FLAT BUYER'S AGREEMENT

(SAMAJWADI AWAS YOJNA OF U.P. GOVERNMENT)

This	Agreement	to	Sell	is	made	and	executed	at	Ghaziabad	on	this	day	/ (of

BY AND BETWEEN

M/s Mehak Infrastructure Private Limited, a company incorporated and registered under Companies Act, 1956, having its Registered Office at 245, Second Floor, Jagriti Enclave, Vikas Marg Extension, Delhi-110092 and Corporate Office at AAC-003, Shipra Krishna Azure Commercial Complex, Kaushambi, District Ghaziabad-201001, U.P. (PAN-AADCR1107K) represented by its authorized signatory, Mr. Rahul Sharma (Aadhar Card No.______) duly authorized by Board Resolution dated 03rd October, 2017, on the one part and hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors in interest, executors and assignees);

AND

Mr./Mrs
Son/daughter/wife of Shri
Resident of
Aadhar Card No
PAN Card No.
1. Mr./Mrs
Son/daughter/wife of Shri
Resident of
Aadhar Card No.

Hereinafter called the "ALLOTTEE" on the other part singly/jointly (as the case may be) which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter and Allottee shall hereinafter collectively be referred to as the "PARTIES" and individually as a "PARTY"

DEFINITION

- (1) In these rules, unless the context otherwise requires-
 - (a) "Act" means the Real Estate (Regulations and Development) Act, 2016;
 - (b) "Annexure" means an annexure appended to these rules;
 - (c) "Authenticated copy" shall mean a self-attested copy of any document required to be provided by any person under these rules;
 - (d) "Common area" mean:
 - (i) The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
 - (ii) The stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
 - (iii) The common basements, terraces, parks, play ground, open parking areas and common storage spaces;

- (iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- (v) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- (vi) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii) All community and commercial facilities as provided in the real estate project;
 - Explanation:- Community & commercial facilities shall include only those facilities which have been provided as common areas in the real estate project;
- (viii) All other portion of the project necessary or convenient for its maintenance, safety etc. and in common use.
- (e) "Form" means a form appended to these rules;
- (f) "Government" means the Government of Uttar Pradesh;
- (g) "Layout Plans" means a plan of the project depicting the division or proposed division of land into plots, roads, open spaces, amenities etc. and other details as may be necessary.
- (h) "Ongoing Project" means a project where development is going on and for which completion certificate has not been issued but excludes such projects which fulfill any of the following criteria on the date of notification of these rules:
 - (i) where services have been handed over to the Local Authority for maintenance;
 - (ii) where common areas and facilities have been handed over to the Association or the Residents' Welfare Association for maintenance;
 - (iii) where all development work have been completed and sale/lease deeds of sixty percent of the apartment/houses/flats/plots have been executed;
 - (iv) where all development works have been completed and application has been filed with the Competent Authority for issue of Completion Certificate
- (i) "Project Land" means any parcel or parcels of land on which the project is developed and constructed by a promoter;
- (j) "Section" means a section of the Act;

- (k) "Selection Committee" means the Selection Committee constituted under Section 22 of the Act in accordance with these rules;
 - (i) "Search Committee" means the Search Committee constituted under these rules to assist the Selection Committee; and a project where development is going on and for which Completion Certificate has not been issued but excludes such projects which fulfill any of the following criteria on the date of notification of these rules:
 - (ii) Words and expressions used and not defined in these rules but defined in the Act, shall have the same meaning respectively assigned to them in the Act.

Taxes & cesses: shall collectively referred to all applicable Value Added Tax (VAT), State sales tax, central sales tax, works contract tax, service tax, GST, metro cess, labour cess, building and other construction workers welfare fund, education cess and any other taxes and cesses by whatever name called, levied as on date or imposed in future even if the same is with retrospective effect, by the relevant authority in connection with the construction & development of the Project Lands.

