

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

COPY 1/2

AM 461796

04 NOV 2010

Agreement to Sell

This Agreement is entered into between M/s Andes Town Planners Private Limited (Subsidiary of M/S Rohtas Projects Limited) a company incorporated under the Companies Act, 1956 and having its registered office at 55 T, Sector 8, Jasola Vihar, New Delhi - 110025 through its Authorised Signatory Shri C.G. Shekher, Dy. General Manager (Sales) hereinafter referred to as First Party (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors, transferees, assigns and nominees etc.) of the First Part

For Andes Town Planners Pvt. Ltd.


Authorised Signatory

Contd.....2

Asha Nigam 

AND

2

1 Mrs. Asha Nigam

w/o Mr. Ram Saran Nigam

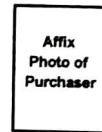
J - 14, District Judge Compound Circuit House Colony Kanpur
Nagar-208004



2 Mr. Ram Saran Nigam

S/o Mr. Raj Bahadur Nigam

J - 14, District Judge Compound Circuit House Colony Kanpur
Nagar-208004



* to be filled up in case of Joint Allottees)

hereinafter referred to as the "SECOND PARTY/PURCHASER" (which expression shall mean and include his heirs, legal representative, transferees, successors, assignees, administrators and nominees etc.) of the Second part,

(Whenever the Purchaser is a female the expression "he", "him", "himself" etc. in this Agreement in relation to the Flat shall be read and construed as "she", "her", "herself" etc. These expressions shall be deemed as modified and read suitably and whenever the Purchaser is a Joint Stock Company, Body Corporate or a Firm or any Association/Society/Society of Persons and whenever there are more than one Purchaser, the expression Purchaser in the Agreement shall be construed as including each of such Purchasers and their respective heirs, executors, administrators, legal representatives, nominees, successors, transferees and assigns etc.)

WHEREAS M/s UP Township Pvt. Ltd. purchased at an auction held by the Lucknow Development Authority, rights to land admeasuring 73018.74 sq.mtrs bearing Plot No TCG-3/3 Vibhuti Khand, Gomti Nagar Scheme, Lucknow, Uttar Pradesh. In pursuance thereof, the Lucknow Development Authority, a body corporate constituted under the Uttar Pradesh Urban Planning & Development Act, 1973 (hereinafter referred to as the LDA) entered into Agreement to Sell dated 31.10.2005 which was duly registered as Document No.9526, Volume No.5354, Book No.1 at pages 85 to 114 with the Sub-Registrar, Lucknow on 31.10.2005.

AND WHEREAS freehold charges having been deposited, Sale Deed dated 8.09.2006 was executed in favour of the UP Township Pvt. Ltd. and registered as Document No.8478, Volume No.6033, Book No.1 at pages 131 to 156 with the Sub-Registrar, Lucknow on 8.09.2006.

M/s. Asha Nigam Pvt. Ltd.


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Asha Nigam



AND WHEREAS possession of Plot No. TCG-3/3 Vibhuti Khand, Gomti Nagar Scheme, Lucknow (hereinafter referred to as the 'Said Plot') was handed over to the UP Township Pvt. Ltd. and was assumed by them.

AND WHEREAS the said plot of land has been sold to the UP Township Pvt. Ltd. for setting up a residential-cum-commercial Complex thereon as per the plans sanctioned / approved by the competent regulatory authorities of LDA.

AND WHEREAS M/s UP Township Pvt. Ltd., transferred the said plot alongwith constructions thereon in favour of First Party i.e. Andes Town Planners Pvt. Ltd. vide Sale Deed dated 24/07/2008 which is registered with the office of Sub Registrar Lucknow in Book No. 1 Volume No. 7651 at pages 127 to 152 at Serial No. 7048 on 24/07/2008.

AND WHEREAS after the registration of sale deed the First Party became the absolute owner of the said property.

AND WHEREAS the residential-cum-commercial Complex to be developed on the said plot of land and the residential part shall be known as "Rohtas Plumeria", but for convenience in this Agreement, it shall hereinafter be referred to as the 'said complex'.

AND WHEREAS the design for the Complex provides multi-storeyed construction with commercial use in a certain part and residential in another part.

AND WHEREAS it is made clear that the use of the term 'complex' in this agreement may mean the whole complex or only the residential part or only the commercial part, as the context requires.

