

Sprameya Residency



Builder Buyer Agreement

ALLOTMENT LETTER

KRISHNA ESTATE DEVELOPERS PVT. LTD.



ALLOTMENT LETTER / AGREEMENT

KRISHNA ESTATE DEVELOPERS PVT. LTD.

Registered Office: H.No. 1/11006, Gali No. 4, Saptrishi Marg, West Subhash Park,
Navin Shahdara, Delhi - 110032

Corporate Office: D-6, Sector - 61, Noida,

Project
"APRAMEYA RESIDENCY"
NH-58, Raj Nagar Extn., Ghaziabad

Allotment no.:

Issue on Date:

Application No.:

Customer Code No.:

KRISHNA ESTATE DEVELOPERS (P.) LTD.

In Noor Nagar, NH-58, Raj Nagar Extn., GHAZIABAD.

To

.....
.....
.....

Sub.: Allotment of Residential Flat in our project '**APRAMEYA RESEDENCY**' in Noor Nagar, NH- 58, Raj Nagar Extn., Ghaziabad.

Dear Sir/Madam,

Please refer to your application dated..... We are pleased to allot you a Flat in our project '**APRAMEYA RESIDENCY**' in Noor Nagar, NH-58, Raj Nagar Extn., Ghaziabad (U.P.) as per details given below:

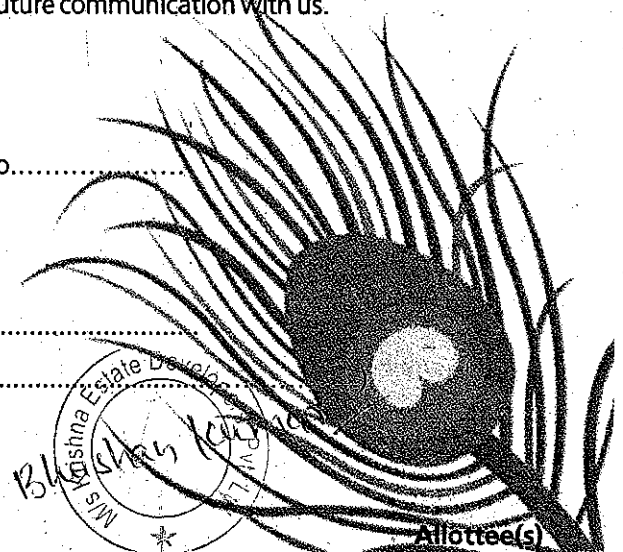
This allotment letter is subject to the terms and conditions annexed herewith and of your acceptance of the same and shall prevail over all other terms and conditions given in our brochures, advertisements, price lists and any other sale document. You are requested to quote the allotment No. /ID No. in all future communication with us.

DETAILS OF THE FLAT

Type Tower Flat No.
Floor Super Area Sq.ft.

BASIC SALES PRICE (excluding all other charge) Rs.
(Rupees)

(Company)



Allottee(s)

OTHER CHARGES (PAYABLE)

Car Parking: Covered: Rs..... Open: Rs.....
Club Membership: Rs..... EDC: Rs.....
FFC: Rs..... IFMS: Rs.....
Power Back Up: Rs..... ECE: Rs.....
(@ 20000/Kva)
PLC Park Facing: Rs..... Floor PLC: Rs.....

TOTAL: Rs.....
(Rupees).....

PAYMENT DETAILS

Booking Amount: Rs.....
Paid vide Receipt No.: **Dated:**

The Demand for future Payments will be sent according to Payment Schedule Annexure-C, as per **Plan A & Plan B**

Down Payment Plan-A ☐ Yes ☐ No
&
Construction Linked Plan-B ☐ Yes ☐ No

POSSESSION

Possession of the Flat will be given within months from the date of Agreement subject to the receipt of the entire Basic Price, Extra charges, registration charges and any other charges as may be intimated by the Company subject to grace period of six months due to unavoidable delays if any.

Further the possession of the Flat will be given after the execution and registration of the Sale Deed in favour of the Allottee(s).

Note: The installment call notice given by the Company shall be to the effect that installment has become due & shall be final & binding. It is also made clear that timely payment of all installments is essence of this Allotment.

