

Sale Consideration	- Rs.-/
Advance Money	- Rs.-/
Stamp Duty	- Rs.-/
Ward	- Ahmamau

Brief Description of Agreement for Sale

- | | | | |
|-----|--|---|---|
| 1. | Type of Property | - | Commercial/Institutional |
| 2. | Ward | - | Ahmamau |
| 3. | Mohalla | - | Sector-7, Gomti Nagar Extension, Lucknow |
| 4. | Details of Property | - | Office/Service Apartment/Shop No....., Floor,.....
Type-....., building/block/tower no. "7 th Avenue"
Constructed on Tower 3 at Paarth Nu, Situated at Sector-7,
GomtiNagar Extension, Lucknow |
| 5. | Unit of measurement | - | Sq.mt. |
| 6. | Position of the Road | - | Away from Shaheed Path & Sultanpur Road |
| 7. | Other details | - | Situated at 45mtr. road |
| 8. | Type of Property | - | |
| | (Office/Service Apartment/Shop No) | | |
| 9. | Super Area | - | Sq.mt. |
| 10. | Total Covered Area | - | Sq.mt. |
| 11. | Carpet Area | - |Sq.mt. |
| 12. | <u>Boundaries of Flat</u> | | |
| | East | - | |
| | West | - | |
| | North | - | |
| | South | - | |
| 13. | <u>BOUNDRIES OF THE ENTIRE BUILDING</u> | | |
| | EAST | : | |
| | WEST | : | |
| | NORTH | : | |
| | SOUTH | : | |

AGREEMENT TO SALE WITHOUT POSSESSION

This Agreement to Sale Without Possession ("**Agreement**") executed on this _____ day of _____,

By and Between

M/S TULIP HOUSING, a partnership firm registered under the Indian Partnership Act, 1936 having its registered office at LGF-2A/5 Gokhale Marg, Lucknow-226001 (PAN.....); The partnership firm known as FIRST PART, represented by its Partner and authorized signatory Sri. AJENDRA KUMAR RASTOGI Son of Late Sri. Moti Lal Banker (Aadhar no.724939332976) Authorized vide resolution dated herein after referred to as the "**Promoter/Vendor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their, executors and administrators and his/her/their assignees); of the **First Part**

AND

Mr. / Ms. _____, (Aadhar no. _____) son of _____, aged about _____, residing at _____, _____ (PAN _____), hereinafter called the "**Allottee/Vendee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **Second Part**

The Promoter/Vendor and Allottee/Vendee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Promoter is the absolute and lawful owner and in possession of commercial/institutional undivided share of land at Paarth Nu, admeasuring 3954.65 sq. mtr., Situated at- Sector-7, Gomti Nagar Extension, Lucknow (hereinafter referred to as the "**Said Land**"). The said land was allotted by the Paarth Infrabuild Pvt. Ltd. Lucknow

(hereinafter referred to as the “**Principal Developer**”) vide allotment letter (hereinafter referred to as the “**Letter**”) to the Promoter and the Principal Developer has executed a registered agreement to sale on 31.03.2019 in respect of said land in favour of the Promoter which deed is duly admitted and registered in Book-1, Volume-1680, Pages-131 to 166, Serial No. 8724, on 31.03.2019 in the office of Sub-Registrar-(Sarojini Nagar), Lucknow.

- B. The Said Land is earmarked for the purpose of building a commercial project, comprising Double Basement, Ground plus 16 multi-storeyed commercial building and the said project shall be known as “**7th Avenue**”;
- C. 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 Said Land on which Project is to be constructed have been completed;
- D. The Authority i.e. Lucknow Development Authority, Lucknow has granted the commencement certificate to develop the Project *vide* approval dated 21.09.2015 bearing letter no. NR-203/EE-3/HSG/2013 to the Principal Developer, who transferred its right to the Promoter vide the registered agreement dated 31.03.2019
- E. The Principal Developer has obtained the final layout plan approvals for the Project from Authority i.e. Lucknow Development Authority. The Promoter shall be making the development in accordance with the said layout plan and shall not make any changes to these layout plans except in strict compliance with section 14 of the Real Estate {Regulation and Development} Act 2016 and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Lucknow, Uttar Pradesh Vide registration no.....;
- G. Now, the Allottee has/have approached the Promoter to purchase a shop/office/service apartment (“**unit**”) in the Project and demanded the Promoter for inspection of the site, tentative plans, ownership record and other document relating to the title, competency and all the other documents pertaining to the said Land and the Project, which has been provided to the Allotees on demand of the Allotees, by the Developer.
- H. The Allottee has/have after fully satisfying themselves/himself/herself applied for an Unit in the Project *vide* application no. _____ dated _____ and has

