area of the apartment or its location will be settled between themselves i.e., transferor and transferee and the DEVELOPER/COMPANY will not be a part to it.

24. That in case of death of the ALLOTTEE(S), the allotted property would be transferred to the legal heir of the ALLOTTEE(S) on submission of the required documents.

25. That the Apartment ALLOTTEE(S) shall not use the said premises or permit the same to be used for purpose other than the purpose sanctioned as per Govt. Regulations or as may be earmarked in the zoning/building plans sanctioned by the competent authority or use for any purpose which may or is likely to cause nuisance or annoyance to occupiers of Celebrity Garden or for any legal or immoral purposes, and shall not do or suffer anything to be done in or about the said premises which tend to cause damage to any flooring or ceiling of any premises above, below or in any manner interfere with the use thereof or of space, passages or amenities available for common use. The Apartment ALLOTTEE(S) shall not use the premises for any activity commercial or otherwise except for residential purpose only.

DEVELOPER/COMPANY ALLOTTEE(S)

installation and security deposit etc. Apartment ALLOTTEE(S) will be required to pay the charges pro-rata basis per Sq.Ft. as and when demanded by the Company. The expenses will be charged in proportion to the area of Apartment.

(b) (i) The Fire Fighting Equipment and Fire Prevention Measures which are required within the Apartment and which become necessary on account of any interior decoration/partition or heat load created by the Apartment ALLOTTEE(S) shall be installed by the Apartment ALLOTTEE(S) himself/herself at his/her own cost and he/she will obtain necessary permission in this regard from the concerned authority/authorities.

ii. That Fire Safety Measures are to be provided as per the existing Fire Safety Code/ Regulations. If due to subsequent Legislation/Government orders or directives or guidelines or if deemed necessary by the Company, any further fire safety measures are undertaken, the proportionate charges in respect thereof shall also be payable on demand by the Apartment ALLOTTEE(S).

iii. That there is mandatory provision of allotment of at least one Car Park Bay along with one apartment in the proposed Group Housing Complex and Company has allotted One Car Park Bay to the ALLOTTEE(S) (s) as such the ALLOTTEE(S) (s) has agreed to pay to the company an amount of Rs............................. towards sale consideration of said car park bay in the manner as agreed per schedule II of payment plan.

iv. Other charges as per summary of dues as contained in enclosed Schedule of Payment shall be payable by the Apartment ALLOTTEE(S).

3. THAT the Apartment ALLOTTEE(S) shall not have any right, title or interest in the common area, except as provided hereunder. It is, however, agreed that if the maintenance and replacement charges are paid regularly, as provided in these presents, the Apartment ALLOTTEE(S) or anyone else lawfully claiming under him/her, shall have the right to use of common facilities. In default of such payments, it shall not be open to the Apartment ALLOTTEE(S) (s) to claim any right of use of common facilities, for none has been agreed to be transferred by these presents. Similarly, if the Apartment ALLOTTEE(S) commits any breach of any of the covenants herein, no right of use of facilities shall be permitted until the breach is rectified. In case of any default committed, subsequently the ALLOTTEE(S) shall dis-entitle himself/herself from availing the said facilities thereafter.

4. Any increase/decrease/any fresh levy imposed by Government/Semi Government Body hereafter shall be to the account of Apartment ALLOTTEE(S) on pro-rata basis who shall pay the same to the Company on demand. Provision to this effect shall be incorporated in the sale/conveyance deed to

DEVELOPER/COMPANY ALLOTTEE(S)

34. That the said premises hereby allotted form part of Group Housing Scheme **Celebrity Garden.** It is in the interest of all the Apartment ALLOTTEE(S)/Occupiers that safeguards be provided to prevent entry of unauthorized person(s) into the said Complex. To give an effective hand to the Company/Maintenance Agency to deal with such Unlawful entrants/loiters/peddlers etc. & also to enable the Company/Maintenance agency in particular and owners/lawful occupants of the various premises in general to deal more effectively with the security of the said Complex and maintenance of order therein, the entry be regulated. For this the Maintenance Agency shall be free to restrict the entry of anyone into the **Celebrity Garden** whom it considers undesirable at the outer gate itself unless the ALLOTTEE(S) himself gives permission to allow anyone to enter or escort them out as well. The security services will be without any liability of any kind upon the Company/Maintenance Agency. Security costs will be part of the Maintenance Charges.