For KRISHNA ESTATE DEVELOPERS (P) LTD.

Place:

Authorized Signatory

Date:

ENCLOSURES:

- **Annexure 'A'**- Terms and Conditions
- **Annexure 'B'**- Specifications
- **Annexure 'C'**- Payment Plans

(Company)

Allottee(s)

TERMS AND CONDITIONS

Annexure-'A'

This allotment letter is made by **M/S KRISHNA ESTATE DEVELOPERS PVT. LTD.** a company incorporated under the companies' act 1956 having its corporate office at D-6, Sec-61, Noida, U.P. (hereinafter referred to as the company).

IN FAVOUR OF

1. Mr./Ms.
S/D/W of
R/o.
.....

2. Mr./Ms.
S/D/W of
R/o.
.....

(Hereinafter referred to as the allottee(s))

- a. WHERE AS as per record land owning company has acquired the land by virtue of sale deed. Thereafter, a development agreement and registered GPA was executed in favour of **M/s Krishna Estate Developers Pvt. Ltd.** from land owning company in respect of project land at Noor Nagar, NH-58 Raj Nagar Extension, Ghaziabad.
- b. WHERE AS a scheme of group housing was submitted to G.D.A. vide letter / receipt no.
Dated.....
- c. AND WHERE AS in terms of all approvals and exemptions as accorded to the Company by the UP Government, the company is entitled to develop and promote residential flats on the said land and make allotment of the flats to the intending purchaser in the residential flats proposed to be developed by the company which is more particularly known as 'Aprameya Residency' situated at NH-58, Raj Nagar extn., Ghaziabad, district Ghaziabad, U.P (hereinafter known as the "project").
- d. AND WHERE AS the company has represented and allottee has specifically noted that the performance by the company of its obligations under this agreement is contingent upon approval of plans by G.D.A. UP permissions from various government, statutory, authorities and bodies and any subsequent amendments / modifications / revisions in the law rules, status, ordinances which may come into force from time to time and any permission approval/ sanction/NOC may affect the ability of the company and due performance of its obligations and hence the company will not be responsible and kept indemnified by the allottee and no claim by the allottee in this regard will be entertained by the company.

(Company)



allottee(s)

- e. AND WHERE AS being fully satisfied, the allottee agrees and undertakes that no further investigations are required regarding the title, right and authority of the company. The allottee has acted solely on his own judgment to buy the flat and fully satisfied of the competency of the company to execute the flat buyers agreement.
- f. AND WHERE AS the company, relying on the confirmations, representations and the assurances of the allottee to faithfully abide by all the terms & conditions and in spirit as contained in this agreement, has accepted in good faith the application of the allottee to allot a residential flat more fully described as above, and is now desirous and willing to execute this flat buyers agreement on the terms and conditions as appearing hereinafter.

Disclaimer: Nothing contained in this letter should be construed as Company's intent to allot you a Flat in "**APRAMEYA RESIDENCY**," NH-58, Raj Nagar Extn., Ghaziabad. The company reserves its right to cancel the allotment process, modify any term and condition, alter / delete / add / remove / change any layout, design, specifications, details pertaining to flat or building in the '**APRAMEYA RESIDENCY**', Ghaziabad or any part thereof. The allotment of Flat is subject to condition in the Flat Buyer Agreement till the Flat Buyer Agreement is duly executed upon Allotment of flat and upon fulfillment of terms and conditions therein, the Company at its sole discretion can withdraw this offer without assigning any reason whatsoever.

Builder Buyer Agreement

"NOW THIS ALLOTMENT LETTER WITNESSED AS UNDER"

