

ANSAL API

Building lifestyles since 1967

I

Built up Agreement

between

ANSAL PROPERTIES & INFRASTRUCTURE LTD

and

ANITA VERMA



Self of Anita Verma

SUSHANT

GOLF CITY

HI-TECH TOWNSHIP, LUCKNOW

Sector..... *9* Pocket..... *41* Plot No. *0171*




Stamped Rs. 100/-

THIS AGREEMENT is made at LUCKNOW on this 31 day of OCT, 2011 between
M/s ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED., a company incorporated under the
Companies Act 1956, 115 Ansal Bhawan, 16 Kasturba Gandhi Marg, New-Delhi 110 001 and branch/local office
at First Floor, Y.M.C.A. Campus, 13 Rana Pratap Marg, Lucknow through its authorized signatory Shri
S/o Shri hereinafter referred
to as the **Developer**, which expression shall include its heirs, executors, administrators, permitted assignees,
successors, representatives etc. (unless the subject and context requires otherwise), of the **ONE PART**,

AND

1. Shri/Smt/Ms Amrita Verma
S/W/D/ of Shri/Smt
Resident of P-173, Idarwa Enclave
Geeta Idarwa, Lucknow
- *2. Shri/Smt/Ms
S/W/D/ of Shri/Smt
Resident of
- *3. Shri/Smt/Ms
S/W/D/ of Shri/Smt
Resident of

* {to be filled up in case of joint Buyer(s)/Purchaser(s)}


ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED.
13, Rana Pratap Marg, Lucknow
DEVELOPER
-226001

(1)

Amrita Verma
BUYER (S)

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

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

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

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

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

AND WHEREAS a Memorandum of Understanding has been signed between Lucknow Development Authority, Lucknow (the nodal agency) and the said Developer for development of Hi-Tech Township in Lucknow and in furtherance of which the Detailed Project Report (DPR) has been submitted by the said Developer which has been approved by the Lucknow Development Authority, Lucknow.

AND WHEREAS the detailed layout plan of the first phase of the Hi-Tech Township has also been approved by the Lucknow Development Authority, Lucknow and in pursuance to which a Developer Agreement has been signed between Lucknow Development Authority, Lucknow and the said DEVELOPER.

AND WHEREAS in the terms of the development of Hi-Tech Township on Sultanpur Road at Lucknow in Uttar Pradesh, the DEVELOPER has been authorized to allot the units of different specifications and sizes developed / constructed by the DEVELOPER to its allottees on its own terms and conditions. The DEVELOPER is also authorized to carry out and complete the internal and external development of various services on its own as per the standard specifications conforming to the government policies and the relevant IS / BIS codes, guidelines and practices.

ANSAL PROPERTIES & INFRASTRUCTURE LTD.
1st Floor, Y.M. Road,
13, DEVELOPER

(2)

Anita Verma
BUYER (S)

The Built House / Built Up Unit along with the proposed house to be constructed thereon will hereinafter be referred to as the "BUILT HOUSE / BUILT UP UNITS".

AND WHEREAS the Developer has obtained / will in due course take steps to obtain sanction of the building plans from the concerned authorities and start construction of the houses thereafter.

AND WHEREAS the Buyer vide application dated 29-10-11 had applied for allotment of a Built House / Built Up Unit by way of sale in the Hi-Tech Township popularly known as "Sushant Golf City" being developed by the DEVELOPER who agrees to sell the same to the Buyer on terms and conditions mentioned in the proceeding paragraphs stated below and onwards:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the DEVELOPER agrees to sell and the BUYER agrees to purchase a Built House / Built Up Unit on Plot No. 9/01/614 having plot area of 289 Sq. Yds. (242 Sq. Mtrs.) and built up area of 1590 Sq. Ft. (..... Sq. Mtrs.) approx in the scheme called "**Sushant Golf City**" subject to the following terms, conditions and stipulations namely:
2. That the BUYER having inspected and seen the plans, designs and specifications set out in **Schedule-II** annexed hereto, approves the same, and further agrees that the DEVELOPER may make such variations, additions, alternations etc. therein, as it may in its sole discretion consider proper and/or as may be required by any local authority or body or Governmental Agency in respect of the Built up unit/Built House and the BUYER hereby gives consent to such variations, additions, alterations etc.
3. That subject to discharge of financial liabilities stipulated in other clause herein, the BUYER shall pay a sum of Rs. 602200 (Rupees Sixty two thousand two hundred) in the manner as given in the **Schedule I** given here to at the end of this agreement which shall be treated as part of this agreement.
4. That the above agreed price of the "Built House / Built Up Unit" covers development of internal services such as laying of roads, development of parks and landscapes, laying of water lines, laying of sewer lines, laying of electrical HT / LT lines, street lights, laying of storm water drain lines and erection of electrical substations and to develop necessary civic services prescribed in **Schedule I A / Schedule I B** annexed to this Agreement. The applicable schedule shall form and be read as part of this Agreement.
5. That the DEVELOPER will allot free hold "Built House / Built Up Unit" to the Buyer; and in lieu thereof the

