

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

In consequences of the developer abandoning the scheme, the DEVELOPER's liability shall be limited to the refund of the amount paid by the allottee without any interest. No compensation whatsoever shall be payable.

25. **That** the Allottee(s) shall pay the price of the premises on the basis of super area i.e. covered area inclusive of proportionate common areas as determined by the DEVELOPER.
26. **That** the Allottee(s) shall reimburse to the Developer and pay on demand all taxes, levies or assessments whether levied now or leviable in future on land and/or **The Fateh Towers** as the case may be, from the date of booking /allotment. Apportionment of such levies shall be condusive, final and binding upon the Allottee(s).
27. **That** after the Allottee(s) taking possession of the said unit/ premises, the Allottee(s) shall have no claim against the DEVELOPER in respect of any item of work in the said premises which may be alleged not to have been carried out or completed or for any design, specification ,building, materials used for any other reason whatsoever and he shall be entitled to the use and occupation of the said unit/ premises without any interference but subject to the terms and conditions, stipulations and restrictions contained therein.
28. **That** the Allottee(s) agrees and undertakes that he shall after taking possession of the said premises or at any time before or thereafter, have no right to object to the Developer constructing or continuing with the construction of the other building (s) adjoining, put up additional floors to the building, or otherwise in the site earmarked for Commercial Complex in said premises.
29. **That** the Allottee(s) shall from the date of possession maintain the said premises at his own cost , in a good tenantable and in a good condition and shall not do or suffer to be done anything in or to the said building(s) or the said premises, or the staircases , lifts and lift lobbies, shafts, stilts, basements, compound and common passages which may be against rules or by – laws of the municipal authorities, maintenance agencies or any other authority nor shall the Allottee(s) change alter or make alteration in or to the said premises or the building (s) or any part thereof. The Allottee(s) shall be exclusively responsible for any loss or damages arising out of breach of any of these conditions.
30. **That** the Allottee(s) is under the obligation to pay the house tax, water tax and other such taxes which will be levied on him by the Local Authority / Body / Maintenance Agency under than prevailing law and rules of the land, when such maintenance services will be transferred to the Local Authority /Body /Maintenance Agency.

31. **That** the Allottee(s) shall get his complete address registered with the developer at the time of booking and it shall be his /her/their sole responsibility to inform the DEVELOPER by Registered Letter about all subsequent changes, if any, in/his /their address(s), failing which all demand notices, letter posted and correspondences made at the last recorded address available with the DEVELOPER shall be deemed to have been received by him/ her/ them at the time when those should ordinarily reach such address and the Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from. Any change in the address shall be supported with relevant documentary evidence.
32. **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 Allottee(s) shall be sufficient proof of receipt of the same by the Allottee(s) shall fully and effectually discharge the company and its nominee.
33. **That** the transfer of the unit including rights as Allottee(s) 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 permit such transfer, administrative charges as prescribed by the DEVELOPER from time to time will be paid by the transferor at the time of transfer for the purpose. The administrative charges for the transfer of the unit amongst family members (Husband / Wife / 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 unit or its location will be settled between themselves i.e. transferor and transferee and the Developer will not be a part to it.
34. **That** in case of death of the Allottee(s), the allotted property would be transferred to the legal heir of the Allottee(s) on submission of the required documents.
35. **That** the Allottee(s) shall not use the said premises or permit the same to be used for purpose other than the purpose sanctioned as per govt. regulations or as may be earmarked in the zoning/ Building plans sanctioned by the competent authority or use for any purpose which may or is likely to cause nuisance or annoyance to occupiers of **The Fateh Towers** for any ill -legal or immoral purposes, and shall not to do or suffer anything to be done in or about the said premises which tend to cause damage to any flooring or ceiling of any premises above, below or any manner interfere with the use thereof or of spaces , passages or amenities available for common use.
36. **That** the Allottee(s) shall not put up any name or sign board, neon, sign, publicity or advertisement material , hanging of clothes etc. on the external façade of the building or anywhere on the exterior of the building or common areas and shall not change the colour scheme of the outer walls or printing of the exterior side of the doors and windows etc. or carry out any change in the interior elevation, architectural features and design.
37. **That** except for the areas herein allotted and the necessary ease entry rights pertaining there to, all the common areas and the facilities and the residuary rights in the proposed building(s) shall continue to

vest in the Developer till such time as the same or a part thereof is allotted, sold or otherwise transferred to any particular Allottee or / to any association.

