ONE PLACE GROUP PRESENTS

THE FATEH

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ONE PLACE
INFRASTRUCTURES
PVT. LTD.

BUILDER-BUYER AGREEMENT

LIVE IN TRUE ROYALITY IN THE HEART OF LUCKNOW.

STUDIO APARTMENTS | COMMERCIAL SPACES | OFFICE SPACES

BUILDER-BUYER AGREEMENT

THE FATEH

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(Sushant Golf City, ANSAL API, Lucknow)

This agreement is made at ______________________ between M/s. One Place Infrastructure Pvt. Ltd., a Company incorporated under the Companies Act, 1956 One Place Infrastructure Pvt. Ltd. One Place Tower, Club Road, Varanasi – 221002 and branch office at ______________ through its authorized signatory Shri /Smt. ______________________ D/S/W of Shri ______________________ authorized vide resolution dated__________ hereinafter referred to as the developer, which expression shall include its heirs, executors, administrators, permitted assigns, successors, representatives etc. (Unless the subject and context requires otherwise), of the ONE PART.

AND

1. Shri / Smt/Ms. ______________________
   S/W/D / of Shri /Smt ______________________
   resident of ______________________
   ____

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)}

Developer Allottee(s)

4. Hereinafter referred to Allottee(s), which expression shall include his /her /their heirs, executors, permitted assigns etc., unless the subject or context requires otherwise on the **OTHER PART**.

WHEREVER the Allottee(s) is male, female, developer, firm, trust, etc. the expression he, him, she, her, himself, herself, it, itself etc., in this Agreement in relation to the Allottee(s) shall be deemed as modified and read suitably as the context requires.

WHEREVER there is more than one Allottee the expression Allottee(s) /Purchaser(s) in the agreement shall be construed as including each of such allottee, its heirs, executors, administration, representative, assignee etc.

WHEREVER 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 the 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 Townships on Sultanpur Road Lucknow.

AND WHEREAS a Memorandum Of Understanding has been signed between Lucknow Development Authority, Lucknow (the nodal agency) and the said Company for development of Hi – Tech Townships in Lucknow and in furtherance of which the detailed project report (DPR) has been submitted by the said Company which has been approved by Lucknow Development Authority, Lucknow.

AND WHEREAS the detailed lay out plan of the Hi – Tech Townships 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 **COMPANY**.

Developer Allottee(s)

AND WHEREAS in the terms of the development of Hi – Tech Townships on ____________ Lucknow in Uttar Pradesh, the Townships **COMPANY** has been authorized to allot the units of different specifications and sizes developed / constructed by the Company to its allottee(s) on its own terms and conditions. The **COMPANY** is also authorized to carry out and complete the internal and external development of various services on its own as per the Standard specifications confirming to the government policies and the relevant IS/BIS codes, guidelines and practices on the land owned by the **COMPANY.**

AND WHEAREAS a MOU has been signed between M/S. Ansal Properties & Infrastructure Ltd. and One Place Infrastructure Pvt. Ltd. or the DEVELOPER as described above and has received all the authorization and completed the documentation from M/S. Ansal Properties & Infrastructure Ltd./ LDA for the development and construction and Sales/Marketing of the said project as per the terms and conditions detailed in the aforesaid MOU between developer and M/S. Ansal Properties & Infrastructure Ltd.

AND WHEREAS the allottee(s) after fully satisfying himself with the said facts and rights and title of the DEVELOPER to make the allotment of the unit, the subject matter of this Agreement has applied to the developer for allotment of a unit by way of sale in the said Commercial Complex known as **"THE FATEH"**. The unit to be Commercially constructed thereon will hereinafter be referred to as the Commercial Complex.

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 Commercial Complex.

AND WHEREAS the Allottee (S) vide application dated ____________________ had applied for allotment of a Commercial/Office/Studio by way of sale in Hi- Tech Town Ship Popularly Known as ____________ being developed by DEVELOPER who agrees to sell the same to the Allottee (s) on terms & Conditions mentioned in the preceding paragraphs stated below and onward.

Developer Allottee(s)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **That** the DEVELOPER here by agrees to sell and the Allottee hereby agrees to acquire the said premises detailed below at the basics sale price and preferential location charges, If any, mentioned against it and upon the terms and conditions set out hereunder as mutually agreed by and between the parties hereto.