WHEREAS

M/s Mehak Infrastructure Private Limited (Consortium) are the lawful owner of land admeasuring 10521 sq. meters in Khasra No. 1091 (Part) and 1092 (Part), Village Morta, District Ghaziabad, U.P.

WHEREAS M/s Mehak Infrastructure Private Limited (Consortium) are registered as Approved Private Developers vide Certificate of Registration No. 4241/45-D/SAY/2015-16 dated 29th June, 2015 issued by Awas Bandhu, Housing & Urban Planning Department, Government of Uttar Pradesh for implementation of Samajwadi Awas Yojna under the Affordable Housing Policy issued vide G.O. 74/3492/Eight01014-34 Meeting/14 dated 12th December, 2014.

The Detailed Project Report of aforesaid affordable housing project was approved on land area of 10521 sq. Meters situated on 18.0 meters vide Master Plan Zonal Road as per duly approved Zonal Plan of Zone-I by Ghaziabad Development Authority by Awas Bandhu, Government of Uttar Pradesh vide DPR No. 60 dated 24.11.2016 and the Sanction Letter sanctioning Lay Out Plans has been issued by Ghaziabad Development

Authority vide Sanction Letter bearing reference No. 123/Master Plan/Zone-I/17 dated 16.10.2017.

The copy of said DPR duly approved by Awas Bandhu, copy of building plans duly approved by Ghaziabad Development Authority, copies of Original Sale Deeds pertaining to project land measuring 10521 sq. meters and other related No Objection Certificates of Fire Department, Airport Authority of India, Structural Vetting from IIT, Roorkee, Area calculations & specifications of the units and facilities within the project are available at project site as well as at Corporate Office of M/s Mehak Infrastructure Private Limited for inspection/explanation to all applicants and concerned persons and the applicant/allottee is fully satisfied in all respects with regard to the right, ownership, title of land of the company over which the affordable housing project is proposed to be constructed.

The said land is earmarked for the purpose of building an affordable housing project comprising three multi-storied affordable housing flat buildings and the said project shall be known as "MEHAK JEEVAN" ("Project")

The Allotee(s) has clearly understood that on the basis of his/her registration/ application, a TYPE ____ Affordable house having specific Number: MEHAK/___/__ has been assigned/allotted to him against which specific floor & unit Number will be allocated to him through an open draw or otherwise amongst the Allottees of TYPE __ affordable houses in a fair and transparent manner in front of allottees, Government Officials, Press and Independent observers before possession of the Houses/Flats. All allottees having allotment letter of particular type of Affordable house/unit with a specific number are assured to get allotment of One Unit in the Project MEHAK JEEVAN, Raj Nagar Extension, Ghaziabad.

That the project will be constructed as per the mandatory requirements and compliances of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/Water Commission/any other rules and regulations laid down by State of U.P. or any other Competent Authority applicable at the time of sanction of plans. The allottee(s) shall abide by the terms and conditions imposed by such Authority after taking possession of the Affordable House.

That the Allottee(s) shall abide by all laws, rules and regulations of the GDA/Local Bodies/State Government of U.P. and of the proposed Body Corporate, Association of the Buyers (as and when formed till then as prescribed by the Developer) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after the completion of the complex.

The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.

C. In furtherance to the Registration Form Nofor allotment of affordable
houses/flats in the project of " $\mathbf{MEHAK\ JEEVAN}$ " under Samajwadi Awas Yojna of U.P.
Government and subsequently, on the basis of draw regarding Allotment of flat held on
for affordable house/flat, the Company has allotted an Affordable House
of TYPE , having a specific Number: MEHAK//having a Built-up Area of
sq. feet (equivalent tosq. meters) which includes a Carpet Area of
in Sq. feet (equivalent toin sq. meters) as per the DPR of the project approved by
Awas Bandhu, Housing & Urban Planning Department, Government of Uttar Pradesh,
which is more particularly described inn Schedule-A herein ("Flat/Unit") in Project
"MEHAK JEEVAN" subject to compliance by the Allottee(s) at all times of all the terms
and conditions & floor plan is more particular described in Schedule-B and Payment
Plan as per specified in Schedule-C.