ANSAL PRO
13, Rang
DEVELOPER

AKNish
(3)

Anifa Verma
BUYER (S)

- amount equal to conversion charges at the time of execution of sale deed shall be paid by the Buyer to the Developer.
6. That the preferential location charges @ Rs per sq. meter (Rs per sq. yard) are applicable for preferential Built House / Built Up Unit; and such charges are in addition to the aforementioned rate determined by the DEVELOPER and shall be payable by the BUYER.
 7. That the stamp duty and the registration fee incurred in the registration process which is to be paid to revenue authorities is to be borne by the BUYER as according to the prevalent law on the date of registration.
 8. That the above price is inclusive of External Development Charges. In case of levy of any other charge by the Government or other Statutory Authority(ies) in future, the same shall be recoverable on pro-rata basis from the BUYER.
 9. That the DEVELOPER and the BUYER hereby agree that the amount paid to the DEVELOPER by the BUYER either with the application for allotment or thereafter to the extent of 20% of the sale price of Built House / Built Up Unit shall constitute Earnest Money for the purpose of this agreement.
 10. That the timely payment of installments as stated in **Schedule I A / Schedule I B** of the Agreement applicable stamp duty, registration fee and other charges payable under this Agreement is the essence of this contract. In the absence of any notice of demand issued by the DEVELOPER, it shall be incumbent on the BUYER to strictly comply with the terms of timely payment and the other terms and conditions of this Agreement, failing which allotment shall stand cancelled and the entire amount of Earnest Money deposited by him shall be forfeited and the BUYER shall be left with no right or interest in the Built House / Built Up Unit and the DEVELOPER shall thereafter be free to deal with the Built House / Built Up Unit in any manner, whatsoever at its sole discretion. The amount(s), if any, paid over above the Earnest Money shall be refunded to the BUYER without any interest. In exceptional circumstances, the DEVELOPER may at its sole absolute discretion condone the delay in payment by charging an interest @ 18% p.a. on the amount outstanding. In the event of the DEVELOPER waiving the right of forfeiture and accepting payment on that account, no right, whatsoever, would accrue to the other defaulting BUYER / Purchaser. Also, if more than three consecutive installments are not paid, the allotment will automatically stand cancelled without any prior intimation to the BUYER and the BUYER shall have no lien on the Said Unit.

ANSAL PROPERTIES & INFRASTRUCTURE
1st Floor, V.I.P. Road
13, Bana Park
DEVELOPER

(4)

Anita Verma
BUYER (S)

11. In case of default in payment of dues of the financial institution/agency by BUYER, the BUYER authorize the company to cancel the allotment of the said unit and repay the amount received till that date after deduction of Earnest Money and interest accrued on delayed payments directly to financing/institution agency on receipt of such request from financial institution/agency without any reference to BUYER.
- a. In case the BUYER wants to avail a loan facility from his/her/their employer or financial institution/agency to facilitate the purchase of the said Unit, the Company, that facilitates the process subject the following.
- b. The terms of the financial Institution/agency shall exclusively be binding and applicable upon the BUYER alone.
- c. The responsibility of getting the loan sanctioned and disbursed as per the company's payment schedule will rest exclusively on the BUYER. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment of the Company, as per schedule, shall be ensured by the BUYER, failing which the BUYER shall be governed by the provisions contained in clause 10 as above.
12. That the Earnest Money shall stand forfeited, in case of default by the BUYER in timely payment of all installments and for non-fulfillment of the terms and conditions of this Agreement. In such an event the allotment / booking of the Built House/ Built Up Unit shall stand cancelled and the BUYER shall be left with no lien, right, claim whatsoever on the property applied for / allotted and the DEVELOPER shall be free to sell or dispose of this Built House / Built Up Unit at its sole discretion.
13. The refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments, if any, will only be made out of the same proceeds, when realized from the re-allotment of the said unit. If, for any reason, the re-allotment or the sale realization from such re-allotment is delayed, the refund to the BUYER shall be accordingly delayed, without any claim towards interest for such delay.
14. The Buyer(s) recognizes that the cost of 'Built up Unit' is based on the cost of construction rates applicable on the date of booking. Further, due to abnormal market variation in the cost of construction and raw materials, the actual cost of the 'Built up Unit' may experience some escalation; and may thus vary. The final expenditure made will be complied at the stage of completion of the project and if the increase or decrease in the cost of construction is within the limit of 5% of the cost fixed at the time of allotment, the same shall be absorbed by the DEVELOPER/SPV. In case actual cost of the construction

ANSAL PROJECTS
DEVELOPER
13, K...
226001

(5)