AND WHEREAS the Purchaser, being interested in purchasing the residential Flat No. - M-1101 on Eleventh Floor in Block-M measuring 120.31 Sq.mt (super area) i.e 1295 Sq. ft. in the said complex, has applied for allotment and sale to him of a residential apartment in the said complex with impartible interest (in relation to the apartment) in land earmarked for residential complex and has offered a sale price of Rs. 3496500/- (Rupees. Thirty Four Lac Ninty Six Thousand Five Hundred Only), which offer the First Party has accepted.

AND WHEREAS the Purchaser has perused photocopies of the Sale Deeds dated 8/09/2006 & 24/07/2008 and has also apprised himself of the laws, notifications, rules and regulations applicable and has fully satisfied himself about the right, title and interest of the First Party in the said property.

For Andes Town Planners Pvt. Ltd.


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AND WHEREAS the Purchaser hereby undertakes that he shall abide by all laws, rules & regulations and terms & conditions of the LDA and / or of the Uttar Pradesh Government, the Local Bodies, the U.P. Apartment Ownership Act, U.P. Urban Planning & Development Act, 1973 and shall be liable for defaults or breaches of any of the conditions, rules or regulations as may be applicable to the said complex, including the Sale Deed dated 8.09.2006.

AND WHEREAS the Purchaser has understood the fact that the ownership and occupation of an Apartment in the said complex will be subject to a number of restrictions as also obligations as detailed in this Agreement, and he offers and undertakes to so conduct himself.

AND WHEREAS in pursuance to the aforesaid application for allotment, and on assurance of the continued performance of the various terms and conditions and obligations enumerated herein, the First Party has allotted the Purchaser one residential flat (more specifically described in the Schedule hereto) in the complex known as "Rohtas Plumeria" situated at Plot No. TCG-3/3, Vibhuti Khand, Gomti Nagar, Lucknow

NOW THIS DEED OF AGREEMENT WITNESSETH AS UNDER-

1. That in consideration of the payment made and to be made by the Purchaser to the First Party and in manner appearing hereinafter, and in consideration of various assurances of the Purchaser as herein contained, particularly those relating to timely payment, proper conduct and maintenance, the First Party has agreed to sell **Flat No. - M-1101 on the Eleventh Floor in Block-M** measuring about **120.31 Sq.mt i.e 1295 Sq.ft.** on super area basis in the "Rohtas Plumeria" situated at Plot No. TCG-3/3 Vibhuti Khand, Gomti Nagar Scheme, Lucknow with a proportionate but undivided share in land earmarked for residential use to the Purchaser for total sale consideration of **Rs. 3496500/- (Rupees. Thirty Four Lac Ninty Six Thousand Five Hundred Only)**, hereinafter referred to as the "said flat" as per schedule given in this agreement to sale as **Annexure I**.

2. That the Purchaser has paid a sum of **Rs. 100000/- (Rupees One Lac Only)** towards advance sale consideration and the balance amount of sale consideration would be payable as per the schedule given in this agreement to sale as **Annexure II**, as the said flat is being constructed on self financing basis.

2(a). That the area of the said **Flat No. - M-1101** is **120.31 sq.mt. (approx) i.e 1295 Sqft** on super area basis. The total cost of the said flat having amounts to a sum of **Rs.**

For Andes Town Planners Pvt. Ltd.


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3496500/- (Rupees. Thirty Four Lac Ninty Six Thousand Five Hundred Only),
inclusive of proportionate cost of land.

2(b). That it has been agreed by and between the parties hereto that in respect of all payments to be made by the Purchaser under this Agreement in respect of the aforesaid flat, time is the essence of the contract. The date of encashment of the cheque shall be deemed to be the date of payment. All the payments shall be made favouring designated bank account named as Andes Town Planners (P)Ltd. A/c Rohtas Plumeria.

3. That the expression "Super Built up area" includes the area as measured from outer periphery and columns between the two flats and includes verandahas, balconies/projections comprised in the said flat and also includes proportionate general circulation area which includes stairs, staircases, passages, lobbies and common utilities etc. which will be used by the allottees of other flats/floors in the said apartments (subject to final measurements at the time of giving the possession) a copy of which have been seen and understood by the purchaser.

4. That the Purchaser has seen and inspected all the documents of title relating to the aforesaid property and has fully satisfied himself about the rights and title of the First Party, materials to be used and specifications with respect to the said flat being constructed and has understood all limitation and obligations in respect thereof .