been allotted Office/Shop/Service Apartment no. _____ having Carpet area of _____ square feet, Covered Area _____ square feet and Super Area _____ square feet, type _____, on _____ floor in [tower/block/building] no. _____ (“Building”) and undivided proportionate share in the land.

- I. The Allottee has/have acknowledge the Promoter has readily provided all information, clarifications, etc., as required by them and that the Allottee has relied solely on his/her/own judgments and investigations while deciding to execute this Agreement.
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- L. The Parties, relying on the declarations/ confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations in letter and in spirit as contained in this Agreement and all applicable laws, the parties are now willing to enter into this Agreement alongwith annexures/exhibits/ schedules on the terms and conditions appearing in this Agreement;
- M. This agreement is being entered in pursuance of the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Allottee/Buyer acknowledged the details of the Project specifications and time of completion etc. understood and agrees that the same is/shall be in accordance with the declarations and terms of registration and any modifications are/shall be accordingly are/shall be always accepted and stand consented and approved by the Buyer/Allottee irrevocably.
- N. 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 Shop/Office/Service Apartment as specified in para I;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the unit as specified in para I;

That the detail of the subject Unit allotted to the Allottee are as under:

Unit No.	
Type	
Tower/Block/Building No.	
Floor	
Carpet area in Sq. Ft.	
Covered Area in Sq. Ft.	
Super Area in Sq. Ft.	
Any Other Information	

- 1.2 The Total Price for the Unit based on the carpet area is Rs. _____ (Rupees

_____ only including others charges except taxes
("Total Price")

OR

That the sale consideration for the aforesaid Unit is Rupees.....(Total amount+GST) (RupeesOnly)

Particulars	Price (Rs.)	GST (Rs.)	Total (Rs.)
Basic sale Price			
Plc			
Additional Power Back-up Charges			
EDC,EEC, Fire Fighting Charges (@.....)			
Club Membership Charges			
IFMS			
Other Charges			

Total			
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Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Unit;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Unit:

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;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. 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 Unit includes *pro rata* share in the Common Areas, as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule 'A'** ("**Payment Plan**").

1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the unit without the previous written consent of

the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate/Completion Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.7 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Unit as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Unit;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottee as provided in the Act;
 - (iii) That the computation of the price of the Unit includes recovery of price of land, construction of [not only the Unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
- 1.8 It is made clear by the Promoter and the Allottee agrees that the Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.9 The Promoter agrees to pay all outgoing before transferring the physical possession of the unit to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

1.10 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the 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 Unit as prescribed in the Payment Plan (**Schedule A**) 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 for which is payable, he shall be liable to pay interest @ 12% per annum.

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 demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (**Schedule A**) through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of 'M/s Tulip Housing' payable at Lucknow.

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 and 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

fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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 shall 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 this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour 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, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Unit to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment 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 provided in **Schedule 'A' ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT

The Allottee has seen the specifications of the Unit and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. 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 U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act.

7. POSSESSION OF THE UNIT

- 7.1 Schedule for possession of the said Unit:** The Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Unit on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the 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 this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 Procedure for taking possession -** The Promoter, upon obtaining the occupancy certificate or completion certificate from the competent authority shall offer in writing the possession of the Unit, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Unit to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate or completion certificate of the Project.
- 7.3 Failure of Allottee to take Possession of Unit:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other

documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee - After obtaining the occupancy certificate or completion certificate and handing over physical possession of the Unit to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee, within 45 days of such cancellation, without any interest.

7.6 Compensation –

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest @12% per annum within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest @12% per annum for every month of delay, till the handing over of the possession of the Unit.