Anita Verma
BUYER (S)

upon completion of the project escalates or decreases by the proportion of more than the time of then the difference in the cost will be charged or refunded to the Buyer(s), as the case may be as actual calculation made by the DEVELOPER/SPV which will be based on the following formula:

$$\frac{\text{Rs. / Square Meter}}{\text{Number of Years (3)}} \times \frac{\text{CL1}}{\text{CLsL}} + \frac{\text{CL2}}{\text{CLsL}} + \frac{\text{CL3}}{\text{CLsL}}$$

Rs./Sq.mt. = Cost of construction at the time of booking of 'Built up Unit'

CLSL = Cost indices of CPWD on the day of booking of 'Built up Unit'

CL1 = Cost indices of CPWD one year from the date of booking of 'Built up Unit'

CL2 = Cost indices of CPWD two year from the date of booking of 'Built up Unit'

CL3 = Cost indices of CPWD three year from the date of booking of 'Built up Unit'

15. That no further intimation / call notice regarding payment of installments shall be sent by DEVELOPER and it will be the responsibility of the BUYER to adhere strictly to the payment schedule opted by the BUYER as stipulated in **Schedule I A / Schedule I B**. The DEVELOPER may in its discretion serve notices but non receipt of the same shall not be taken as a valid reason for delay.
16. That the DEVELOPER shall have the right to effect suitable and necessary alterations in the layout if it is essential in order to meet the requirements of the development of this scheme. Such alterations may involve all or any of the following changes namely, change in the position, change in the location, change in the number, change in the boundaries, change in the dimensions or change in the area of the Built House / Built Up Unit. To implement all or any of the above changes, supplementary agreement/sale-deed or additional documents if necessary will be executed and got registered. Expenses involved in execution of the registration of the supplementary sale deed etc on this account shall be entirely borne and paid by the BUYER.
17. That if the number, area or the location of the allotted Built House / Built Up Unit changes due to the above mentioned alterations, the final reallocation will be done by the DEVELOPER, whose decision will be final and binding on the BUYER and the BUYER will have no right to make any claim or demand on any account.
18. That any increase or decrease upto 15% of the original allotted area shall be acceptable to BUYER. The price thereof shall be computed at the booking rate. However, in case increase/decrease of the area more than 15% of the original allotted area the DEVELOPER shall have the sole discretion to decide the price rate which shall be binding on the BUYER and shall be payable accordingly.

ANSAL PROMOTIONS & DEVELOPMENTS PRIVATE LIMITED

[Signature]

DEVELOPER

(6)

[Signature]

BUYER (S)

If for any reason, any changes are required to be made by the nodal agency or by the Architects or the DEVELOPER resulting in reduction or increase in the area of the Built House/Built up Unit or the area of the Built House / Built Up Unit there under, or the location, no claim, monetary or otherwise will either be raised or accepted, however there shall be increase or decrease respectively in the price, and the decision of the DEVELOPER thereon shall be final.

19. That in any case the particular Built House / Built Up Unit is omitted or the DEVELOPER is not able to hand over to the BUYER the Built House / Built Up Unit for any reason other than those mentioned in Clause '17 & 18' below; the DEVELOPER shall allot and the BUYER shall accept the alternative Built House offered by the DEVELOPER. However in case the DEVELOPER is unable to allot any Built House in the scheme, in that case it shall be responsible only to refund the actual amount received with simple interest @10% p.a. and shall not be liable to pay any compensation or damages thereon whatsoever.
20. That at present, there is no subsisting notification or order of the State Government or any other Government or Local Authority regarding acquisition or requisition or otherwise for taking over of the area in which the Built House / Built Up Unit is located. In case any such development takes place hereafter, the same shall be at the cost and risk of the BUYER, who will be bound to carry out and implement all the terms of this Agreement including payment of the outstanding installment(s) and will also thereafter be entitled to receive the compensation paid from the Government / Authority in respect of the Built House / Built Up Unit. The DEVELOPER will not be responsible or liable in any manner whatsoever on account of any such development.
21. That if in the above situation the DEVELOPER has started the construction of the Built House / Built Up Unit and is unable to complete the House, the BUYER will remain obliged to make payment to the DEVELOPER proportionate to the extent of the completion thereof and as may be certified by the architect of the DEVELOPER. The decision so made shall be final. However, the BUYER shall be entitled to step into the shoes of the DEVELOPER and get the rights of the Built House transferred in his favour and also be entitled to receive compensation etc. awarded thereof.
22. That notwithstanding any event mentioned in clause 17 and 18 above, if the DEVELOPER continues with its work in relation to the Built House, the terms of this Agreement will continue to apply with full force.
23. That the BUYER agrees that the sale of the unit is subject to force majeure clause which inter alia include delay on account of non-availability of steel, cement or any other building materials, or water

ANSAL
13, Patna

DEVELOPER

22600

(7)

Anita Verma

BUYER (S)

supply or electric power or slow down strike or due to a dispute with the construction agency employed by the DEVELOPER, civil commotion or by reason of war, or enemy action or earthquake or any act of God, delay in certain decisions / clearances from statutory body(ies), or if non-delivery of possession is as a result of any notice, order, rules or notification of the Government and / or any other public or Competent Authority or for any other reason beyond the, control of the DEVELOPER and any of the aforesaid event, the DEVELOPER shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said plot on account of force majeure circumstances and in such eventuality the BUYER will not claim any amount of money by way of damages / compensation from the DEVELOPER. The DEVELOPER shall endeavour to complete the construction within two years from the date of commencement of construction on receipt of sanctioned plans from the competent authority. Intending buyer shall pay holding charges @Rs 5/- per sq.ft. of the saleable built-up area per month, if the BUYER fails to take possession within 60 days from the date of intimation in writing by the DEVELOPER.