A. PAYMENTS

1. That in response to your aforesaid application dated.....with an initial earnest money of Rs.vide cheque/DD/cash..... dated..... **M/S Krishna Estates Developers (P) Ltd.** subject to your acceptance of the terms and conditions mentioned herein after, provisionally(hereinafter referred to as 'the flat allottee') allotted a residential flat as per details mentioned above, at the rate ofper sq. ft. The allottee has paid.....% Rs.of the basic sale price, at the time of making an 'application for registration for allotment of residential flat' in the project, here in after referred to as 'earnest money' and in consideration of allottee having agreed to pay the remaining basic sale price and all other charges as described in payment plans and agreeing to make timely and complete payment.
2. That the timely payment of installment as indicated in the payment plan or demand raised by the company, is the essence of this allotment. If any installment as per the Schedule/demand is not paid on its due date, the company will charge interest at the rate of 24%p.a. on delayed payment for the period of delay. However, if the same remains in arrears for more than three consecutive installments, the allotment will automatically stand cancelled without any prior intimation to the allottee(s) and the Allottee(s) will have no lien on the flat. In such a case, 20% of the total basic price of the flat will stand forfeited and the balance amount, if any, will be refunded without any interest. However, in exceptional and genuine circumstances the company may, at its sole discretion, condone the delay in payment exceeding three month by charging interest @ 24% P.A. and restore the allotment in case it has not been allotted to some one else on the waiting list. In such a situation, a alternate flat, if available, may be offered in lieu of the same.

Blushan Kumar
M/S Krishna Estates Developers (P) Ltd.

3. That for preferentially located flat, extra charges will be payable, if any, for cancellation.
4. That in case the Allottee(s), at any time desires for cancellation of the allotment, it may be agreed to, though in such a case 20 % of total basic price of flat will be forfeited and balance, if any, will be refunded without any interest.
5. That in case the Allottee(s) want to avail of a loan facility from his employer or any financial institution or any bank to facilitate the purchase of flat applied for, the company shall facilitate the process subject to the followings;

The No-objection letter shall be issued by the company at its discretion and on the specific request by the Allottee and should not be construed to mean that company in any manner expressly or by implication, party to the agreement or undertaking if any between allottee and the Financial Institution. Company at its sole discretion to agree to enter into any Tripartite Agreement involving company, Financial Institute and Allottee.

The terms of the financing agency shall exclusively be binding and applicable upon the allottee(s) only.

The responsibility of getting the loan sanctioned and disbursed as per the company's payment schedule will exclusively be on the allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the company, as per schedule/demand, shall be ensured by the allottee(s), failing which, the allottee(s) shall be governed by provisions contained in clause A2 as above.

B. CONSTRUCTION AND COMPLETION

6. That the completion of the apartment/flat will be done as per the completion date subject to receiving the entire cost and other payment as per the terms and conditions of this allotment, however, if the allottee(s) opts to pay in advance of schedule, he may do so but no discount will be allowed.
7. That the drawings of the said project shown are provisional and tentative and subject to changes by the architect/company before or during the course of construction without any objection or claim from the allottee(s) within the agreed consideration costs, the company shall complete all the civil work, plumbing, sanitary work, joinery painting & polishing, internal electrification (excluding bulbs tubes fans and geysers etc.) external development which interlaid includes laying of the road, water lines, sewer lines and electric lines within the complex of FAR, however, the external services like water supply network, sewer, storm water, drains roads electricity outside the complex to be connected to the internal services are to be provided by the **M/S Krishna Estate Developers pvt. Ltd..**
8. The terrace rights of all the blocks/ towers are reserved with the company. No construction shall be permitted on the terrace to the allottee(s), however the company shall have the right to explore the terrace in case of any change in the FAR.

C. MAINTENANCE

9. The maintenance, upkeep, repairs; security etc. of the building including the common lawns of the building /complex will be organized by the company or its nominee. The Allottee(s) agree and consent to the said

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Bhushan Kumar
M/S Krishna Estate Developers Pvt. Ltd.
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Allottee(s)


agreement, the Allottee(s) shall pay maintenance charges which shall be fixed by company or its nominee from time to time depending upon the maintenance cost. The allottee(s) /buyer(s) has/have to sign a Maintenance Agreement with the company or its nominee at the time of possession of the flat. In addition to the maintenance charges, there will be contribution to the monthly maintenance charges. Any delay in payments will render the Allottee(s) liable to pay interest @ 18 % p.a. Non-payment of any of the charges within the time specified will also disentitle the Allottee(s) to the enjoyment of common services including electricity, use of lifts, club, water etc. The Allottee(s) consents to this arrangement whether the flat is transferred to the Association of the flat buyers or other body Corporate shall continue till such time as the Company terminates the arrangement.