7.7 The Possession of the project will be given in phase manner.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said property.
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and 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 Project, said Land, Building and Unit
and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said 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/After execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for

acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the unit shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the unit, along with interest @12% per annum within forty-five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest @12% per annum, for every month of delay till the handing over of the possession of the unit.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount @12% per annum.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond Four consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the unit in favour of the Allottee and refund

the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

- (iii) In case the Allottee wants to avail loan facility from the employer or any other financial institution or the bank to facilitate the purchase of the said Unit, the Promoter shall facilitate the process subject to the following:
 - (a) The terms of financing agency/bank shall exclusively be binding and applicable upon the Allottee; and
 - (b) The responsibility of getting the loan sanctioned and disbursed as per the Promoter's payment schedule will be exclusively of the Allottee. In the event of loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per schedule shall be ensured by the Allottee failing which, Allottee shall be governed by the provisions contained in clause 9.3 (i) above.

10. CONVEYANCE OF THE SAID UNIT

The Promoter, on receipt of complete amount of the Price of the Unit under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Unit together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate/ Completion certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Unit.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Unit on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE UNIT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and 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 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.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the said building "7th Avenue.", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting 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 same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the 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, or the 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 authority or change or alter or make additions to the Unit and keep the 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. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building

or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Unit. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of an Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Unit at his/ her own cost.

18. 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 has been approved by the competent authority(ies) except for as provided in the Act/Byelaws.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit.

20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter showing compliance of various laws/regulations as applicable in UP RERA.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

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

25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the Project.

OR

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion with the undivided interest in common areas and facilities and such percentage shall be computed by taking, as a basis the area of the Unit in relation to the aggregate area of all the unit of the building.

28. 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.

29. STAMP DUTY AND OTHER CHARGES

The all expenses in respect of execution and registration of agreement to sale and registration of conveyance deed, such as stamp duty, registration charges and miscellaneous expenses have been borne by the Allottee only.

30. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its Partner/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 (U.P.) after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Lucknow (U.P.).

31. 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:

_____ (Name of Allottee)

_____ (Allottee Address)

And

TULIP HOUSING,

LGF-2A/5 Gokhale Marg, Lucknow

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post 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.

32. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

33. 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 laws of India for the time being in force.

34. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

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 above written.

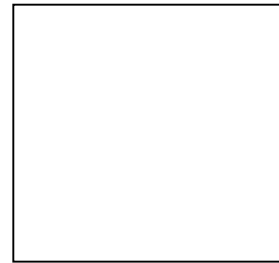
SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

1. Signature.....

Name _____

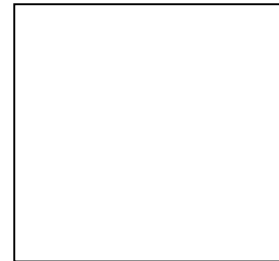
Add _____



2. Signature.....

Name _____

Add _____



SIGNED AND DELIVERED BY THE WITHIN NAMED

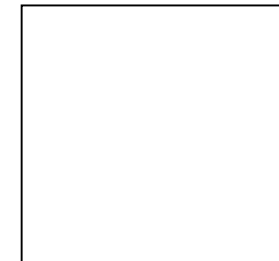
Promoter:

1. Signature.....

Name: **TULIP HOUSING**

Registered office at LGF-2A/5 Gokhale Marg, Lucknow
Lucknow-226001

Represented by its Authorised Partner and
authorized signatory Sri. AJENDRA KUMAR RASTOGI



WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE 'A' - EXISTING PLAN OF THE UNIT