24. The BUYER shall also be liable to pay any charges, levies etc. imposed by the Government or Local Authorities for any external/peripheral services to be provided to the house and any other charges, on pro-rata basis according to the size of the Built House / Built Up Unit / flat as may be intimated by the DEVELOPER to the BUYER.
25. That the sale deed shall be executed and got registered in favour of the BUYER within six months from the date of intimation after the Built House / Built UP Unit has been finally constructed at the site and after receipt from him of full sale consideration and other charges and compliance of all other terms and conditions of this Agreement. The cost of stamp duty, registration charges, free-hold conversion charges and other incidental charges and expenses to be incurred in preparation of legal documents will be borne by the BUYER in addition to full sale price of the Built House/Built UP Unit, as and when demanded by the DEVELOPER. The freehold charges will be 6% of the basic cost of proportional area of the land prevalent at the time of booking.

As per the Hi-Tech Township Policy of the Govt. the land acquired or resumed by the Govt. for Hi-Tech Township will be on lease hold title basis. The Developer Company has resumed and acquired lands under the Hi-Tech Township Policy of the Govt. At the same time, the land has also been directly purchased from land owners without availing any benefit or the concessions inbuilt in the policy. Thus both categories of lands have been procured in the project area. Accordingly, the allottee(s) have options to get the land with the freehold title or the lease hold title as per their option. The allottee(s) who opt for Freehold rights shall pay an amount of 6% of the basic cost on which the plot has been

ANSAI PROPERTIES & INFRASTRUCTURES
1st-Floor, Y.M.C.A. Building
12, Kaha Pratap Marg, Lucknow

DEVELOPER

(8)

BUYER (S)

Anita Verma

purchased by him as freehold charges and this amount will be payable at the time of getting the deed registered along with the possession of the developed land. In case the allottee (s) opt for a lease hold title on the land at the time of registration of the deed then he has option to get the lease hold deed registered along with the possession and in such cases, he will have to pay the freehold charges @ 6% of the circle rate or current market value whichever is more at the time of conversion for lease hold right to freehold. The First Party (The Developer Company / SPV) will pay freehold charges as may be demanded by the Govt. but the allottee (s) will pay this money to Developer / SPV at the time of conversion of the title from lease hold to freehold as defined herein.

26. That the BUYER of the Built House / Built Up Unit unconditionally agrees and undertakes to pay necessary charges, from the date when possession is offered to him / her / them, as determined by the DEVELOPER or to the maintenance agency towards maintenance of water supply, electricity, parks, open spaces, roads, cleaning and sweeping, street lights, sewer, storm drain etc and for maintaining various value added services until the services are handed over to the respective government agency(ies) /Local body. The BUYER shall deposit with the DEVELOPER a sum as decided by the DEVELOPER by way of interest free security to ensure timely payment of maintenance charges. The amount will be payable by the BUYER and will be paid at the time when possession is offered or sale deed is executed, whichever is earlier. However, the maintenance charges shall become payable from the date of offer of possession.
27. That Common Areas of the Colony, Parks etc. shall not be used for conducting personal functions such as marriages, birthday parties etc.
28. That the BUYER is under the obligation to pay the house tax, water tax and sewerage tax and other such taxes which will be levied on him by the Local Authority / Body under the then prevailing law and rules of the land, when such maintenance services will be transferred to the Local Authority / Body.
29. That all taxes whether levied now or in future on the land or building on this land, as the case may be, shall be borne from the date of booking by the BUYER.
30. That the cost of electric connection is not included in the aforesaid price of the Built House / Built Up Unit and shall be payable by the BUYER in addition to price of Built House / Built Up Unit. Further, the BUYER shall pay on demand to the-DEVELOPER amount to be determined at the time of providing sewer and water connection and any other connection of a service which the DEVELOPER may provide from the mains laid along the road serving the purchased unit.