10. That the maintenance of the residential flat including all walls and partitions sewers, drains, pipes etc. shall be the exclusive responsibility of the allottee(s) from the date of the possession, further, the allottee(s) shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which; the company may recover the expenditure incurred in rectification from the allottee.
11. That the central green lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on cost sharing basis.
12. That the Allottee(s) will allow the maintenance teams to have full access to and through his flat for the periodic inspection, maintenance and repair of the service conduits and the structure.
13. The terrace rights of the block vests with the Company. However the Allottee(s) shall have the right to approach the terrace for maintenance of water tanks, antenna etc.

D. POSSESSION

14. That the possession of the independent flat shall be offered to the allottee(s) only after the execution and registration of the sale deed in favour of allottee(s) in respect of his / her / flat. The sale deed shall be executed and registered only after the entire payment and other charges in respect of the flat have been cleared by allottee(s).
15. That all the charges, expenses, stamp duty, official fees, advocate fees etc. towards sale deed including documentation, will be borne by the allottee(s). If the Company incurs expenditure towards the registration of the apartment/flat, the same will be reimbursed by the allottee(s) to the company before the possession.
16. That for the computation purpose flat is being allotted on the basis of Super Area which means and include built-up covered area of flat plus proportionate share area of space falling under corridors, stairs, passages, lobbies, projection and architectural features, lift walls and rooms, munties, common lobbies and toilets, circulation and refuge areas, balconies, if any and other common spaces with in the blocks of complex. The built-up/covered area of the flat includes the entire carpet area of the flat, internal circulation area and proportionate area under internal and external walls and balconies. The built up area shall be measured from the outer edge of the wall if it is not common and from the central of the walls if it is common. The method of calculation of the super area shall be binding upon all the parties. Notwithstanding the fact that a portion of the common space has been included for the purpose of calculating saleable/super area of the flat. It is reiterated and specifically made clear that this is only the covered area of flat to which the allottee(s) will have exclusive right and inclusion of the common area in the computation does not give any title thereto as such to the allottee.
17. That the possession period agreed upon is only indicative and the company may offer possession before that date. In

(Company)


Krishna Developers Pvt. Ltd.
Bhushan Kumar

Allottee(s)

case of early possession, the balance installments shall become due immediately. The allottee(s) has to take possession of the flat within 45 days after written offer of possession from the company failing which the allottee(s) shall be liable to pay watch and ward charges @ 0.10% of the cost of the flat per month. If the allottee(s) fails to take over the possession within three months watch and ward charges @ 0.20% of the total cost of the flat will be recoverable. Further maintenance charges as mentioned in above shall become payable after the expiry of the said period of 45 days. In case of delay in possession of the apartment to the allottee(s) subject to force majeure and other circumstances, the company shall pay to the allottee(s) compensation @ Rs. 5/- per square ft. of the super area per month for the period of delay.

18. That the allottee(s) after taking possession of the flat shall have no claim against the company in respect of any item of work in the flat, which may be said to have been carried out or for non compliance of any design, specification, building material or any other reason what so ever, however, the company shall be responsible for a period not exceeding six months from the date of offer of possession, if any deficiency is observed in the said flat and same shall be rectified by the company. Further, if the deficiency is caused due to fault of the allottee(s) they shall not hold the company responsible or liable for the same.
19. The Company shall offer in writing to the Allottee to take over the physical possession of the flat for his / her / occupation in terms of this Agreement within forty five (45) days of issue of the notice as aforesaid, subject to the allottee having complied with all the terms and conditions of this Agreement. Company shall, after satisfactory execution of documents and payment by the allottee of all the dues under this Agreement, handover the physical possession of the flat to the Allottee.
20. In case the Allottee fails to take the possession of the flat from the Company within 120 days of stipulated date of the offer of possession then the Company may terminate the Agreement within 30 days thereafter and Company shall be at liberty to sell and / or dispose off the flat to any other party at such price / charges and upon such terms and conditions as the Company may deem fit. On the company exercising the option to terminate the agreement, money deposited by the Allottee to the Company shall be liable to be forfeited and no refund of any earnest money or other charges shall be made to Allottee.