38. The Allottee(s) unconditionally agrees that in case during the course of construction and, or after the completion of the building(s) further construction on the unit on the building become possible, the company shall have the sole right to take up or complete such further construction belonging to the Developer not with standing the designation and allotment of any common areas as limited common areas or otherwise It is agreed that in such a situation the proportionate share of the Developer in the common areas and facilities and limited Common areas facilities shall stand varied accordingly. Money charged for those areas will be refunded.
39. **THAT** it is mutually agreed that save and except in respect of the said premises hereby agreed to be acquired by the Allottee(s), he shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress / egress over in respect of land, Open Spaces and all or any of the common areas such as lobbies, staircase, lifts, corridors, which shall remain the property of the DEVELOPER.
40. **THAT IT IS CLEARLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO** that the company shall have unqualified and unfettered right to sell to anyone of their choice, the terrace above the top floor of unit /building(s), subject to the necessary means of access to be permitted for such purposes so as to reach the water tank and lift room of the building(s). The purchasers of such terraces shall be entitled to make use of the same for such purposes, as may be permitted by the DEVELOPER.
41. **THAT** the DEVELOPER has the right to raise the finance from Bank/ Financial institution/ Body Corporate and for this purpose create equitable mortgage (mortgage by deposit of title deed) of the project land in favour of one or more such institutions and for creation of such a charge the Allottee(s) shall have no objection during the development of the project. Not withstanding the foregoing, the company shall ensure to have any such charge, if created, cleared and vacates before the conveyance of title in favour of the Allottee(s).
42. **THAT** the DEVELOPER shall have the right to recover any increased amount of compensation payable to Lucknow Development Authority, Lucknow or any other authorities in future on account of decisions of Courts / Tribunals for the land acquired/ resumed and transferred to the DEVELOPER by the State Government Lucknow Development Authority, Lucknow and the same shall be recoverable from the Allottee(s) of the land/ built-up unit as and when intimated to them. This amount shall also include the cost of litigation incurred by the Developer and/ or Lucknow Development Authority , Lucknow. That if any major city level infrastructure charges (such as embankment, ring road, flyover, metro etc. is provided by the Lucknow Development Authority, Lucknow, U.P State Electricity Board or any other authority (ies) of the Central Government/ State Government during the project period, consequent to which the proposed township will be directly or in directly benefitted), they are levied

on the Developer, Allottee(s) shall pay proportionate charges of such infrastructure on pro-rata basis to the DEVELOPER, as and when demanded by the DEVELOPER.