5. That the First Party shall have the right to effect suitable changes and necessary alterations in the project if and when found necessary, which alterations, may involve changes, in the position/area of Residential Unit. If there is any increase/decrease in the areas, the proportionate rate per sq. mt. and other charges will be applicable to the changed area on the same rate at which the Residential unit is booked. If for any reason the First Party is not in a position to sell the flat/floor space applied for, the First Party shall refund the amount deposited with simple interest at the rate of 9% per annum unless otherwise mutually agreed.

6. That the Purchaser agrees that he shall pay the price of the residential unit and other charges on the basis of super area of their residential unit.

7. That it is further agreed that in case any further additional development charges are demanded before or after delivery of the possession of the flat or are payable to Lucknow Development Authority or any other Government agencies in respect of the said property due to statutory requirement, the same shall be proportionately shared by the purchasers of the complex and will be paid directly to them or to the

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First Party separately on demand .

8. That the First Party alone is entitled to get refund of the various securities deposited during construction of the building with various Government authorities for electric, water and sewer connections etc.

9. That the Purchaser shall additionally pay on demand to the First Party his proportionate share of the cost for the provisions of external electrification, installation of electric sub station, meter box, electric meter & related expenses thereon.

10. That both the parties hereby agree that the amount paid to the extent of 20% of the cost of the flat, will collectively constitute the earnest money.

11. That as mentioned here in above the time of payment of installment is the essence of this contract. It shall be incumbent on the Purchaser to comply with the terms of payment and conditions of the agreement of sale, failing which after giving 15 days notice the First Party shall forfeit the entire amount of earnest money and shall have right to terminate/cancel this Agreement to Sell forthwith and as a consequence the Agreement to Sell shall stand cancelled and the Purchaser shall be left with no lien or right on the flat. The First Party shall thereafter be free to deal with the said flat in any manner whatsoever, at its sole discretion. The amount, if any paid over and above the earnest money shall, be claimed for refund by the Purchaser from the First Party without any interest which the First Party agrees to refund within reasonable time but within 12 months from the date of cancellation notice.

12. That without prejudice to the First Party's aforesaid rights, the Purchaser shall be liable to pay interest at the rate of 24% per annum on all amounts due and payable by the Purchaser for the period of delay to the First Party. The discretion for termination of the Agreement or acceptance of delayed payment with or without interest shall exclusively vest with the First Party. However the First Party shall adjust the moneys received from Purchaser first towards the interest and other sums, if any, due from the Purchaser and the balance, if any, towards the basic installment.

13. That any delay or indulgence by the First Party in enforcing the term of this agreement or any forbearance of giving time to the Purchaser on charging interest or relief in interest rates shall not be construed as a waiver on the part of the First Party or any breach or non compliance of any of the terms and conditions of this agreement by the First Party and shall not in any manner prejudice the right of the First Party.

14. That the First Party endeavors to deliver the flat to the Purchaser as early as possible. However, the delivery period shall be subject to payment of installments by the

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purchaser in time, availability of cement, steel or other building materials, supplies and installations etc. and subject also to "Force Majure" including any act of God, or statutory changes or any unforeseen circumstances beyond the control of First Party. No claim by way of penalty or compensation or interest shall be made by the purchaser, or payable by the First Party in case of delay in handing over possession or abandonment of project on account of the aforesaid reasons. Further due to any reasons beyond the control of the First Party in case of breach of any terms or conditions of this Agreement, no prosecution case will lie against the First Party out of the subject matter of this Agreement, in case any party do so, then it shall be liable for all consequences which will be accrued due to the said act of party.

It is hereby agreed that in case that in case of any dispute arises out of this Agreement, the matter in first instance shall be referred to the settlement through Arbitrator and it has been agreed between the parties that the liability, if any, arising out of this Agreement on either party will be of civil in nature and the parties will not resort to criminal proceeding against each other in any circumstances whatsoever arising out this Agreement as it does not fall within the purview of the criminal laws.

15. That the liability of the First Party for removal of constructional defects is limited for the grace period allowed i.e. 3 months from the date of taking possession. However any defects in the products used shall be covered by the guarantee if any, given by the company who's product has been used by the First Party.