Unit Type	Unit No.	Floor	Tower	Super Area Appx. (Sq.Mt. Sq. Ft.)	Basic Rate (Sq.Mt./Sq. Ft.)	Total Basic Price

2.

a) **That** the rate mentioned in clause -1 above is inclusive of the cost of providing electric wiring and switches in the said premises, However the electric connection charges will be charged extra and the amount payable for the service connections, service lines, substation equipment, cost of area under the subject installation and security deposit etc. Allottee will be required to pay the charges on pro rata basis pr Sq.Ft. as when demanded by the DEVELOPER. The expenses will be charged of Proportion to the area of unit.

b)

i. **That** the Fire Fighting Equipment and Fire Prevention Measures which are required within the unit and which become necessary on account of any interior decoration / partition or heat load created by the Allottee shall be installed by the Allottee himself at his own cost and he will obtain necessary permission in this regard from the concerned Authority / Authorities.

ii. **That** Fire safety Measures are to be as per the existing Fire Safety Code/Regulations. If due to subsequent Legislation/Government orders or directives or guide lines or deemed necessary by the DEVELOPER, any further fire safety measures are undertaken, the proportionate charges in respect thereof shall also be payable on Demand by the Allottee.

iii. **That** there is mandatory provision of allotment of at least one Car Park Bay along with one Office/Shop/Studio unit in the proposed Commercial Complex and DEVELOPER has allotted one Car Park Bay to the Allottee (s) as such the Allottee has agreed to pay to the Developer an amount of Rs. ______________ towards sale consideration of said Car Park bay in the manner as agreed per Schedule - II of Payment Plan.

iv. Other Charges such as holding over charges Rs. 5.00(Rs. Five Only) / Sq.Ft. or **Rs. 53.80 (Rs. Fifty Three and Eighty Only)/Sq.Mt. per month** shall be charged, in case intending Allottee(s) fails to take possession of the flat as and when offered by the Developer.

v. Other charges as per summary of dues as contained in enclosed scheduled of part payment shall be payable by the Allottee(s).

3. **The Allottee (s) also agree and understand that in addition to total sale price, the Allottee (s) shall be liable to pay all taxes and cesses levied or leviable by the government authorities.**

AND WHEREAS the developer relying on the assurances, commitments, confirmation and representation made by the Allottee to faithfully abide by all the terms, conditions and stipulations as stated above, has accepted in good faith his application to allot the unit and is not willing to enter into the MOU on the terms and conditions contained in the MOU and the application form hereinafter: --------

a) That the Allottee has opted for the Down payment Plan, and paid an amount of ____________ (Rupees: ______________________________) Attached hereto, and the balance of Rs. ______________ (Rupees ______________________________only) to be paid to the developer as per 'Annexure A', simultaneous with the execution of this MOU, the receipt of which Developer hereby acknowledges. The Allottee(s) hereby acknowledges that this MOU shall be enforceable only after realization of all the cheques issued by the Allottee(s) towards purchase of the unit.

b) The Developer hereby undertakes to make a fixed payment of Rs. ______________ (Rupees: ______________________________(Hereinafter referred to as Assured Return) every calendar month to the Allottee(s) w.e.f. __________ till ____________which the Allottee(s) duly accepts. (Application n/in case of Down Payment Plan/Flexi Payment Plan)

c) The Allottee(s) agrees that the present payment of assured return is subject to the compliance of the terms and conditions as stated above. The DEVELOPER will give monthly cheques to the Allottee(s) in individual names of all owners /co owners equally. It is agreed between the DEVELOPER and Allottee(s) that after foresaid _______ months, the Allottee(s) shall not be entitled for any interest on amount paid by him or any such additional amount as payment. And the Allottee(s) shall be assigning its right in the said developed units to the DEVELOPER, it is agreed by and between the parties that the Allottee(s) shall be entitled to the sum of Rs.

__________ (Rupees ______________________________________) per sq. ft. on the area of the said developed unit to the DEVELOPER in lieu of its assignment of allotment right as aforesaid to the DEVELOPER.

d) The aforesaid amount mentioned in (b) shall be treated as mutually agreed amount and fair market value of the unit and shall not be negotiable or challenged.

e) The aforesaid PDCs shall be paid to the Allottee after deduction of Tax at source applicable on the date of its issuance. In case, of variation of TDS rate then the Developer shall proceed to issue new PDCs affecting the new TDS rate. In such, scenario, upon intimation from the Developer the Allottee shall be liable to return the earlier issued PDCs for its replacement with the newly issued PDCs. In case, Allottee(s) fails to do the above, then the DEVELOPER shall instruct its Banker to stop the payment of amount mentioned in the earlier issued PDCs and shall dispatch the newly issued PDCs to the registered address of the Allottee without any further liability.