The Allottee(s) has seen all documents/papers as available with the Company in relation to the Project, including but not limited to the title documents, building plans Sanction and other approvals obtained from the governmental authorities and the present Agreement is being entered into by him after being fully satisfied about the rights, title and interest possessed by the Company over the same and quality of construction at the Project and after having full knowledge of the applicable law, to which the Company and/or the Project are or be subject to in future. The Allottee(s) are completely aware of and have understood all limitations/obligations/restrictions (if any) of the Company in respect thereof and confirm that he/she shall neither investigate the same further nor raise any objections whatsoever in this respect.

In consideration of the payment made and/or to be made by the Allottee(s) to the Company in the manner stated hereinafter and in consideration of the adherence to and compliance with of various terms, conditions, covenants and obligations of the Allottee(s) stated herein, the Company hereby allots in favor of the Allottee(s) at the price/consideration mentioned hereinafter, and the Allottee(s) hereby accepts such allotment of the said flat/unit.

That the Allottee(s) hereby agrees to pay M/s Mehak Infrastructure Private Limited the agreed sale consideration and other charges which shall be as per the Payment Plan opted by the Allottee(s) and as explained to Allottee(s). The total price mentioned in the application is inclusive of cost of providing electric wiring and switches in the Affordable House but exclusive of all government levies and taxes including GST, however the total price does not include the cost of electric fittings, fixture, electric and water meters etc. and other items not specifically included which shall be installed by the allottee(s) at his own cost.

D. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

Till	date	of	execution	of	this	Agree	ment,	the	Allotte	e(s)	has ı	made	payme	ent	of F	≀s.
			_(Rs													_)
tow	ards		t payment					nt p	ayable,	the	rece	ipt w	hereof	is	here	by
ack	nowle	dge	d and conf	irm	ed by	the C	Compan	у.								

That balance total amount payable and all other costs, charges, deposits etc. shall be payable by the Allottee(s) in the manner specified in Payment Plan set out in **Schedule- C** herein and/or as otherwise provided under this Agreement.

- E. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- F. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Allotted Affordable House/flat.

NOW, THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable considerations, the Parties agree as follows:

1. TERMS:

1.1	Subject	to	the	terms	and	conditions	as	detailed	in	this	Agreement,	the
	Promote	r ag	grees	to sell	to th	e Allottee(s) ar	nd the Allo	otte	e(s)	hereby agree	es to
	purchase	e th	e Aff	ordable	Hou	sing/Flat as	spe	cified;				

1.2	The total sale consideration for the affordable house of TYPE ba	sed on the
	carpet area is Rs()

Explanation:

- (i) The above sale consideration includes the booking amount (i.e. 10% of the total sale consideration) paid by the allottee(s) to the Promoter towards the purchase of Affordable House/flat in the Project "MEHAK JEEVAN", Raj Nagar Extension, Ghaziabad;
- (ii) The above total sale consideration is without any taxes i.e. Value Added Tax, Service Tax, GST, Labour Cess or any other similar taxes which may be levied in connection with the construction of the Project, already paid or payable by the Promoters or will be payable by the Allottee(s) on pro-rata basis;
- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment within 15 days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the date from which such taxes/levies etc. have been imposed or become effective;
- (iv) The sale consideration of affordable house/flat includes pro-rata share in the common area as provided in the Agreement.