Further the construction activity is subject to inspection of the Purchaser. Any defect found should immediately be brought to the knowledge of the First Party in writing with in the period specified. Further, if the purchaser wants to use any specific material in his flat other than the standard one then it should be intimated by him in writing to the First Party and before construction activity commences and the purchaser shall pay the difference in price as the case may be. On other side the First Party will make every endeavor to use the material of standard quality as per declared specifications. However, it is understood that the quality of material is always dependent upon the price being charged and the purchaser has seen the specification of materials to be used and is fully satisfied.

16. That the First Party agrees that if the warranty period is still applicable of any gadget, equipment machinery or apparatus installed in the aforesaid flat and the same has developed any defect, the purchaser may deal with the warranty company or any other such company/installation directly and may claim damages/replacement or any other permissible relief to which the First Party has no objection and the First Party will provide all assistance to the purchaser for the aforesaid purposes.

17. That the Purchaser has agreed that under no circumstances the possession of the

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flat shall be given by the First Party to the Purchaser unless and until all payments required to be made under this agreement and/or any other amount payable by the purchaser with respect to the said flat in respect thereof has been made, nor shall the purchaser have any right to claim possession of the flat without having completed the payments payable under this agreement at the time and in the manner stipulated. The Purchaser has agreed that he shall pay all arrears demanded by the First Party within 7 days of the receipt of the notice. It is understood that the purchaser shall before taking the possession of said flat being given to him shall satisfy himself about the quality of work etc. of his flat and shall have no claim against the First Party, on any item of work, quality of work materials installation etc., in the said residential unit or in any other agreement whatsoever and the claim, if any, if brought to notice of the First Party be got removed by the First Party before taking possession.

However, as a special case purchaser is being given a concession to the extent that he will notify all construction complaints/defects within 3 months from the date of possession. All such complaints/defects shall be examined and removed by the First Party as it deems fit as per report of its Architect within reasonable time.

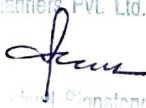
18. That it is agreed between the parties that the First Party in the interest of speedy construction of the building has a right to mortgage/pledge the land and other flats to any financial institution, bank or any other agency etc. for raising any loans for completing the construction and the purchaser will have no objection in relation to the same.

19. That except in respect of the particular flat hereby agreed to be acquired by him, the purchaser has agreed to have no claim, right title or interest in any other portion of the said complex except those which have been incorporated in the super area, the other areas will remain under exclusive possession and ownership of the First Party and the First Party is free to sell dispose off, use or possess the said areas in any manner as it may deem fit and proper.

20. That the First Party has the right to make additions, raise storeys or to put up additional structures, as per their convenience on the open land, terrace or other areas in which the purchaser has no claim or right and such additional structures and stories shall be the sole property of the First Party who will be entitled to dispose it off in any manner as they choose without any objection or interference on the part of the Purchaser or with one or more of the rest of the purchasers and the purchaser hereby consents to the same. The First Party shall be entitled to get electric, water, sanitary and drainage fittings on the additional structure/storeys with the existing electric, water, sanitary and drainage sources etc. at its own cost.

21. That it is, further, agreed between the parties that the open land and terrace of the

For Andes Town Planners Pvt. Ltd.


Asha Nigam


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building including the parapet walls shall always be the property of the First Party who shall be entitled to use the said terrace including the parapet walls for all purposes including the display of advertisement and sign boards, or any other use. The purchaser hereby gives his consent to the same and agrees to it without any pre-condition financial or otherwise.

22. That the purchaser agree and binds himself to pay to the First Party's permitted assigns or nominee or the proposed recognized body corporate or society as the case may be (after notice to take possession of the residential unit is sent to him by the First Party) the proportionate share of maintenance charges as determined by First Party/recognized body corporate/society. The maintenance charges as determined by the First Party's permitted assign /nominee/ society or body corporate including all taxes or levies/charges as per demand made by the First Party's permitted assign or nominee or body corporate as the case may be, shall be conclusive, final and binding on purchaser, which may be changed from time to time as deemed just and proper by the First Party.

23. That the maintenance of the complex would be done in the manner as is laid down below:-

(a) That it is proposed by the First Party to get an association of owners formed at the initial stage at an appropriate time to be determined by the First Party. Thereafter, the maintenance of the entire complex will subsequently be transferred to the association of owners to be formed and it will be done through exchange of letters between the First Party and the association. The purchaser hereby agrees to be a member of the said association and to execute such agreement/documents as may be required by the said association for the purposes of maintenance of the complex.