ANSAL
13.11.2011
DEVELOPER

ANSAL
13.11.2011
DEVELOPER

(9)

Anita Verma
BUYER (S)

31. That the booking / allotment, once made, cannot be cancelled by the BUYER. However, the discretion absolutely rests with the DEVELOPER to allow cancellation subject to forfeiture of Earnest Money. The amount, if any, paid over and above the Earnest Money shall be refunded to the BUYER without any interest.
32. That the DEVELOPER has the right to raise finance from any bank/financial institutions/Body Corporate and for this purpose create equitable mortgage (mortgage by deposit of title deed) of the project land in favour of one or more such institutions and for such an act the BUYER shall not have any objection and the consent of the BUYER shall be deemed to have been granted for creation of such charge during the construction/ development of the project. Notwithstanding the foregoing, the DEVELOPER shall ensure to have any such charge, if created, cleared and vacated on completion of the project or before transfer/conveyance of title deed in favour of the BUYER.
33. That the DEVELOPER shall have the first lien and charge on the said Built House/ Built Up Unit in the event of the BUYER parting with any interest for all its dues / and / or that may hereafter become due and payable by the BUYER to the DEVELOPER under this Agreement.
34. That the BUYER is not entitled to transfer/encumber his rights under this Agreement till the sale of the Built House / Built Up Unit in his favour is completed except with prior written consent of the DEVELOPER and on payment of such transfer/administrative charges as may be specified by the DEVELOPER in this behalf. The transferee shall be bound by the terms of this Agreement in all respects.
35. That the BUYER shall be entitled to the possession of the Built House / Built Up Unit only after the amounts payable under this Agreement are fully paid.
36. That the BUYER shall be entitled to have the Built House / Built Up Unit mutated in his/its name in the municipal government records on the strength of certified copies of the sale deed.
37. That the BUYER shall get his complete address registered with the DEVELOPER at the time of booking and it shall be his sole responsibility to inform the DEVELOPER by registered letter about all subsequent changes, if any in his address, failing which all demand notices, letters posted and correspondences made at the last recorded address available with the DEVELOPER shall be deemed to have been received by him at the time when those should ordinarily reach such address and the BUYER shall be responsible for any default in payment and other consequences that might occur there from. Any change in the address shall be supported with relevant documentary evidence.

ANSAL PROPERTIES & INFRASTRUCTURE LTD.
1st Floor, V.K. C.A. Building
13, Kana Pratap Marg, Lucknow

DEVELOPER

(10)

Anita Verma
BUYER (S)

38. That all letters, receipts and / or notices issued by the DEVELOPER or its appointed Maintenance Agency and dispatched under a certificate of posting or courier to the last address known to it of the BUYER shall be sufficient proof of receipt of the same by the BUYER and shall fully and effectually discharge the DEVELOPER or its nominee.
39. That the transfer of the unit including rights as allottees herein, will be at the sole discretion of the DEVELOPER and will need its prior written approval and will be permitted only if the law of the land permits such transfer. Administrative charges as prescribed by the DEVELOPER from time to time will be paid by the transferor, at the time of transfer. Any change in the name of the BUYER (including addition / deletion) as registered with the DEVELOPER will be deemed as transfer for the purpose. The administrative charges for the transfer of the plot amongst family members (husband / wife and own children / mother / father and brother / sister) will be 25% of the normal administrative charges. Claims, if any, between transferor and transferee as a result of subsequent reduction / increase in the area of the plot or its location will be settled between themselves i.e. transferor and transferee and the DEVELOPER will not be a party to it.
40. That in case of death of the BUYER, the allotted property would be transferred to the legal heir of the BUYER on submission of the required documents.
41. That upon taking possession of the Built House / Built Up Unit, the Buyer shall have no claim against the DEVELOPER as to any item of work, quality of work, materials, installations etc. in the said Built House / Built Up Unit or any other ground whatsoever. Complaints, if any, are to be got removed before delivery of possession to the BUYER.
42. That the common walls of the adjoining house shall be jointly owned and used equally for support whether vertical or lateral etc. by the respective house buyers as the common walls are partly on each adjoining Built House / Built Up Unit. The area of the house includes half of the area covered by the common walls.
43. The internal maintenance of said Unit including walls and portions, pipes, attached lawn and terrace areas shall be exclusive responsibility of the BUYER from the date of possession or Possession Due date, whichever is earlier.
44. That if, after the possession of the said Built House / Built Up Unit is handed over to the BUYER, any additions or alterations in or about or relating to the said house are required to be carried out by the

ANSAL
DEVELOPER

URE LTD.
ng
-226001

(11)

Anika Verma
BUYER (S)