E. GENERAL TERMS AND CONDITION

21. That the basis of calculating the proportionate charges payable by any allottee(s) will be the proportion of the super area of his / her / their flat.
22. That the address given in the application form shall be taken as final unless any subsequent change has been intimated under registered A.D. letter. All demand notices, letter, etc. posted at the given address shall be deemed to have been received by the Allottee(s).
23. That the company shall have the right to raise finance from any bank / Financial institutions / Body corporate and for this purpose create equitable mortgage against the construction and the proposed built up area in favour of one or more financial institutions / bank and for such an act the allottee(s) shall not have any objection and the consent of the Allottee(s) shall be deemed to have been granted for creation of such charge / mortgage during the construction.

of the building / complex notwithstanding the foregoing, the company shall ensure to have any such charge, if created, vacated on completion of the building / complex and , in such a case, before the transfer / conveyance of the title of the flat of the allottee.

24. That the Allottee(s) shall not use or will not allow the flat being used for any non-residential purpose or any activity that may cause nuisance to other Allottees in the complex/building.
25. (i) That the allottee(s) shall not be entitled to get the Name(s) of his/her/their nominee(s) substitution in his/her/their place. The company may, however, in its sole discretion permit such substitution on such terms and conditions including payment of such administrative charges as it may deem fit. Any change in the name of allottee(s) as registered /recorded with the company (including addition/deletion) amongst family members (husband ,wife and own children and real brother /sister)will be attracting administrative charges as prescribed by the company from time to time will be paid by the allottee(s), before such change.
- (ii) The request letter for change of the right of the allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no- objection letter / certificate from the concerned bankers or financial institutions in case payment against the said flat was made by the Allottee(s) by raising funds / loans against allotted flat as security from bankers or financial institutions.
- (iii) The substitution / change of name & place of the Allottee(s) will be done as per the applicable law.
26. That the development of the said project is subject to force-majeure clause, which include delay for any reason beyond the control of the company like non-availability of any building materials due to market conditions, war or enemy action or natural calamities or any act of god. In case of delay in possession as a result of any notice, order, rule notification of the government / Court of law / public / competent authority or any other reason beyond the control of the Company and any of the aforesaid events, the Company shall be entitled to the reasonable extension of time. In case of non-availability of materials at reasonable cost including those material mentioned in the specification sheet/brochure, the company will be entitled to use alternative/substitute material without any claim from allottee.
27. Until a sale deed is executed and registered in favour of the allottee(s) the company shall continue to be the owner of the flat and this allotment shall not give to the allottee(s) any rights or title or interest therein even though all payment have been received by the company. The company shall have the first lien and charge on the flat for all its dues that may / become due and payable by the allottee(s) to the company.
28. That in case the allottee(s) is /are non-resident Indians the observance of the foreign exchange & management act and any other laws as may be prevailing shall be responsibility of the allottee(s) only.
29. That the allottee(s) has fully satisfied/himself about the interest and title of the company in the said land on which the flat as a part of group housing project is being constructed and has understood all limitation and obligations in respect thereof and there will be no more investigation or objection by the allottee(s) in this respect.
30. That in case of joint allottee(S) the company may, at its discretion, without any claim from any person deems correspondence with any one of the joint allottee(s) sufficient for its record.
31. That for all intents and purposes, singular includes plural and masculine includes feminine.
32. That all the disputes or disagreements arising out of in connection with or in relation to this allotment shall be mutually discussed and settled between the parties. That all disputes or disagreements arising out of in connection

(Company)



Allottee(s)

with or in relation to this allotment which cannot be amicably settled shall be finally decided by arbitration who shall be a person mutually agreed upon by the company and allottee(s).