43. **THAT** the DEVELOPER or its nominated Maintenance Agency shall look after the maintenance and upkeep of the common areas and facilities until these are handed over to some corporate body or other agency appointed by the Developer for maintenance, upkeep, repairs, security etc. of the building(s) including the landscaping and common area. The Allottee(s) unconditionally agrees and consents to the said Agreement and he shall pay interest free security deposit and maintenance charges as determined by the Developer or its appointed Maintenance Agency from time to time depending upon the maintenance cost. In addition to maintenance charges, there will be contribution to the replacement fund etc. Any delay in payments will make the Allottee(s) liable for interest @ 24% per annum. The Allottee(s) further unconditionally agrees that in the event of non-payment of any of the charges within the specified time shall also dis-entitle the Allottee(s) to the enjoyment to common services including lifts, electricity, water etc. and the Maintenance Agency shall be free to discontinue/disconnect the said services. The Allottee(s) also undertakes & agrees to execute a separate agreement with the Maintenance Agency, the format of which has been seen and approved by the Allottee(s).
44. **THAT** the said premises here by allotted from part of Commercial Complex **The Fateh Towers**. It is in the interest of all the Allottee(s)/ Occupiers that safeguard be provided to prevent entry to unauthorized person(s) into the said Complex. To give an effective hand to the Developer/ Maintenance Agency to deal with such unlawful entrants / loiters / peddlers etc. and also to enable the Developer/ Maintenance agency in particular and owners/ lawful occupants of the various premises in general to deal more effectively with the security of the said Complex and maintenance of order therein, the entry be regulated. For this the Maintenance Agency shall be free to restrict the entry of anyone into the **The Fateh Towers**, whom it considers undesirable at the outer gate itself unless the Allottee(s) himself gives permission to allow anyone to enter or escort them out as well. The security services will be without any liability of any kind upon the Developer/ Maintenance Agency. Security costs will be part of the Maintenance Charges.
45. **THAT** the Allottee(s) shall pay, as and when demanded by the Developer, the stamp duty, registration charges and other incidental and legal expenses for execution and registration of sale deed in his favour, which shall be executed and got registered after receipt of the full price, other dues and the said charges and expenses from the Allottee(s) in respect of the said premises. The sale deed shall be executed and got registered in favour of the Allottee(s) within the reasonable time after the final construction at the site and on receipt of all dues.
46. **THAT** the booking / allotment, once made, cannot be cancelled by the Allottee(s). 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 Allottee (s) without any interest

47. **The DEVELOPER** shall have the first lien and charge on the said unit for all its dues and other charges payable by the allottee (s) to the DEVELOPER.

Unless a conveyance deed is executed and registered, the DEVELOPER shall for all intents and purposes continue to be the owner of the land and also the construction thereon and the Agreement shall not give to the Allottee(s) any right or title or interest therein, except that all taxes and levies shall be paid by the Allottee(s) as stated herein before.

48. **The Allottee(s)** undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the units, Storage Spaces, Car Parking Spaces, Other Common areas, facilities and amenities.
49. **THAT** in case there are joint Allottee(s), all communication shall be sent by the DEVELOPER to the Allottee(s) whose name appears first and at the address given by him which shall for all purpose be considered as served on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s). The Allottee(s) has agreed to this condition of the Developer. It shall be the responsibility of the Allottee(s) to inform the DEVELOPER by a Registered (A.D) / Courier letter about all subsequent changes, if any, in his address, failing which all communications and letters posted at the first registered Address will be deemed to have been received by him at the time when those would ordinarily reach at such address.
50. **THAT** the Allottee(s), if a resident outside India, shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Regulation Act, 1973 and other applicable laws including that of remittances of payment(s) and for acquisition of the immovable property in India. A declaration to that effect will have to be furnished by him.
51. **THAT**, if the Allottee(s) has to pay commission or brokerage to any person for services rendered by such person to him whether in India or outside India for acquiring the said premises for the Allottee(s), the DEVELOPER shall in no way whatsoever be responsible there for and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Developer for the said premises.
52. **THAT** the construction of **The Fateh Towers** will confirm to the Specifications enclosed to this Agreement subject however, to variation/ modification as approved by the appropriate authority.
53. **THAT** the Allottee(s) shall abide by all Laws, Rules and Regulations of the Central Government/ State Government/ Lucknow Development Authority / Nagar Nigam. Lucknow/ Local Bodies and shall exclusively be responsible/ liable for all defaults, violation or breach of any of the conditions, levies or Rules and Regulations as may be applicable.
54. **THAT** the Allottee(s) undertakes to join in the execution of such documents and applications as may be required to obtain various permission 'from the income Tax and other authorities to facilitate the

registration of the sale deed in his favour, failing which the Allottee(s) shall be liable for all consequences arising from failure or neglect on the part of the Allottee(s) to do so.