- Allottee(s) hereby to pay, due to increase on account of development charges payable to the Competent Government Authority and/or any other increase in charges which may be levied or imposed by the Competent Government Authority from time to time. The Promoter undertakes and agrees that while raising Demand on the Allottee(s) for levying development charges, cost/charges imposed by the Competent Government Authority, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the Demand Letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the Payment Plan set out in Schedule C (Payment Plan).
- 1.5 It is agreed that the Promoter shall not make any additions or alterations in the Sanctioned Building Plans, Layout Plans and Specifications and the nature of fixtures, fittings and amenities described therein in respect of the Affordable House/Flat, plot or building, as the case may be, without the previous written consent of the Allottee(s). Provided that the Promoter may make such minor additions or alternations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.
- 1.6 The Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Affordable House/Flat as mentioned below:
 - (i) The Allottee(s) shall have exclusive ownership of the Affordable House/Flat;
 - (ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common area along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. Further the right of the Allottee(s) to use the common area shall always be subject to the timely payment of maintenance charges and other charges as applicable, it is clarified that the promoter shall convey

undivided proportionate title in the common area to the Association of Allottee(s) as provided in the Act;

- 1.7 It is made clear by the Promoter and the Allottee(s) agrees that the Affordable House/Flat along with parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self contained Project covering the said land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.
- The Promoter agrees to pay all outstanding dues before transferring the physical possession of the affordable house/flat to the Allottee(s), which has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the affordable house/flat to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken by such authority or person.

The	Allottee	has	paid	а	sum	of	Rs.			(Rupees
)	as	booking	amo	unt	being	part	payment
towar	ds the sale	consider	ration of	the	Affordable	Hous	e/Fla	t, the	receipt	t of which
the P	romoter her	eby ackı	nowledge	s an	d the Allo	ttee(s) her	eby ag	rees t	o pay the
remai	ning price o	of the At	ffordable	Hou	ise/Flat as	per	agree	ed Payı	ment F	Plan or as
dema	nded by the	promote	er within	the	time and i	n the	manı	ner spe	cified	therein.

Provided that if the allottee(s) delays in payment towards any amount which is payable by him, he shall be liable to pay interest at the @ 15% per annum to be compounded monthly.

MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Promoter, within the stipulated period as mentioned in the Payment Plan through A/c Payee cheque/demand draft or Online through RTGS/NEFT as applicable) in favour of 'MEHAK INFRASTRUCTURE PRIVATE LIMITED' payable at DELHI/GHAZIABAD.

COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee(s), if resident outside India, shall be solely responsible for complying with the formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any Statutory amendment(s), modification made thereof and all other remittance laws including that of applicable acquisition/sale/transfer of immovable properties in India etc. and provide the promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate same in writing to the

Promoter immediately and comply with necessary formalities if any under applicable laws. The Promoter shall not be responsible towards any third party for payment/remittances on behalf of any Allottee(s) and such third party shall not have any right for allotment of the said Affordable House/flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

ADJUSTM ENT/APPROPRIATION OF PAYMENTS

The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding if any, in his/her name as the Promoter may in its sole discretion deems fit and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the project and handing over the Affordable House/Flat to the Allottee(s) and the common areas to the Association of the Allottees after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee(s) shall make timely payments of all instalments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C ("Payment Plan").**

CONSTRUCTION OF THE PROJECT- AFFORDABLE HOUSE/FLAT

The Allottee(s) has seen the specifications of the Affordable House/Flat and accepted the Payment plan, layout plans which has been approved by the Competent Authority, as represented by the promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities. The Company shall have the absolute right to modify building plans or submit new building plans and make additional construction (anywhere in project) by way of an increase in the number of floors or otherwise, whether on account of increase in FAR or better utilization of the Land *I* Project or pursuant to the grant of additional licenses or for any other reason, to the extent permissible by the relevant Government Authority at any time before or after completion of the Project or filing the Declaration Deed therefore. The Allottee(s) acknowledges and agrees that it is the right of the Company to commercially utilize the increased FAR for its own commercial benefit amongst any of the existing towers within said Project or otherwise in any other manner it may deem think & proper.