35. That the Apartment ALLOTTEE(S) shall pay, as and when demanded by the Company, the stamp duty applicable as per the provisions of law of the state, registration charges and other incidental and legal expenses for execution and registration of sale deed in his favour, which shall be executed and got registered after receipt of the full price, other dues etc and the said charges and expenses from the Apartment ALLOTTEE(S) in respect of the said premises. The sale deed shall be executed and got registered in favour of the ALLOTTEE(S) within the reasonable time after the final construction at the site and on receipt of all dues before the handing over the physical possessions of the said flat.

36. The Company shall have the first lien and charge on the said Apartment for all its dues and other charges payable by the Apartment ALLOTTEE(S) to the Company.

37. Unless a Conveyance deed is executed and registered, the Company shall for all intents and purposes continue to be the owner of the land and also the construction thereon and the Allotment shall not give to the ALLOTTEE(S) any right or title or interest therein, except that all taxes and levies shall be paid by the ALLOTTEE(S) as stated hereinbefore.

38. The Apartment ALLOTTEE(S) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the Apartments, Storage Spaces, Car Parking Spaces, Other Common areas, facilities and amenities.

39. That in case there are joint ALLOTTEE(S), all communication shall be sent by the Company to the Apartment ALLOTTEE(S) whose name appears first and at the address given by him which shall for all purpose be considered as served on all the ALLOTTEE(S) and no separate communication shall be necessary to the other named Apartment ALLOTTEE(S). The ALLOTTEE(S) has agreed to this condition

DEVELOPER/COMPANY ALLOTTEE(S)

26. That the Apartment ALLOTTEE(S) shall not put up any name or sign board, neon sign, publicity or advertisement material, hanging of clothes etc. on the external facade of the Building or anywhere on the exterior of the Building or common areas and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation, architectural features and design.

27. That except for the areas herein allotted and the necessary easementary rights pertaining thereto, all the common areas and the facilities and the residuary rights in the proposed building(s) shall continue to vest in the Company till such time as the same or a part thereof is allotted, sold or otherwise transferred to any particular ALLOTTEE(S) or to any Association.

The Apartment ALLOTTEE(S) unconditionally agrees that in case during the course of construction and/or after the completion of the Building(s), further construction on the plot or the building becomes possible, the Company shall have the sole right to take up or complete such further construction as belonging to the Company notwithstanding the designation and allotment of any Common Areas as Limited Common Areas or otherwise. It is agreed that in such a situation the proportionate share of the Company in the Common Areas and Facilities and Limited Common Areas Facilities shall stand varied accordingly. Money charged for those areas will be refunded.

28. That it is mutually agreed that save and except in respect of the said premises hereby agreed to be acquired by the Apartment ALLOTTEE(S), he shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress over in respect of land, open spaces and all or any of the common areas such as lobbies, staircase, lifts, corridors, which shall remain the property of the Company.

29. THAT IT IS CLEARLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERE TO that the Company shall have unqualified and unfettered right to sell to anyone of their choice, the terrace above the top floor of Apartment building(s) subject to the necessary means of access to be permitted for such purposes so as to reach the water tank and lift room of the building(s). The purchasers of such terraces shall be entitled to make use of the same for such purposes, as may be permitted by the Company.

30. That at present, there is no subsisting notification or order of the State Government or any other Government or Local Authority regarding acquisition or requisition or otherwise for taking over of the area in which the unit is located. In case any such development takes place hereafter, the same shall be at the cost and risk of the ALLOTTEE(S), who will be bound to carry out and implement all the terms of this Allotment including payment of the outstanding installment(s) and will also thereafter be entitled to receive the compensation paid from the Government/Authority in respect of the unit. The Company will not be responsible in any manner whatsoever on account of any such development.

DEVELOPER/COMPANY ALLOTTEE(S)

31. That the Company has the right to raise the finance from Bank/Financial Institution/Body Corporate and for this purpose create equitable mortgage (mortgage by deposit of title deed) of the project land in favour of one or more such institutions and for creation of such a charge the ALLOTTEE(S) shall have no objection during the development of the project. Notwithstanding the foregoing, the Company shall ensure to have any such charge, if created, cleared and vacated before the conveyance of title in favour of the ALLOTTEE(S)

32. That the Company shall have the right to recover any increased amount of compensation payable to Lucknow Development Authority or any other authorities in future on account of decisions of Courts/Tribunals for the land acquired/resumed and Transferred to the Company by the State Government Lucknow Development Authority and the same shall be recoverable from the ALLOTTEE(S) of the apartment as and when intimated to them. This amount shall also include the cost of litigation incurred by the Company and/or Lucknow Development Authority. That if any major city level infrastructure charges (such as embankment, ring road, flyover, metro etc. is provided by the Lucknow Development Authority, U.P. State Electricity Board or any other authority(ies) of the Central Government/State Government during the project period, consequent to which the proposed township will be directly or indirectly benefited), they are levied on the Company, ALLOTTEE(S) shall pay proportionate charges of such infrastructure on pro-rata basis to the Company, as and when demanded by the Company.