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

5. Any increase/decrease/any fresh levy imposed by Government /Semi Government Body hereafter shall be to the account of Allottee(s) on pro rata basis who shall pay same to the DEVELOPER on demand. Provision to this effect shall be incorporated in the Sale/Conveyance deed to be executed by the DEVELOPER in favour of the Allottee(s) which shall be binding upon the Allottee(s).

6.

a) That the Allottee(s) has already paid a sum of Rs. ________________ (Rupees ______________________________________) of the basic sale price of unit at the time of booking for the purchase of the said premises, the receipt of which the DEVELOPER hereby acknowledges and the Allottee(s) agrees to pay the remaining sale price and all other charges as described in schedule of Payment IA annexed to this Agreement and in the manner indicated therein. Allottee(s) has agreed that the DEVELOPER is under no obligation to send demands/reminders for payments. The timely payment of installments is the essence of the contract.

b) The DEVELOPER and the Allottee(s) hereby agrees that the amounts paid to the former by the latter with application and in installments as the case may be to the extent of 20% of the basic sale price of the unit, will collectively constitute the earnest money shall stand forfeited in case of delay in payment of installments and cancellation of allotment as well as non – fulfillment of the terms and condition of this agreement.

7. That the timely payment of installment as stated in Schedule I- A of the Agreement and 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 Allottee (s) to strictly comply with the terms of timely payment and the other terms and condition of this agreement, failing which allotment shall stand cancelled and the entire amount of Earnest Money deposited by him shall be forfeited and the allottee(s) shall be left with no right or lien on the Unit and the DEVELOPER shall be thereafter be free to deal with the unit in any manner, whatsoever at its discretion.

The amount (s), if any paid over and above the Earnest Money shall be refunded to the Allottee (S) without any interest. In exceptional circumstances, the DEVELOPER may at its sole discretion condone the delay in payments by charging the minimum simple interest of 18% P.A of the amount outstanding and restoration charges thereon.

In the event of the Developer waiving the right of forfeiture and accepting payment on that account, no right, whatsoever, would accrue to any other defaulting Allottee (s) /Purchaser(s). Also, if more than three consecutive installments are not paid the allotment will automatically stand cancelled without any prior intimation to the Allottee(s) and the Allottee(s) shall have no lien on the said unit.

8. In case of default in payment of dues of the Financial institution/ Agency by Allottee(s) the Allottee(s) authorize the DEVELOPER to cancel the allotment of the said unit and repay the amount receive till that date after deduction of Earnest Money and interest accrued on delayed payments directly to Financing Institution/ Agency on receipt of such request by Financial Institution/Agency without any reference to Allottee(s).

a) In case the Allottee(s) want to avail a loan facility from his/ her /their employer or Financial Institution/Agency to facilitate the purchase of the said unit, the DEVELOPER, will facilitate the process subject the following.

b) The terms of the Financial Institution/Agency shall exclusively be binding and applicable upon the Allottee(s) alone.

c) The responsibility of getting the loan sanctioned and disbursed as per the DEVELOPER'S payment schedule will rest exclusively on the Allottee(S). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the company, as per the schedule, shall be ensured by the Allottee(s), failing which, the Allottee(s) shall be governed by the provisions contained in clause 6 as above

9. **That** the Earnest Money shall stand forfeited in case of default by the Allottee (s) 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 unit shall stand cancelled and the Allottee(s) shall be left with no lien, right claim, whatsoever on the property applied for/ allotted and the Developer shall be free to sell / dispose of his unit at its sole discretion.

10. **That** 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 Allottee(s), shall be accordingly delayed, without any claims towards interest for such delay.

11. **That** all payments in terms of this agreement shall be made in favour of M/S. One place Infrastructures Pvt. Ltd. through cheque & drafts payable at Varanasi / Lucknow.

12. **That** the Allottee shall not be entitled to get the name (s) of his nominee (s) substituted in his place. The Developer may however, permit such substitution on such terms and conditions including payment of such administrative charges as it may be deemed fit.

13. **That** the Allottee(s) has entered into this Agreement with the full knowledge & subject to all the laws, notifications and rules applicable to this area in general and Commercial Complex projects in particular which have been disclosed and explained by the Developer and understood by the Allottee(s).