- Government or Local Authorities or pursuant to any statutory requirement, the same shall be carried out by the BUYER in cooperation with other BUYERS in the said house at their own cost and the DEVELOPER shall not be in any manner liable or responsible for the same. All such additions and alterations shall be carried out after getting the plans thereof sanctioned from concerned authorities. But such additions or alterations shall not change the exterior design color and facade of the Built House / Built Up Unit.
45. That upon the completion of the Built House / Built Up Unit and on receipt of full consideration money and any other dues, the DEVELOPER shall complete the sale and effect the conveyance of Built House / Built Up Unit in favour of the BUYER and on the terms and conditions of this Agreement except those considered by the DEVELOPER as unnecessary.
46. That the BUYER upon sale and/or delivery of possession will be entitled to the use and occupation of the Built House / Built Up Unit without any interference or hindrance but subject to terms and conditions contained herein.
47. That the entire maintenance, upkeep preservation and operation of common services as mentioned in **Schedule-III** of this Agreement shall be done by the DEVELOPER or by its appointed Maintenance Agency on the terms and conditions to be determined by the DEVELOPER or its appointed Maintenance Agency from time to time. The BUYER shall make the payment of maintenance charges which shall be on the basis of the prices prevailing for commodities, services official fees, taxes of the area of the Built House / Built Up Unit on which the Built House / Built Up Unit has been constructed. The BUYER shall also pay by way of interest free security deposit to ensure such payments by him. The amount will be payable as demanded by the DEVELOPER or its appointed Maintenance Agency. The maintenance charges shall become payable from the date when possession of the Built house / Built Up Unit is offered to BUYER by the DEVELOPER.
48. That the BUYER unconditionally agrees and undertakes that in case of default in payment of the aforesaid maintenance charges, the DEVELOPER or the Maintenance Agency shall be entitled to discontinue/disconnect the common services apart from the right to recover the charges with minimum simple interest @ 18% p.a. from the BUYER and/or from the occupier of the Built House / Built Up Unit from out of the rent payable to the Buyer through the process of Court or otherwise.
49. That the above arrangement will be applicable till the maintenance of various services of the entire house is handed over to the local/civic body or other agency. The BUYER agrees and consents to the above arrangement and will not question the same singly or jointly with other buyers.

ANSAL PROPERTIES
DEVELOPER

(12)

Anurita Ver
BUYER (S)

However, the DEVELOPER or the Maintenance Agency may withdraw from the management aforesaid at any time after a general notice to the House Owner / Occupier / BUYER (and give up its residuary rights therein).

50. That the BUYER of the respective unit/Built House / Built Up Unit hereby unconditionally undertakes and agrees to make the payment of maintenance charges as fixed by the Maintenance Agency from the date when the physical possession of his/her/its unit is offered to him/her/it. In the event of failure the BUYER hereby unconditionally undertakes to pay the interest on the amount due as fixed by the Maintenance Agency.
51. That the BUYER also unconditionally undertakes and agrees that in the event of his failure to make the regular payment of maintenance charges, the maintenance agency shall be free to disconnect/discontinue the services being provided by it to the BUYER.
52. That the DEVELOPER shall have the right to recover any increased amount of compensation payable to Lucknow Development Authority or any other authorities in future on account of decisions of Courts / Tribunals for the land given to the Company by Lucknow Development Authority and the same shall be recoverable from the BUYER of the land / built-up houses as and when intimated to them. This amount shall also include the cost of litigation incurred by the DEVELOPER and / or Lucknow Development Authority. That if any major infrastructure charges such as embankment, ring road, flyover, metro etc. is provided by the Lucknow Development Authority, U.P. State Electricity Board or any other authority (ies) or local body (ies) or the State Government during the project period consequent to which the proposed township will be directly benefited, the BUYER shall pay proportionate charges of such infrastructure on pro-rata basis to the DEVELOPER.
53. That the BUYER hereby unconditionally undertakes and agrees to take the physical possession of his/her/its respective unit within 60 days of the receipt of the letter offering possession after making the payment of dues in respect of his/her/its house. In the event of failure, the BUYER further unconditionally undertakes to make the payment of penalty as fixed by the Builder / DEVELOPER/ Owner.
54. That the BUYER hereby covenants with the DEVELOPER to regularly pay the amounts which the BUYER is liable to pay under this Agreement and to observe and perform all the terms and conditions contained in the Agreement and to keep DEVELOPER and its agents and respective estates and effects, indemnified and harmless against the said payments and to the observance and performance of the said terms and conditions and also against any loss or damages that the DEVELOPER may suffer as a result of non-payment / non-observance or non-performance by the BUYER.

ANSAL PRC
13, 11

DEVELOPER

(13)

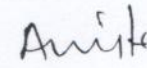
Anita Verma

BUYER (S)