33. That the Company shall look after the maintenance and upkeep of the Common areas and facilities until these are handed over to some corporate body or other agency appointed by the Company for maintenance, upkeep, repairs, security etc. of the building(s) including the landscaping and common area. The Apartment ALLOTTEE(S) unconditionally agrees and consents to the said Allotment and he/she/it shall pay interest free security deposit and maintenance charges as determined by the Company or its appointed maintenance agency from time to time depending upon the maintenance cost. In addition to maintenance charges, there will be contribution to the Replacement Fund etc. Any delay in payments will make the ALLOTTEE(S) liable for interest @ 24% per annum. The ALLOTTEE(S) further unconditionally agrees that in the event of non-payment of any of the charges within the specified time shall also disentitle the Apartment ALLOTTEE(S) to the enjoyment of common services including lifts, electricity, water etc. and the Maintenance Agency shall be free to discontinue / disconnect the said services. The ALLOTTEE(S) also undertakes and agrees to execute a separate Allotment with the maintenance agency, the format of which has been seen and approved by the ALLOTTEE(S)

DEVELOPER/COMPANY ALLOTTEE(S)

be executed by the Company in favour of the ALLOTTEE(S) which shall be binding upon the Apartment ALLOTTEE(S)

5. (a) That the Apartment ALLOTTEE(S) has already paid a sum of Rs.................................. (Rupees ....) of the basic sale price of Apartment at the time of booking for the purchase of the said premises, the receipt of which the Company hereby acknowledges and the Apartment ALLOTTEE(S) agrees to pay the remaining sale price and all other charges as described in Schedule of Payment/ II annexed to this Allotment and in the manner indicated therein. Apartment ALLOTTEE(S) has agreed that the Company is under no obligation to send demands/reminders for payments. The timely payment of installments is the essence of the contract.

(b) The Company and the Apartment ALLOTTEE(S) hereby agrees that the amounts paid to the former by the latter with application and in installments as the case may be to the extent of.........% of the basic sale price of the Apartment, will collectively constitute the earnest money. This earnest money shall stand forfeited in case of delay in payment of installments and cancellation of Allotment as well as non-fulfillment of the terms & conditions of this Allotment.

(c) That it is clearly understood and agreed by the ALLOTTEE(S) that the Apartment ALLOTTEE(S) shall be a member of club and he shall pay to M/S ANSAL PROPERTIES & INFRASTRUCTURE LTD. an amount of Rs.50,000/- as Club Membership Registration fee at the time of allotment and in the manner as per schedule of payment II in the Allotment. Apart from the said club membership registration fee it is also agreed that the ALLOTTEE(S) shall pay membership subscription charge to the company or its nominated agency to be determined by the Company or its nominated agency who will run, maintain and administer the club.

6. THAT the time of punctual of installments as contained/stipulated in Schedule of payments and applicable stamp duty, registration fee and other charges payable under the Allotment is the essence of this contract. It shall be incumbent on the Apartment ALLOTTEE(S) to comply with the terms of payment and other terms & conditions of sale, failing which the entire amount of earnest money deposited by him shall be liable to forfeiture and the Allotment of sale shall stand cancelled and the ALLOTTEE(S) shall be left with no lien on the said premises. The company shall thereafter be free to deal with the said premises in any manner, whatsoever, at its sole discretion. The amount(s), if any, paid over and above the earnest money shall be refunded to the Apartment ALLOTTEE(S) by the Company without any interest. In exceptional circumstances, the Company may at its sole discretion condone the delay in payments by charging a minimum interest @ 18% per annum of the amount outstanding, but shall not be bound to do so.

DEVELOPER/COMPANY ALLOTTEE(S)

47. That it is agreed that courts at Lucknow alone shall have jurisdiction for adjudication of all matters arising out or in connection with this Allotment.