33. This allotment letter and its all terms and conditions do not constitute an agreement to sell. In case any action, notice or claim is initiated by any authority to pay the stamp duty and other charges etc. and if any stamp duty and other charges penalty etc. becomes payable on this allotment letter and any other document pertaining to this allotment now or in future, the same shall be payable and be paid by the allottee(s) and the company will not be liable to pay any part thereof.
34. That in case of any dispute between the co-allottee(s), the decision from the competent court shall be honored by the company.
35. That the high court of Allahabad and the courts subordinate to it at Ghaziabad alone shall have jurisdiction in all matters arising out in connection with this allotment.
36. The allottee agrees and understands that the company shall have right to adjust/appropriate the installment amount received from the allottee first towards the interest, service tax and other sums, if any, due from the allottee and the balance, if any, towards the sale price such adjustment/appropriation of payment shall be done at the sole discretion of the company.
37. It has been clearly understood and agreed by the parties that the allottee shall not be entitled to any ownership rights, title or interest etc. and it is expressly agreed by and between the parties that the right of the allottee under this agreement is confined and restricted to the area within the boundary of the flat allotted to the allottee and would not extend to common areas and facilities in any other building, club building, park open spaces, shopping arcade green belt, community centre, facilities, plant-rooms machine rooms etc. in the premium.
38. It is understood and agreed by the parties that the right of admission to club, with swimming pool, and any other facility shall always be reserved and vest with the company.
39. That the allottee shall pay electric connection charges, electric meter installation charges, water connection charges, security deposit thereof etc, to the concerned authorities / company, if the company decides to apply and thereafter, receive permission from U.P.S.E.B. state electricity board or from any other body/ commission regulatory authority constituted by the government for such purpose, to receive and distribute bulk supply of electrical energy in the premium housing project, then the allottee undertakes to pay on demand to the company the proportionate share as determined by the company.
40. The cost of electric and water meter, piped cooking gas(if available), gas meter etc. and all expenses for reticulation equipment and installation shall be borne by the allottee as and when demanded by the company or concerned authorities.
41. The flat is provided with a provision of standby power backup of minimum 1 KVA for each and every flat. In case the total standby capacity is more than limit, then the allottee shall pay to the company additional standby load charges @ Rs. 20000/- per KVA or as applicable and undertake to pay, immediately on demand by the company provided the company has spare capacity of standby electrical power.

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Kishna Est.

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Allottee(s)

42. The Allottee cannot install DG set in the said flat and building, thereon without prior permission of the Company.
43. That the Advance maintenance charges(AMC) will be payable in advance for first 30 months, on completion of project, after occupancy, the company will charge further maintenance charges for additional period of one year for smooth maintenance of the society if registered RWA is not formed after expiry of 30 months. The balance AMC charges (if any) will be transferred to the registered RWA and/or any maintenance agency after completion of period.
44. Monthly replenishment/ additional charges are to be paid by all the flat allottee to the nominated maintenance agency, at the rate per square feet per month of the super area at the prevalent rate or as decided by maintenance agency after expiry of 30 months at Aprameya Residency Ghaziabad & fixed security charges towards IFMS for maintenances & replacement of capital goods. These charges will be payable from the date the buildings is declared fit for occupation and shall be liable to be increased by the maintenance agency as and when required , keeping in view the cost structure.
45. The charges levied by the Ghaziabad Development Authority , Ghaziabad municipal board or any other local/central or state government body towards vacant land tax during the cost of construction, property tax or any other taxes, levies or charges , shall be borne by the flat allottee from the date of levy.
46. The Flat Allottee shall pay the charges mentioned in clause 44 above within a month from the date of demand notice issued by the Company" failing which he will be liable to pay interest @ Rs. 2% Per month from the date of demand notice. For this purpose part of a month will be treated as full month. In case the charges mentioned in sub-clause 45 are payable direct to a Local Body/central/State Government Office, the conditions of payment as prescribed by the body / office will be applicable.
47. On execution and registration of Sale Deed/Deed of Flat, the Financial Institution/Banks shall be entitled to receive the original Sale Deed/Deed of Flat from the Company, provided that the same has been requested for by the Financial Institution/Banks in writing to the Company at least 15 days prior to the execution and registration thereof under intimation to the Allottee and the said Financial Institution/Banks deputs a duly authorized representative for collecting the same.
48. The cost of stamp duty, registration charges and any other incidental charges and expenses will be borne by the Allottee in addition to the full sale price of the Flat, as and when demanded by the Company.
49. The allottee agrees and understands that the allottee shall not be unilaterally entitled to get the names of his nominees, legal representatives etc. substituted in his place. The company may, however, in its sole discretion, permit such substitution on such terms and conditions including such payments of transfer charges as it may deem fit and the other substitution shall further be subject to the directions and instructions as may be issued from time to time by the government of Uttar Pradesh and / or other authority having jurisdiction over the project. in case the allottee to be permitted to do so, the allottee will be required to obtain a "no dues certificate" from the company and the maintenance agency.
50. In case of allottee seeking transfer of the allotment of flat, the company may permit the allottee to do so provided the allottee has executed the flat buyer agreement before entering into such transfer of allotment of the flat by the company & will be at the sole discretion of management subject to payment of applicable charges of Rs.100 per sq.ft. of the super area of the flat and subject to obtaining no objection letter/certificate from the concerned financial institutions or bankers, in case payment against the said booking was made by the allottee by raising funds