55. That before signing this Agreement, the BUYER has satisfied himself / herself / itself about the title and interest of the DEVELOPER in the said land and undertakes all limitations and obligations in respect of it as no further investigation is required by the BUYER.
56. That the BUYER, if resident outside India, shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Management Act and other applicable law including that of remittance of payment(s) and obtaining requisite permissions as prescribed by law for acquisition/owning of property and for submission of any documents / declarations etc. as prescribed in the Law.
57. That the BUYER shall abide by all Laws, By laws, Rules and Regulations of Lucknow Development Authority / Local Bodies and the law of the land and shall also be responsible for all deviations, violation or breach of any of the conditions of prevailing law, bylaws, rules and regulations.
58. The company has made clear to the BUYER that it shall be carrying out extensive development construction activities for many years in future in the Colony and shall also be connecting/linking amenities/facilities viz electricity, water, sanitary/drainage systems etc. of additional development/construction with the existing ones in the colony. The BUYER has confirmed that he/she/they shall not make any objection or make any claim or default any payments as demanded by the company on account of inconvenience, if any, which may be suffered by him/her/them due to such developments/constructions activities or incidental/ relating activities as well as connecting/linking amenities/facilities etc. as above said.
59. The BUYER shall not use or allow to be used the said unit for any purpose other than residential. The BUYER shall not cause nuisance to the other occupants in the adjoining areas and shall not obstruct/ block the common area of the colony, common amenities/facilities etc.
60. That the BUYER has entered into this Agreement with full knowledge and subject to all the latest notifications and rules applicable in the area from time to time.
61. That the BUYER accepts the terms and conditions contained in this agreement and hereby consents to sign this agreement before possession is claimed by him or earlier if required. The BUYER consents to the changed conditions, if any, that the DEVELOPER may incorporate in the Agreement hereinafter.


DEVELOPER

(14)


BUYER (S)

62. That the BUYER agrees that DEVELOPER will have full powers to cancel the allotment / registration / agreement and to forfeit the total earnest money deposited and also to initiate legal action/processes if it is found that the BUYER has given any false information or suppressed any material fact.
63. That it is hereby mutually agreed that any claim, dispute, controversies, disagreements or differences which may arise between the parties or their representatives in relation to or in connection with this Agreement or a breach thereof during currency or expiry of the Agreement, the same shall be settled by mutual consent failing which the matter be referred to the decision of an arbitrator, to be appointed in writing by the parties, or if they can not agree upon a single arbitrator to the decision of three persons as arbitrators, one to be appointed by each party and they shall appoint the third arbitrator who shall act as the presiding arbitrator. The arbitration proceedings shall be governed by the then prevailing rules and provisions of Arbitration and Conciliation Act, 1996.
64. Any dispute arising out of this Agreement shall be subject to jurisdiction of Lucknow Courts only.
65. That if the land covered under the plot belongs to Gaon Sabha either full or in fraction in the future then the allottee shall enjoy free hold right and expenses involved in making the lease hold land of Gaon Sabha to free hold category will be paid to Govt. by the developer and the same shall be charged proportionally to the Allottee.
66. This unit is the part of Hi-Tech Township projects as approved by the Government of Uttar Pradesh and is being allotted by the Developer Company with the belief that all the rules and policies as laid down by the Government have been complied with. In case however, at subsequent stage if the status of the project is adversely affected by any action, directions or the orders of the Government which may also adversely affect the title of this unit then the Developer Company shall not be liable to pay for any damages to the allottee and in such a situation the money deposited by the applicant shall be refunded to him/her by the Developer Company with simple interest as per the bank rates admissible for savings Bank Account.

ANSAL
13
DEVELOPER

(15)

Anita Verma
BUYER (S)

SCHEDULE I
(A) DOWN PAYMENT PLAN (WITH 14% REBATE)

	Schedule of Payment	%	Date of Installment Due	Amount Payable
1)	At the time of Allotment	5%		Rs.
2)	Within 45 Days from the date of Allotment (Less Down Payment Discount of 14%)	90%		Rs.
3)	At the time of Possession	5%		Rs.

(B) INTEREST FREE INSTALLMENT PLAN

	Schedule of Payment	%	Date of Installment	Amount Payable
1)	At the time of Allotment	5%	29-10-11	Rs. 301100
2)	Within 2 months from the date of allotment	5%		Rs. 301100
3)	Within 4 months from the date of allotment	5%		Rs. 301100
4)	Within 6 months from the date of allotment	5%		Rs. 301100
5)	Within 8 months from the date of allotment	10%		Rs. 602200
6)	On commencement of construction	10%		Rs. 602200
7)	On construction reaching plinth level	10%		Rs. 602200
8)	On commencement of ground floor roof slab	10%		Rs. 602200
9)	On start of internal plumbing & electrical works	10%		Rs. 602200
10)	On start of Internal Plaster	10%		Rs. 602200
11)	On start of flooring of rooms	10%		Rs. 602200
12)	On start of external plaster	5%		Rs. 301100
13)	At the time of offer of possession	5%		Rs. 301100

The installment stages can be called for payment in any sequence depending upon construction stag

ANSAL PROPERTIES & INFRASTRUCTURE LTD.
1st Floor, Y.M.C.A. Building
13, Rana Pratap Marg, Lucknow
DEVELOPER (16)

Anita Verma
BUYER (S)