POSSESSION OF THE AFFORDABLEHOUSE/FLAT

Schedule for possession of the said (Apartment)/ Flat

The Promoter agrees and understands that timely delivery of possession of the Affordable House/Flat is the essence of the Agreement, which will be 36 month subject to grace period of six month from the execution of Flat Buyer's Agreement. The Promoter, based on the approved plans and specification assures to hand over possession of the Affordable House/Flat. on or before 42 months, unless there is delay or failure due to Force Majeure conditions such as war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature beyond the control of promoter and affecting the regular development of the real estate project. If however, the completion of the Project is delayed due to the Force Majeure conditions then the Promoter shall be entitled for the extension of time for delivery of possession of the affordable House/Flat, provided that such Force Majeure conditions are not of a nature

which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by promoter from allotment with in 45 day from that date. After refund of the money paid by allottee, Allottee(s) agrees that he/she shall not have any rights, claims etc. against the Promoter and that the promoter shall be released and discharged from all its obligations and liabilities under this Agreement. However, in the event the Company fails or neglects to complete the construction on or before the time specified above and/or on such date as may be extended by mutual consent of the Parties, then the company shall be liable to pay to the allotte(s), a maximum compensation @ Rs. 5/ per sq ft or pre-EMI interest in view of RERA of the area per month provided, however, the intending allottee(s) has made payments of all instalments towards the sale consideration of flat in time and without any delay to builder. No claim of delay in possession will be entertained of allottee(s) who has defaulted in payment schedule.

That since it is a large project having number of towers, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. As such the intending Allottee(s) must take the possession of his/her Affordable House/Flat as it is made available for possession. In case of any delay in issuance of Completion Certificate, the builder will not be held responsible. The possession of Affordable House/Flat shall be offered only after obtaining Completion Certificate, however in the interest of Allottee(s), builder may handover the Affordable house/Flat with conditional possession to complete the interior work.

That the amenities like Road, Electricity, Sewer and water supply shall be provided by the GHAZIABAD DEVELOPMENT AUTHORITY/Authority Concerned up to the boundary of said project. The company will carry out all the above mentioned amenities within boundary of the said project i.e. internal development of project. The delay in providing the above said facility on the part of the GHAZIABAD DEVELOPIV UTHORITY/Authority Concerned shall not be considered the delay on part of the company.

Procedure for taking possession

The Promoter, upon obtaining the occupancy Certificate from the Competent Authority shall offer in writing the possession of the Affordable House/Flat, to the Allottee(s) in terms of this Agreement to be taken within (three) 3 months from the date of issue of such notice and the Promoter shall give possession of the affordable House/Flat to the Allottee(s). The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s) agrees to pay the maintenance charges as determined by the Promoter/association of allotters as the case may be.

That the construction could be completed prior to the date given in the agreement in that case the allottee(s) shall not refuse for taking the possession on any ground whatsoever. The date given in agreement is an assessment only and construction could be completed earlier to that.

The final touch to the Affordable House/Flat shall be given after the registration of sale deed and the consent of the allotte(s) shall be presumed that the keys of the Affordable House/Flat were given for the final touch. The allottee(s) have to take over the keys back after completing the job of final touch and on the date which was confirmed to the allottee(s). In case the allotte(s) delays in taking over the keys back after the confirmed date then company shall not be responsible for doing again any job in regards to the final touch. The monthly maintenance charges shall be payable by the allottee(s) even if the keys of affordable House/Flat were not been taken back.

Failure of Allottee to take Possession of Affordable Housel/Flat:

Upon receiving a written intimation from the Promoter, the Allottee(s) shall take possession of the Affordable house/Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of affordable House/Flat to the allottee(s). In case the Allottee(s) fails to take possession within the time provided such Allottee shall continue to be liable to pay maintenance charges as applicable and holding charges as decided by the builder which may be up to Rs. 20/- per sq. Feet of super build up area.