(b) That after the possession of flat and before delegation of authority to the association to maintain the flats the period of gap will be controlled and administered by the First Party's permitted assign or nominee at a charge on the owners of the flat on the basis of super built up area to be determined from time to time and is payable by the purchaser.

(c) That simultaneously with the possession of the flat the purchaser will enter into a maintenance agreement with the First Party's permitted assign a copy of which has been seen understood and approved by the purchaser.

(d) That the purchaser shall also pay security deposit @ Rs. 40/- per sq.ft. to the First Party or its permitted assign or nominee before taking possession of the flat, the

For Andes Town Planners Pvt. Ltd.


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interest of which will also go to the maintenance of the general & common amenities provided in the complex i.e. AMC of various equipments like lifts, generators, intercom etc. Interest shall be paid @ 2% higher than the bank interest rate applicable of FDR for a period of one year. Once the association is formed and recognized by the First Party this amount will be directly transferred to the association at an appropriate time to be decided by the First Party.

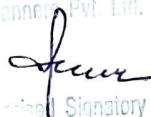
24. That the purchaser agree to pay on demand the proportionate taxes of all or any kind whatsoever including service tax whether levied or leviable now or in future on land and/or building(s) as the case may be from the date of possession of residential unit and so long as each residential unit is not separately assessed for such taxes for the land and/or building(s) to the First Party or its nominee.

25. That It is understood and agreed between the parties hereto that the construction work to be done under this Agreement is to be done under the direction of the Architect appointed by the First Party whose decision in the matter of construction, drawings, specifications materials quality and standard shall be final, conclusive and binding on the parties. If at any time while completing the said building the Architect may decide that any extra or additional work is to be done or is required or any extra facility or amenity for the common benefit to all the flat owners or of the said complex is necessary or is required then in that regard the decision of the Architect shall be final and the purchaser shall be liable and hereby agree(s) to make payment of such extra and additional expenses as well to be determined by the Architect appointed by the First Party.

26. That the First Party shall provide the basic facilities for the said flat in phases as the project is to be completed in phases . All specified facilities will be provided at the time of completion of entire project. Till the completion of the entire project, the purchaser shall not raise any kind of claim/ compensation/ damages regarding specified facilities as agreed to be provided in the project.

27. That the purchaser shall demand for the execution & registration of sale deed after payment of all dues in his name or in the name of his nominee and the First Party shall execute the sale deed in favour of the purchaser or his nominee and in this context the purchaser shall pay, all the expenses as and when required by the First Party for the purpose of registration which includes stamp duty, registration charges and all other incidental and legal, expenses for execution and registration of the Sale Deed of the residential unit in favour of the purchaser or his nominee , which shall be executed and got registered after receipt of the full price, along with other dues and the said charges and expenses from the purchaser in respect of the residential unit allotted to him.

For Andes Town Planning Pvt. Ltd.


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28. That the purchaser hereby covenants with the First Party to pay from time to time and at all times, the amount which the purchaser is liable to pay and agree to observe and perform all the covenants and conditions of Allotment / Application form and the Agreement to sell, and to keep the First Party, its permitted assigns, agent and representatives, estate and effects indemnified and harmless against the said payment and observance and performances of the said covenants and conditions and also any loss or damages which may be levied by the appropriate authorities from time to time.

29. That the purchaser shall observe all the conditions, and terms of this agreement and shall also abide by all applicable laws, by-laws, rules and regulation of the government, statutory authority/authorities or of the First Party, body corporate and shall attend, answer and be responsible for all deviations, violation or breach of any of the conditions or laws, by-laws or rules and regulations to be observed and performed alongwith all the terms and conditions contained in this agreement.

The purchaser hereby agree to keep the First Party indemnified, secure and harmless against all costs and consequences and of damages arising on account of non compliance with the said laws, by-laws, rules or regulations requirements, requisitions, demands and repairs.

30. That the purchaser hereby covenants to keep and maintain the residential unit's periphery walls and partition walls and sewers, drains, pipes and appurtenances thereto in such, state ,order and condition in which it have been delivered to him and in particular so as to support , shelter and protect the parts of the said residential building other than the residential unit & shall be liable for any loss/damage to the adjacent flat on account of his inaction.

31. That the purchaser shall not use or permit the flat to be used for any purpose whatsoever other than for the residential purposes.

(a). The purchaser shall not use the residential unit for any purpose which may cause nuisance or annoyance to occupiers/owners of the other residential units of the said building or to crowd the lifts, stairs etc. or use it for any illegal or immoral purpose.