IN WITNESS of the above, the parties hereto have set their hands to this Allotment on the day, month and year first above written in the presence of witness.

WITNESSES:

For R. R. DWELLINGS PVT. LTD.,

1. **(AUTHORIZED SIGNATORY)**

2. **ALLOTTEE(S)**

DEVELOPER/COMPANY ALLOTTEE(S)

of the Company. It shall be the responsibility of the Apartment ALLOTTEE(S) to inform the company by a Registered (A.D.)/Courier letter about all subsequent changes, if any, in his address, failing which all communications and letters posted at the first Registered address will be deemed to have been received by him at the time when those would ordinarily reach at such address and the ALLOTTEE(S) shall be fully liable for any default in payment and other consequences that may occur there from.

40. That the Apartment ALLOTTEE(S), if a resident outside India, shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1997 and other applicable laws including that of remittances of payment(s) and for acquisition of the immovable property in India. A declaration to that effect will have to be furnished by him.

41. That, if the Apartment ALLOTTEE(S) has to pay commission or brokerage to any person for services rendered by such person to him whether in India or outside India for acquiring the said premises for the Apartment ALLOTTEE(S), the Company shall in no way whatsoever be responsible there for and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Company for the said premises.

42. That the construction of **Celebrity Garden** will conform to the Specifications enclosed to this Allotment subject however, to variation/modification as approved by the appropriate authority.

43. That the Apartment ALLOTTEE(S) shall abide by all Laws, Rules and Regulations of the Central Government/State Government/Lucknow Development Authority/Nagar Nigam Lucknow/Local Bodies and shall exclusively be responsible/liable for all defaults, violation or breach of any of the conditions, levies or Rules and Regulations as may be applicable.

44. That the ALLOTTEE(S) undertakes to join in the execution of such documents and applications as may be required to obtain various permission from the Income tax and other authorities to facilitate the registration of the sale deed in his favour, failing which the ALLOTTEE(S) shall be liable for all consequences arising from failure or neglect on the part of the ALLOTTEE(S) to do so.

45. That it is expressly agreed between the parties that the ALLOTTEE(S) shall not be entitled to assail this Allotment on the ground of want of mutuality even if any stipulations herein are held to be lacking mutuality.

46. That as already stated, all costs of stamp duty, registration fee and all other miscellaneous/incidental expenses for registration of the sale deed shall be borne exclusively by the ALLOTTEE(S)

DEVELOPER/COMPANY ALLOTTEE(S)

SCHEDULE - 1
SPECIFICATIONS

STRUCTURE	Framed Structure confirming to BIS seismic codes with block masonry filler walls
FLOOR FINISHES	
Living/Dining	Vitrified Tiles / Marble Floor
Bedrooms	Laminated Wooden Flooring / Ceramic Tiles.
Stairs	Stone Flooring on Treads
Balconies	Non-skid Ceramic Tiles
TOILETS	
Flooring	Non-skid Ceramic Tiles / Porcelain Tiles
Walls	Tiles as per architectural design
Chinaware	European Type W/C, Wash hand Basin, Single Lever CP Fittings
Counter	Marble / Granite Counter
Water Supply	Provision for hot and cold water supply
Other Fixtures	Looking Mirror, Towel Ring/Rod, Paper Holder, Soap Dish and Health Faucet, Glass Partition in Bathing Area of Master Bedroom Toilet
KITCHEN	
Flooring	Non-skid Ceramic Tiles or equivalent
Dado	Ceramic Tiles Cladding on Walls as per Architectural Design
Counter	Granite
Cabinets	Modular Kitchen Cabinets with Chimney & Hub
Water Supply	Provision for Hot and Cold Water Supply
Fittings	Single Lever CP Fittings with Mixers
Sink	Stainless Sink with Drain Board
JOINERY	
Windows	UPVC / Anodized Aluminium with Float Glass
Doors	Machine made Moulded Door Shutter with S.S. Fittings. Main Entrance Door shall be a Security Door.
Internal	Drawing and Dining Rooms / Bedrooms walls shall be finished with Plastic Emulsion Paint as per design.
External	Pleasing elevation with Semi-Permanent Finish / All Weather Exterior Paints.
OTHER FEATURES	
Electrical	Copper Wiring in conduits with Modular Switches
Telecommunication	Provision of Telephone Points in Drawing Room, Dining Room and all Bedrooms
	Provision of TV Aerial Points in Drawing Room/Lobby and all Bedrooms
OTHERS	Videophone at Main Entrance Door
	25 ltr. Capacity Geysers in all bathrooms
	15 ltr. Capacity Geysers in Kitchen
	Exhaust Fans in all Bathrooms shall be provided
	Water Purifier with 10 ltr/hr. capacity in Kitchen