SCHEDULE 'B' - PAYMENT PLAN BY THE ALLOTTEE

IFMS;-

- (i) That the Allottee shall pay interest free maintenance security deposit @.../_ per Sqft. of the saleable area shall be paid by the Allottee to the Promoter before possession, as and when any plant & machinery within the building or the complex including but not limited to generating sets, lifts, firefighting arrangements, electric sub-station, pumps, or any other plant/equipment of capital nature etc. require replacement and up gradation. The cost thereof shall be met out of the replacement/sinking fund. In case, the funds available in the said replacement are not be sufficient to meet the requirement of the occasion for any such replacement the Promoter or the maintenance agency shall have the sole authority to decide the necessity of such replacement, up gradation, addition etc. including its timing or cost thereof and the Allottee agrees to abide by the same. A separate account of IFMS shall be kept and rendered/ displayed on the notice board. The balance amount of sinking fund at the time of handing over of the maintenance to the Allottee shall be refund to respective Allottee at that time.
- (ii) That so long as the maintenance and replacement charges are paid regularly, as provided in these present the Allottee anyone else lawful claiming under him/her, shall be entitled to the usage of common facilities. In default of such payments, irrespective of the fact that the Allottee has paid securities, it shall not be open to the Allottee to claim usage of any rights of the common facilities and that the promoter, in its sole discretion, shall be entitled to stop/deny the usage of such common facilities to the Allottee. The usage of such common facilities shall be restored as soon as the breach is rectified by the Allottee.

ELECTRICITY/POWERBACK-UP;-

- (i) That the Allottee, agrees that the Promoter may obtain single point electric connection for the whole building from state authorities and shall be legally entitled to supply power in the said building in which the Said Apartment is located. The Allottee shall enter into a separate agreement for supply of electricity and the same shall be provided with a prepaid electric meter. The Allottee further agrees that thus arrangement of being supplied the power to individual Allottee shall be provided by the promoter or its agent only through has separate energy distribution agreement directly or through the Promoter's agent. It is further agreed by the Allottee that the promoter shall have sole right to select the site for installations, determine the capacity and type of power generating and supply equipment, after taking diversity fact or into consideration, as may be deemed necessary by the Promoter. If is also understood that the said equipment may be located any wherein the complex. Till such time the necessary power connection is transferred to the respective society/association of unit

owner the distribution of power/ power backup energy system shall continue to vest with the Promoter. For any reason whatsoever, if any malfunctioning in these installations is observed, the Promoter shall be responsible to get the same set right within a reasonable time, but shall not under any circumstances or in manner be responsible for it, nor shall be liable for any civil or criminal liability in this regard.

- (ii) That it is further agreed and confirmed by the Allottee that the Promoter shall have the right to charge tariff for providing/supplying the power at the rate as may be fixed from time to time which may or may not be limited to the rate charged by state electricity boards. The Allottee agrees and confirms that he/she pay the amount based on the tariff to the promoter or its subsidiaries/affiliates directly or through the society/association of the Owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Promoter or its subsidiaries/affiliates. The Allottee confirms and understand that such power or generating or supplying equipment may during its operation cause in convenience to the Allottee and the Allottee shall have no objection to the same. The Allottee shall be liable to pay the consumption on charges through a prepaid electric meter, which shall always remain under title control of the Promoter or its agency. The Allottee shall not have the right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at anytime whatsoever and during that period, Allottee continues to be the owner of the Said Unit. The clause shall survive the conveyance of the unit or any subsequent/re-sale or convincing thereof.
- (iii) That the transformer, DG Sets, electrical panels and any other installations shall be located within the Building .It shall be the endeavour of the Promoter that they are located in the best interest of the Allottee and as such the location of the same shall be final and binding.
- (iv) That all the residuary right for all common facilities, installations and infrastructure etc. shall vest either with the allottee or with Promoter and no third party shall have any interest whatsoever in any of the residuary right.
- (V) That the Allottee agrees that all occupants of the building including the commercial areas or any are as other than residential shall be entitled to the usage and maintenance of all common infrastructures facilities such as water supply, electric supply, power backup, sewerage, securities and house-keeping services, right of ingress and outguess, usage of parking facilities, usage of allottee independent are Sand facilities etc. on payment of pro-rata maintenance charges, The residents shall not interfere in their usage so long as they are paying necessary maintenance/energy usage charges. In addition for common electricity & water charges shall be paid by the on pro data basis, as in the case of residential allottee(s) All terms of the maintenance agreement shall apply to all concerned in the building mutatis mutandis.

The Allottee here by covenants with the promoter to pay from time to time and at all times, the amounts which the Allottee is liable to pay as agreed and to observe and perform all the covenants and conditions of booking and sale and to keep the Promoter and its agents and representatives, estate and effects, indemnified and harmless against all payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Promoter may suffer as are sult of non-payment , non-observance or non-performance of the said covenants and condition by the allottee.