55. **THAT** it is expressly agreed between the parties that the Allottee(s) shall not be entitled to assail this Agreement on the ground of want of mutuality even if any stipulations herein are held to be lacking mutuality.
56. **THAT** as already stated, all costs of stamp duty, registration fee and all other miscellaneous / incidental expenses for registration of the sale deed shall be born exclusively by the Allottee.
57. **THAT** the DEVELOPER has made clear to the Allottee(s) that it shall be carrying out extensive development/construction activities for a reasonable time in future in the premises and shall also be connecting/linking the amenities/facilities viz., electricity, water, sanitary/drainage systems etc. of additional development/construction with the existing ones in the premises. The Allottee(s) has confirmed that he/she/they shall not make any objection or make any claim or default any payments as demanded the DEVELOPER 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 of amenities / facilities etc. as above said.
58. **THAT** the sale deed shall be executed and got registered in favour of the Allottee(s) within six months from the date of intimation after the unit has been finally demarcated at the site and after receipt of full sale consideration and other charges and compliance of all other terms and conditions of this Agreement by the Allottee(s). The cost of stamp duty, registration charges, and freehold conversion charges and other incidental charges and expenses will be borne by the Allottee(s) in addition to full sale price of the unit, as and when demanded by the DEVELOPER. In case the Government demands any stamp duty / registration charges and freehold charges on this agreement, the same shall be borne the Allottee(s) as per the prevailing rules of the govt.
59. **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.**
60. **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 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 shall not be liable to pay for any damages to the Allottee(s) and in such a situation the money deposited by the applicant shall be refunded to him/her by the Developer with simple interest as per the bank rates admissible for Savings Bank Account.**
61. **THAT** it is agreed that courts at Lucknow alone shall have jurisdiction for adjudication of all matters arising out or in connection with this agreement.

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

SIGNED, SEALED & DELIVERED BY THE within named One Place Infrastructure Pvt. Ltd. In the presence of : WITNESSES: 1. 2.	For, One Place Infrastructure Pvt. Ltd. (Authorised Signatory)
SIGNED, SEALED & DELIVERED BY THE WITHIN NAMED Allottee(s) In the presence of : WITNESSES: 1. 2.	1. 2. 3. ALLOTTEE(S)

ENDORSEMENT

1

I/we hereby assign all the rights and liabilities under this agreement in favour of:

TRANSFEROR (S)

I/we hereby assign all the rights and liabilities under this agreement in my/our favour of:

TRANFEREE (S)

The above transfer is hereby confirmed.

FOR ONE PLACE INFRASTRUCTURE PVT. LTD.

(AUTHORISED SIGNATORY)

Date.....

ENDORSEMENT

2

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 in my/our favour of:

TRANSFEROR (S)

TRANFEREE (S)

The above transfer is hereby confirmed.

FOR ONE PLACE INFRASTRUCTURE PVT. LTD.

(AUTHORISED SIGNATORY)

Date.....

ENDORSEMENT

3

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 in my/our favour of:

TRANSFEROR(S)

TRANFEREE(S)

The above transfer is hereby confirmed.

FOR ONE PLACE INFRASTRUCTURE PVT. LTD.

(AUTHORISED SIGNATORY)

Date.....



ONE PLACE GROUP OF COMPANIES

ONE PLACE INFRASTRUCTURES PVT. LTD.

ONE PLACE FOOD & BEVERAGES PVT. LTD.

ONE PLACE AUTOMOBILES PVT. LTD.

ONE PLACE INDIA SALES PVT. LTD.

ONE PLACE GLOBAL TRADE SOLUTIONS PVT. LTD.

ONE PLACE WORLD CONSTRUCTION PVT. LTD.

ONE PLACE MOTION PICTURES PVT. LTD.

1981 ONE PLACE IMPERIAL EDUCATION FORUM

ONE PLACE SALES PVT. LTD.

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