13)	On Completion of Masionary Work 05% of BCP +20% of EDC		Rs. ....
14)	On Completion of Internal Plaster/Plumbing Wiring Works 05% of BCP +20% of EDC		Rs. ....
15)	On Completion of Flooring / Tiles / Door / Windows 05% of BCP +20% of EDC		Rs. ....
16)	On Offer of Possession	05% of BCP+ECC+Other Charges	Rs. ....

C) *Time Linked Interest Free Installment Plan*

1)	At the time of Booking	5% of BCP	Rs. ....
2)	Within 45 days from the Date of Booking	10% of BCP	Rs. ....
3)	In .... Equal Monthly Installments 80% of BCP+100% of Parking+100% of EDC		Rs. ....
4)	On Offer of Possession	05% of BCP+ECC+Other Charges	Rs. ....

Payment Schedule for Club Membership*

1)	Within 14 months from the Date of Booking	50%	Rs. ....
2)	Within 18 months from the Date of Booking	50%	Rs. ....

Payment Schedule for Interest Free Maintenance Security*

1)	At the time of Offer of Possession @ Rs. 25/- per sq.ft.	100%	Rs. ....

* Applicable for all Plans A, B and C. Payments for Club Membership and Interest Free Maintenance Security to be made in favour of M/s Ansal Properties & Infrastructure Ltd.

DEVELOPER/COMPANY ALLOTTEE(S)

ENDORSEMENT 1

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

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

TRANSFEROR (S) TRANSFEREE (S)

The above transfer is hereby confirmed

For R R DWELLINGS PVT. LTD.

(AUTHORISED SIGNATORY)

ENDORSEMENT 2

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

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

TRANSFEROR (S) TRANSFEREE (S)

The above transfer is hereby confirmed.

For R R DWELLINGS PVT. LTD.

(AUTHORISED SIGNATORY)

ENDORSEMENT 3

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

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

TRANSFEROR (S) TRANSFEREE (S)

The above transfer is hereby confirmed.

For R R DWELLINGS PVT. LTD.

(AUTHORISED SIGNATORY)

R.R. Dwellings Pvt. Ltd.
A TIRATH-PEEKAY VENTURE

Ground Floor, Raja Ram Kumar Plaza,
75, Hazratganj, Lucknow-226 001
Phone: 91-522-3919318, 3919319, 2615316

SCHEDULE-II
SCHEDULE OF PAYMENT

A) Down Payment Plan

1)	At the time of Booking	5% of BCP	Rs. ....
2)	Within 45 Days from the Date of Booking 90% of BCP+75% of Parking +75% of EDC + ECC		Rs. ....
3)	On Offer of Possession 5% of BCP+25% of Parking + 25% EDC + ECC		Rs. ....

B) Construction Linked Interest Free Installment Plan

1)	At the time of Booking	5% of BCP	Rs. ....
2)	Within 45 days from the Date of Booking	10% of BCP	Rs. ....
3)	On Start of Basement of Tower 7.5% of BCP+20% of Parking		Rs. ....
4)	On Start of Ground Floor of Tower 7.5% of BCP + 20% of Parking		Rs. ....
5)	On Start of First Floor of Tower 7.5% of BCP + 10% of Parking		Rs. ....
6)	On Start of Second Floor of Tower 7.5% of BCP + 10% of Parking		Rs. ....
7)	On Start of Third Floor of Tower 7.5% of BCP + 10% of Parking		Rs. ....
8)	On Start of Fourth Floor of Tower 7.5% of BCP+ 10% of Parking		Rs. ....
9)	On Start of Fifth Floor of Tower 05% of BCP + 10% of Parking		Rs. ....
10)	On Start of Sixth Floor of Tower 05% of BCP + 10% of Parking		Rs. ....
11)	On Start of Seventh Floor of Tower 05% of BCP +20% of EDC		Rs. ....
12)	On Start of Eight Floor of Tower 05% of BCP +20% of EDC		Rs. ....

DEVELOPER/COMPANY ALLOTTEE(S)