(Company)



Allottee(s)

/ loans from any financial institutions or bankers and the Allottee shall be solely responsible and liable for all legal, monetary and any other consequences that may arise from transfer of allotment in favour of some third person.

51. The Allottee shall permit company, maintenance agency, or their authorized representatives when so required to enter his unit for the purpose of performing installation, alterations or repairs, cleaning or for any other purpose or in connection with the obligations and rights under this Agreement, including but not limited to electricity, water, sewage or for repairing / changing wires, gutters, pipes, manholes, drains, etc. to the mechanical, plumbing or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.
52. The Allottee undertakes to pay on prorata basis the maintenance bills as raised by the Company / Maintenance Agency from the date of offer of possession, irrespective of whether he/she is in occupation of flat or not. The bill for utility shall be prepared on the basis of actual consumption of water, electricity (mains as well as standby supply) used in the flat. The maintenance charges shall be fixed, before the delivery of the possession and revised from time to time, by the Company / Maintenance Agency depending upon the maintenance costs.
53. Interest free maintenance security (IFMS) is mandatory. The Company shall be free to assess and levy maintenance charges in a manner it deems fit by the maintenance agency or RWA which will come into existence in the society and to the extent that such charges, directly or indirectly payable by the Allottee towards services, infrastructure and facilities enjoyed by the Allottee in the Premium housing project, APRAMEYA RESIDENCY, Ghaziabad. In case of failure of the Allottee to pay the maintenance bill and other charges on or before the due date, the Allottee shall not be allowed to use the common facilities and services without prejudice to the right of the Company / Maintenance Agency to adjust in the first instance, the interest accrued on the Interest Free Maintenance Security against such defaults in the payments of maintenance bills and in case such accrued interest falls short of the amount of the default, the Allottee further authorizes the Company/ Maintenance Agency to adjust the principal amount of the Interest Free Maintenance Security against such defaults. The Company shall have the right to transfer IFMS of the allottee to the Maintenance Agency and / or registered association of the Flat owners but not before 2+1/2 Years or till 60% occupancy as the Company may deem fit, after adjusting, therefrom any outstanding maintenance bills and /or other outstandings of the Allottee at any time upon execution of the Sale Deed.
54. The Flat allottee agrees that the reserved parking space allotted to him/her for exclusive use shall be understood to be together with the Flat and the same shall not have independent legal entity detachable from the said Flat. The Flat Allottee undertakes not to sell/ transfer deal with the reserved parking space independent of the said Flat.
55. It is further clarified that any construction done by the Company in the said unit/flat shall be deemed to be made by the company for its own use until the applicant has made full payment of all the amounts payable under this allotment and has complied with all the terms and conditions of finance from any financial institution / bank or any other sources for purchase of the said unit but the applicants' obligation to purchase the flat will remain bound under this acceptance of Flat buyer's Agreement.
56. That the Company / bank or financial institution shall have the first lien and charge on the said flats (including on any income / rent there from) for all its dues payable by the Allottee under this allotment.

(Company)

Blushan Kumar
Allottee(s)
M/s. Shina Estate Developers Ltd.