(b). That the purchaser shall not store in the said residential unit goods of hazardous or combustible nature or which are so heavy so as to cause any defect or damage to the construction or the structure of the said building or any part thereof.

(c). That the purchaser hereby agrees not to cause or cause to be done in or about the said residential unit, any act which may tend to cause damage to any flooring or ceiling

For Andes Town Planners Pvt. Ltd.


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or any residential units over/below or adjacent to their residential/ unit or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.

(d). That the purchaser can display his name plate only at the space specified by the First Party or its nominee or its agent or body corporate as the case may be.

(e). The purchaser shall not do or permit to be done any act or thing, which may render void or voidable any insurance on any part of the apartments in respect thereof

32. That the purchaser shall permit the First Party's permitted assign /nominee/body corporate /society as the case may be and its surveyors, agents workmen and others at all reasonable times to enter into upon the said flat or to any part thereof for the purposes of repairing and maintaining, rebuilding, cleaning, lighting and keeping in order and condition all common services and for acts necessary for effective maintenance of the common premises/services.

33. The purchaser shall not decorate /change the exterior of his flat otherwise than in the manner agreed to with the First Party or body corporate or in a manner which is not similar from which the same is previously decorated.

34. That the purchaser shall not make any structural alterations of whatsoever nature without the prior written consent of the First Party. The purchaser shall also not close or permit the closure of any verandahs, lounges , balconies or ducts etc.

35. The purchaser hereby agrees that he shall from time to time execute all papers and documents and do or omit to do all other things required by the First Party to safeguard the interest of the First Party and /or of the other buyers of the flats in the said apartment. On failure or non compliance with this clause, this agreement will ipso facto come to an end where upon the First Party shall refund all moneys received from the purchaser without interest and cancel the allotment after forfeiting the earnest money paid by the purchaser to the First Party.

36. That in the event of the building getting demolished due to any act of Government God or unforeseen circumstances beyond the control of the First Party the owners of flats by virtue of proportionate but undivided rights in the land will reconstruct the building jointly as it existed at their own cost which will be determined on proportionate basis.

37. That the purchaser, if residing outside India, shall be solely responsible to comply

For Andes Town Planners Pvt. Ltd.


Signature

Asha Nigam



with the necessary formalities as laid down in the Foreign Exchange Management Act 1999 and other applicable laws including that of remittance of payments and for acquisition of the required declaration as prescribed in law.

38. That it is hereby agreed that after execution of this agreement all correspondence, agreement registered or unregistered, shall be deemed to be part of this agreement unless the context otherwise states.

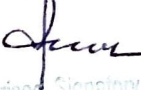
39. That the purchaser shall get his complete address registered with the First Party, otherwise the address as mentioned in this agreement will be taken as its registered address. It shall be the responsibility of the purchaser to inform the First Party by registered A.D. Letter about all subsequent changes, if any, in his address, failing which all demands notices and letters posted to the purchaser, at the above mentioned address by registered post as mentioned in this agreement will be deemed to have been delivered at the time when those should ordinarily reach such address and the purchaser shall be responsible for any default in payment or otherwise and other consequences that might occur therefrom.

40. That all disputes, if any, including all matters incidental or in relation thereto shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The cost of arbitration will be borne by the party referring to the Arbitration. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitration shall be Lucknow. It is agreed that all disputes shall be subject to the jurisdiction of Lucknow Courts only

41. That the purchaser agrees that, if as a result of any statutory action, legislation, order or rule or reasons beyond its control including force majeure or act of God the First Party after allotment is unable to deliver possession of the said flat to the purchaser, the only responsibility and liability of the First Party will be to pay to the purchaser the total amount that may have been received by the First Party. The refund shall be made by the First Party at the time and in the manner as may be decided by the First Party and save as aforesaid, the purchaser shall have no right or claim against the First Party, its Directors, agents etc. in relation to the allotment and agreement in respect thereof.

42. That it is also agreed that if the Purchaser/Second party wants to alter any specification, make additions, wants to get the flat finished to his desired standard then after written approval of the First Party he can independently enter into a separate agreement with the approved contractors of the First Party for which the Second party will make payment to it/him directly and for this specific purpose, without prejudice

For Andes Town Planners Pvt. Ltd.


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temporary possession of flat shall be given by the First Party to the purchaser.