SCHEDULE - II**SPECIFICATIONS**

STRUCTURE	Load bearing structure conforming to BIS codes with RCC columns and tie. Beams as per design requirement.
FLOOR FINISHES Living/Dining Bedrooms Stairs Balconies	Vitrified/Ceramic Tiles of pleasing shades. Laminated Wooden Flooring with Skirting Marble Non-skid Ceramic Tiles
TOILETS Flooring Walls Chinaware CP Fittings Counter Water Supply Other Fixtures	Non-skid Ceramic Tiles/Porcelain Tiles Ceramic Tiles upto ceiling European Type WC-white shade, wash Basin-white shade Single lever BIS approved CP fittings Granite matching with Floor GI Pipes for hot and cold water supply Looking Mirror, Towel Ring/Rod, Paper Holder, Soap Dish and Health Faucet. Master Bath room of Duplex houses shall be provided with Bathing Cubicle.
KITCHEN Flooring Dado Counter Water Supply Fittings Sink	Non-skid Ceramic Tiles or equivalent Ceramic tiles cladding 2' above kitchen counter & upto 4'-9' Height on other Walls Granite counter GI Pipes for hot and cold water supply BIS approved CP fitting with Mixers Double Bowl Stainless Steel Sink with drain board
JOINERY Windows Doors	UPVC/Anodised Aluminum with Float glass Seasoned Hardwood frames with Moulded Decorative type Flush Door Shutters. The Main Entrance door shall be Teak Wood Panelled/moulded Door fitted with brass fitting. All interior doors shall have Anodised Aluminum Fittings.
WALL FINISHES Internal External	All wood works shall be painted with synthetic enamel paint. All walls of Drawing and Dining rooms/ Bed rooms shall be painted with Plastic Emulsion Paint. Pleasing elevation with semi-permanent Finish/All Weather Exterior Paints.
OTHER FEATURES Electrical Telecommunication Other	Copper wiring in conduits with modular switches Provision of telephone points in drawing room, dining room & all bed rooms. Provision of TV Aerial points in drawing room/lobby and all bedrooms. Only niches for wardrobes shall be provided.

Disclaimer : The above specifications are indicative and are subject to change at the sole discretion of DEVELOPER or Architects.

ANSAL PROJECT
13, DEVELOPER

(17)

Anita Verma
BUYER (S)

SCHEDULE- III
(As mentioned in Clause 42 of the Agreement)

1. Internal roads within the colony to the point of connecting the same with sector roads constructed by the Civil Authority.
2. Water Supply System and its main within the Colony to the point of connecting the same with the mains laid by the Civil Authority.
3. Storm Water Drain within the Colony to the point of connecting the same with the drainage system laid by the Civil Authority.
4. Sewerage Disposal System and its mains within the Colony to the point of connecting the same with the main system laid by the Civil Authority.
5. Street lights / electricity, parks, open spaces, cleaning and sweeping of public areas.

IN WITNESS WHEREOF the parties have set their hands on the day, month and in the year herein first above written.

In the presence of:

For and on behalf of the Developer

1. Witness No.1.

Name.....
S/W/D/O.....
Address

For and on behalf of the Buyer

Witness No.1.

Name.....
S/W/D/O

2. Witness No.2.

Name..... *Pradeep Kumar*
S/W/D/O..... *Arjun Singh*
Address..... *E-2/252 Vineet Khand*
Gromti Nagar Lucknow
9935552666, 9918561111

Witness No.2.

Name.....
S/W/D/O

[Signature]
ANSAL PROPERTIES & INFRASTRUCTURE
1st Floor
DEVELOPER

Anita Ver
BUYER (S)

IN WITNESS WHEREOF the parties hereto have signed this Agreement at Lucknow:

<p>SIGNED, SEALED & DELIVERED BY THE Within named Ansal Properties and Infrastructure Limited</p> <p>In the presence of:</p> <p>WITNESSES:</p> <p>1.</p> <p>2.</p>	<p>For, Ansal Properties and Infrastructure Limited</p> <p>(Authorised Signatory)</p>
<p>SIGNED, SEALED & DELIVERED BY THE WITHIN NAMED Buyer(s)</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>In the presence of :</p> <p>WITNESSES:</p> <p>1.</p> <p>2.</p>	<p>1.</p> <p>2.</p> <p>3.</p> <p>BUYERS(S)</p>

ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED
13, RAJENDRA PRAKASH MARG, LUCKNOW
DEVELOPER

(19)

Anita Verma
BUYER (S)

ENDORSEMENT

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

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

① Mr. Umesh Prakash
s/o. Rabude Lal
② Mrs. Reeta Gupta
w/o Mr. Umesh Prakash
R/o. J-3 Judge Compound
Agra (UP) India

Mrs. Amita Verma
w/o Mr. Brijendra Singh
R/o. P-173 Nehru Enclave
Gomti Nagar Lucknow
(UP) India

Amita Verma
TRANSFERROR(S)

Umesh Prakash
TRANSFEE(S)

The above Transfer is hereby confirmed.

For M/S/ANSAL PROPERTIES AND INFRASTRUCTURE LTD.

(AUTHORISED SIGNATORY)
ANSAL PROPERTIES AND INFRASTRUCTURE LTD.

13, Rana Prasad Road, Gurgaon - 122001

Date:

12/7/13

DEVELOPER

(21)

BUYER (S)