57. If the Allottee is a non-resident Indian or is a foreign national of Indian Origin, he/she shall be solely responsible for conforming, observing and complying with the necessary formalities and / or provisions of the Foreign Exchange Management Act, 1999 ("FEMA") and Reserve Bank of India Act, 1935 ("RBI Act") and any Rules / Guidelines or any other applicable laws or amendments or modifications made thereof, including those laws governing remittance of payment, acquisition / sale / transfer of immovable property in India.
58. All notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the party to whom such notice is to be given if sent either by Registered A.D. Post or Speed Post to the Party at their respective address specified above.
59. The agreement constitute the entire understanding between the parties, and it revokes and supersedes all previous agreement/ correspondences/ representations/etc. between the parties, if any, concerning the matters covered herein , whether written, oral or implied. The terms and conditions of the agreement shall not be changed or modified except by written amendments, duly agreed between the parties.
60. Unless the context otherwise indicates;
- a. A reference of this agreement on other document, includes any variation replacement of either of them.
 - b. If a provision of this agreement is inconsistent with the provision of another agreement between the parties made before the date of this agreement, the provision of this agreement prevails.
 - c. A reference to a statute or other law includes regulations and instruments under it and all consolidations, amendments, re-enactments or replacements or any of them.
 - d. A reference to this agreement incorporates a reference to the schedule /annexure to this agreement.

Dated:

Place: Ghaziabad

For M/S Krishna Estate Developers (P) Ltd.

I/We hereby accept the Allotment
On all the terms and conditions mentioned herein above.

Authorized Signatory

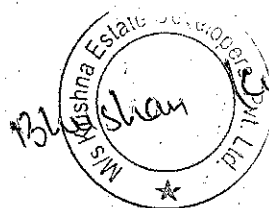
Signature of the Allottee(s)

WITNESSES:

1.

2.

(Company)



Allottee(s)

SPECIFICATION
Annexure 'B'

Room	Flooring	Electrical	Plumbing	Painting	Door / Window
Living / Dining Room	Vitrified Tiles	Fitting with Fans/ Provision for AC	Oil Bound Distemper & POP ceramic	Powder Coated aluminum glazing/ UPVC	Hard wood frame with polished skin molded door shutter
Master Bedroom	Vitrified Tiles	*Fitting with Fans / Provision for wardrobe/ Provision for AC	Oil Bound Distemper & POP ceramic	Powder Coated aluminum glazing / UPVC	Hard wood frame with painted flush door shutter
Bedrooms	Vitrified Tiles	Fitting with Fans/ Provision for AC	Oil Bound Distemper & POP ceramic	Powder Coated aluminum glazing / UPVC	Hard wood frame with painted flush door shutter
Kitchen	Vitrified Tiles / Ceramic Tiles	Semi Modular Kitchen	Ceramic Tiles up to 2' above counter	Powder Coated aluminum glazing / UPVC	Open Kitchen
Toilets	Ceramic Tiles	-	Ceramic Tiles up to ceiling	Powder Coated aluminum glazing / UPVC	UPVC Door Frame & shutter
Balconies	Ceramic Tiles	-	Texture Paint	-	-
Corridors	Vitrified Tiles	-	Texture Paint above	-	-
Exterior Finish	Texture Paint				

Annexure 'C'
PAYMENT PLAN- 'A'

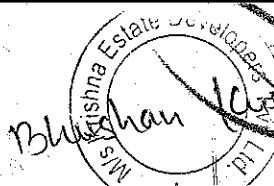
Note: Additional Charges i.e. PLC (for Preferential Location), PLC (for Floor), Car Parking, Club Membership, EDC, PBIC, FFC, EEC.

DOWN PAYMENT

*On Booking:	: 10% BSP
Within 45 Days of Allotment	: 85% BSP + 50% of Additional Charges
	5% BSP + 50% of Additional Charges & Stamp Duty Charges.
*At the time of POSSESSION	

PAYMENT PLAN FOR CONSTRUCTION LINKED:-'B'

Description	RATE
On Booking	10%
Within 30 Days of Booking	10%
Start of Construction	10% + 25% Additional Charges
Casting of Foundation Raft	10% + 25% Additional Charges
Casting of Basement Roof	10% + 25% Additional Charges
On Casting 2nd Floor Slab	10% + 25% Additional Charges
On Casting 5th Floor Slab	10%
On Casting 10th Floor Slab	10%
On Casting 14th Floor Slab	10%
On completion of Plaster/ Flooring	5%
At the Time of POSSESSION	5% + Stamp Duty Charges

(Company)

Allottees(s)