14. **That** the Allottee(s) has fully satisfied himself/ herself about the interest and the title of the Developer in the said land on which the building as a Commercial Complex will be constructed and has understood all limitations and obligations in respect thereof. No more investigation is required by the Allottee(s) in this respect.

15. **That** the Allottee(s) has accepted the plans, designs, specifications shown to him which are tentative and are kept at the Developer's Office and unconditionally agrees that Developer may affect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion deemed appropriate and fit or as may be done by competent authority. The super area may vary without any change in built-up area or dimensions of the unit and the Allottee(s) hereby gives his unconditional consent to such variation/ addition/ alteration/ deletion and modification. The Allottee(s) has also accepted the specifications and information as to the material to be used and features in the construction of unit as set out in the specifications enclosed to this Agreement, which are tentative and the Developer may make such variations and modifications therein, as it may, in its sole discretion, deemed fit and proper or may be done by any Competent Authority and the Allottee (s) gives his unconditional consent for variation and modifications.

16. **The** Allottee(s) recognizes that the cost of 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 Unit' may experience some escalation; and may thus vary. The final expenditure made will be compiled at the stage to 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 upon completion of the project escalates or decreases by the proportion of more than the time of 5% then the difference in the cost will be charged or refunded to the Allottee(s).

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

If as a result of the above alteration etc., there is either reduction or increase in the super area of said premises or its location, no claim, monetary or otherwise shall be raised or accepted except that the original agreed rate per sq.mtr/ Sq.Ft. and other charges will be applicable for the changed area i.e. at the same rate at which the unit was registered/booked or as the Developer may decide and as a consequence of such reduction or increase in the super area, the Developer shall be liable to refund without interest only the extra basic price and other pro-rata charges recovered or shall be recover the additional basic and other proportionate charges without interest as the case may be.

If for any reason the DEVELOPER is not in a position to allot the property applied for the DEVELOPER, at its sole discretion, shall consider for any alternative property or refund the amount deposited with simple interest @ 10% per annum.

18. **That** any increase or decrease up to 15% to the original allotted area shall be acceptable to Allottee(s) and price thereof shall be computed at the booking rate. However, in case increase/ decrease of the area is more than 15% of the original allotted area, the Developer shall have the sole discretion to decide the rate which shall be binding on the Allottee (s) and shall be payable accordingly. 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 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 there on shall be final.

19. **That** in any case the particular Unit is omitted or the DEVELOPER is not able to hand over to the allottee (S) the unit for any other reason other that those mentioned in clause 19 & 20 below, the DEVELOPER shall allot and the Allottee(s) shall accept the alternative unit offered by the company. However in case the DEVELOPER in unable to allot any unit offered by the DEVELOPER, in that case

the Developer shall be responsible only to refund the actual amount received with simple interest @ 10% p.a. by it and shall not be liable to pay any compensation or damages or interest 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 otherwise for taking over the area in which the Unit/ Complex is located. In case any such development takes place hereafter the same shall be at the cost and risk of the Allottee (s) who will be bound to carry out and implement all the terms of this 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 unit. The Developer will not be responsible or liable in any manner whatsoever on account of any development.

21. **That** if in the above situation the Developer has started the construction of the unit and is unable to complete the unit, the allottee will remain obliged to make payment to the DEVELOPER proportionate to the completion thereof as may be certified by the entitled of the DEVELOPER. The decision so made shall be final. However the Allottee(s) shall be entitled to step into the shoes of the DEVELOPER and get the rights of the unit transferred in his favour and also be entitled to received compensation etc. awarded thereof.

22. **That** not withstanding any event mentioned in clause 19 & 20 above. If the DEVELOPER continues with its work in relation to the unit, the terms of this agreement will continue to apply with full force.

23. **That** the DEVELOPER shall endeavor to offer the possession of unit to the allottee within 48 months from the date of sanction of building plans by the authorities subject to force majeure circumstances and on receipt of complete payment of the basics sale price and other charges due and payable up to the date of possession according to the payment plan applicable to Allottee(s) punctually. The DEVELOPER on completion of the construction shall issue final call notice to the Allottee(s) who shall within 30 days thereof, remit all dues and take possession, for any reason whatsoever he shall deemed to have taken possession of the allotted unit from the date the same has been offered, for purpose of payment of maintenance charges or any other levies on account of the allotted unit, but the actual physical possession shall be given on payment of all up to date of outstanding payments as demanded by the Developer.

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