43. That the possession of the said flat shall not be handed over to the purchaser by the First Party in pursuance of this agreement to sell. The possession of the flat shall be delivered to the purchaser and the registration of the sale deed in favour of the purchaser shall be done by the First Party only after all the payments due in respect of the flat and other charges payable by the purchaser have been paid to the satisfaction of the First Party.

44. That the terms and conditions of this agreement shall also be applicable to the sale deed to be executed later on.

45. That the terms and conditions of this agreement can be altered, modified or changed or new clauses added or subtracted through a supplementary agreement or exchange of letters on mutually accepted terms and/or conditions.

46. That all the expenses for execution and registration of this agreement shall be borne/ have been borne and paid by the purchaser and in case, any further stamp duty or penalty is levied the same shall be the sole liability of purchaser alone.

IN WITNESS WHEREOF the parties to this agreement have put their respective signatures on this 27th day of December 2010 at Lucknow.

For Andes Town Planners Pvt. Ltd.



Authorised Signatory

1. First Party

Asha Nigam

Witnesses:

1. Name... PRANAL VPASHYAL

Sign...

Address... 310, Sarjay Gandhi Park
Lucknow 226016

2. Name...

Sign...

Address... 5-14 Cidwell House colony.
Kanpur

2. Purchaser(s)



ROHTAS "PLUMERIA HOMES"

SPECIFICATIONS - CATEGORY - A

SEISMIC CONSIDERATION	Considering Zone - IV, Earthquake resistance RCC framed construction
LIVING, DINNING & LOBBY/ PASSAGE Floor Walls Ceiling	Vitrified Tiles (2' 0" X 2' 0") Pleasing shades of OBD POP cornics with OBD in Living & Dining only.
BEDROOMS Floor Walls Ceiling	Wooden laminated in Master bedrooms & Vitrified Tiles in remaining bedrooms Pleasing shades of OBD OBD
BALCONIES Floor Walls/ Ceiling	Antiskid Ceramic Tiles Weather proof Paint finish
KITCHEN Walls Floor Counter Fittings/Fixtures	Ceramic Tiles upto 2 feet above counter & OBD in balance area Antiskid Ceramic Tiles Granite CP fittings SS Single bowl / Single drain board Sink, Exhaust Fan
TOILETS (Except Servant's Toilet) Walls Floor Counter Fittings/Fixtures	Ceramic Tiles till 7' 0" height, Mirror & Acrylic Emulsion Combination Antiskid Ceramic Tiles Granite in Master Bed Toilet Standard : WC & Wash Basin. CP fittings by Jaquar or equivalent.
SERVANT ROOM Walls Floor Ceiling	OBD Terrazo / Ceramic Tiles OBD
DOORS Internal Enterance Door External Doors & Windows Hardwares	Seasoned Hardwood frames with moulded skin shutters Teak Veneered & Polished Shutter Aluminium / U.PVC Aluminium
ELECTRICAL	Copper Electrical wiring throughout in concealed conduit with provisions for Light point, Power point, TV & Phone Sockets with protective MCBs. Modular switches. Power back up to be provided in each apartment upto 1 KW.
SECURITY SYSTEM	Round the Clock Security
FACADE	Combination of Stone & Textured Paint finish
EXTRA FEATURES	Provision of piped gas supply, Provision of piping for . Spillit Ait Conditioning

NOTE : The above specifications are only indicative & some of these may be changed in consultation with the Architect or equivalent provided at the discretion of the company.

For Andes Town Planners Pvt. Ltd.

[Signature]
Authorized Signatory

Asha Nigam

[Signature]

ROHTAS "PLUMERIA HOMES"
PAYMENT PLANS

PLAN - A: DOWN PAYMENT

At the time of booking	50 %
Within 07 days of booking	85 % + Car Parking.
At the time of possession	5% + IFMS, EDC, PLC, Club Charges & Misc.

PLAN - B: TIME LINKED PAYMENT PLAN (Available For Tower P & M only)

At the time of booking	10%
Within 30 days of booking	50% + Car parking
Within 3 months of booking	7.5% + PLC
Within 6 months of booking	7.5%
Within 9 months of booking	5%
Within 12 months of booking	5%
Within 15 months of booking	5%
Within 18 months of booking	5%
At the time of Possession	5% +(IFMS, EDC, Club Charges & Misc.)

The Under Table Plans are :-

[Signature]

Asha Nigam

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