The defect liability shall not cover force majeure situations such as damage resulting from war, flood earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problem with the bought out items, the Company shall cooperate with the purchaser in sorting out the issue.

Possession by the Allottee

After obtaining the occupancy certificate* and handing over physical possession of the Affordable House/Flat to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee(s) or the competent authority, as the case may be, as per the local laws.

Cancellation / Surrenderd by Allottee

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee(s) proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the earnest money which is 10% of total sale consideration. The balance amount shall be paid to the Allottee(s) after deduction of earnest money by the promoter only sale of the affordable Unit/flat cancelled to the alternate buyer by the Promoter. However, it will be the endeavour of the Promoter to refund the balance amount within 90 days of such cancellation without any interest.

Compensation—

The Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give Possession of the Affordable House/Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason, the Promoter shell be liable, on demand to the allottee(s), in case the Allottee(s) wishes to withdraw from the project without prejudice to any other remedy available, to return the total amount received by him in respect of the affordable House/Flat, with interest at the rate specified in 'the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee(s) does not in withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Affordable House/Flat.

REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee(s) as follows:

- The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- 2. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 3. There are no encumbrances upon the said land or the project;
- 4. There are no litigations pending before any Court of law with respect to the said Land, Project or Affordable House/Flat;

- 5. All approvals, licenses and permits issued by the competent authorities with respect to the Project said Land and Affordable House/Flat are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to compliance with all applicable laws in relation to the Project, said Land, Building and Affordable House/Fiat and common areas;
- 6. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Affordable House/Flat to the Allottee(s) in the manner contemplated in this Agreement;
- At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant peaceful, physical possession of the Affordable House/Flat to the Allottee(s) and the common areas to the Association of the Allottee(s);
- 8. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- 9. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.
- 10. No notice from the Government or any other local body or authority or any legislative enactment government ordinance, order, notification (including any notice for acquisition or requisition said property) has been received by or served upon the Promoter in respect of the said Land the Project.

EVENTS OF DEFAULTS AND CONSEQUENCES

Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default in the following events:

1. Promoter fails to provide ready to move in possession of the Affordable House/Flat to the Allottee(s), within the time period specified. For the purpose of this clause, 'ready to move in possession' mean that the Affordable House/Flat shall be in a habitable condition which is complete in all respects;

2. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever toward purchase of the Affordable House/Flat, along with interest at the rate specified in the Rules with in forty five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the project or terminate Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for month of delay till the handing over of the possession of the Affordable House/Flat.

The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

In case the Allottee(s) fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the allottee(s) shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

In case of Default by Allottee(s) under the condition listed above continues for a period beyond three consecutive months after Notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Affordable House/Flat allotted in favour of the Allottee and refund the balance amount paid by the allottee after deducting the earnest money as mentioned aforesaid and also the interest liabilities on account of delay payments of instalments and this Agreement shall thereupon stand terminated.

CONVEYANCE OF THE SAID AFFORDABLE HOUSE/FLAT

The Promoter, on receipt of complete amount of the sale consideration of the Affordable House/Flat under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Affordable House/Flat together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorizes the Promoter to withhold registration conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

MAINTENANCE OF THE SAID BUILDING /AFFORDABLE HOUSE/FLAT/PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allotees.

That the intending allottee(s) will have to execute the maintenance agreement, parking allotement agreement for supply of electricity, with the execution of that agreement. The set of all these documents are available in a printed format, if the intending allottee(s) don't agree with any of the terms and condition or the content therein, the intending allottee(s) can cancel the said booking and ask for refund of deposited without any interest before signing the Agreement after deduction of earnest money. If the Agreement has been signed by the intending allotee(s) and then he/she asks for refund of amount deposited, then earnest amount of the Affordable House/Flat will be forfeited and balance amount, if any will be refunded without interest within 90 days of submission of request regarding refund. There is no power back up facility provided by builder in respect of flats. The power back up facilities will only be provided to essential services of the project by builder subject to payment of maintenance charges by the allottee(s).

DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, however in case of minor defect at allotted flat, the liability will be waived after taking possession by allottee(s).

RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee(s) hereby agrees to purchase the Affordable House/Flat on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges as determined and thereafter billed by the maintenance agency appointed or the association (or the maintenance agency appointed by it) and performance by the Allottee(s) of all his/her obligation in respect of the terms and conditions specified by the maintenance agency or the association from time to time.

RIGHT TO ENTER THE AFFORDABLE HOUSE/FLAT FOR REPAIRS

The Promoter/ maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, parkings and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of allottees and/or maintenance agency to enter into the Affordable House/Flat or any part thereof, after due notice and during the normal working hours unless the circumstances warrant otherwise, with a view to set right any defect.

USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the project, MEHAK JEEVAN, Raj Nagar Extension Ghaziabad shall be earmarked for purposes such as parking spaces and services including but not limited to electric substation, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked parking spaces, and the same shall be reserved for use by the association of allottees formed by allottees for rendering maintenance services.

GENERAL COMPLIANCE WITH RESPECT TO THE AFFORDABLE HOUSE/FLAT:

Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Affordable House/Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Affordable House/Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Affordable House/Flat and keep affordable House/Flat, its walls and partitions, sewers, drains, pipe and appurtenances there to or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and insure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee(s) further undertakes, assures and guarantees that he/she would not put any signboard / name plate, neon light, publicity material or advertisement material etc. on the face I facade of the Building anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Affordable House/Flat or place any heavy material in the common passage staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Affordable House/Flat. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency

appointed by association of allottees. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee(s) is entering into this Agreement for the allotment of a Affordable House/Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee(s) hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Affordable House/Flat, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of Affordable House/Flat/at his/ her own cost.

ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act., however it was agreed that if authority permits, builder may do so after purchasing the additional FAR from it's own fund. The Allottee(s) acknowledges and agrees that it is the right of the company to utilize the increased FAR for its own commercial/financial benefits amongst any of the existing towers within said Project or otherwise in any other manner it may think fit and proper.

PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

The Allottee(s) may, for the purpose of facilitating the payment of the Total Amount Payable obtain financial assistance from banks/financial institution after obtaining prior written permission from the Company. An arrangement/ agreement shall be entered into by the Allottee(s) at his sole cost, expense, liability risk and consequences. In the event of obtaining any financial assistance and from any bank/financial institution, the Company may issue the permission / NOC as may be required by the banks financial institution subject however, that the Company shall by no means assume any liability and/or responsibility such loan and/or financial assistance which the Allottee(s) may obtain from such bank/ financial institution. The Allottee(s) shall keep the Company indemnified from all

costs, expenses, injuries, damage which the Company may suffer for any breach / default that may be committed by the Allottee(s) to the third party(ies) / banks/ financial institution. In this regard, the Company may at the request of Allottee(s) enter into a tripartite agreement with the Allottee(s)' banker I financial institution to facilitate the Allottee(s) to obtain the loan from such bank /financial institution for purchase of the said Flat/Unit.

The Allottee(s) hereby agrees that the Company shall be entitled to cancel this Agreement at the request of Allottee(s)' banker/financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Allottee(s).

The Allottee(s) may obtain finance from any financial institution / bank or any other source as stated above but the Allottee(s) obligation to purchase the Said Affordable House/Flat and pay the amounts payable pursuant to this Agreement is not to be contingent on the Allottee(s)' ability or competency to obtain such financing and the Allottee(s) will remain bound under this Agreement whether or not allottee(s) has been able to obtain financing for the purchase of the Said Affordable House/Flat.

The Company shall have the right to raise finance / loan from any financial institution / bank by way of mortgage / charge /hypothecation or securitization of receivables or in any other mode or manner by creating a charge/ mortgage on the Said Affordable House/Flat and/or the Project and / or the Project lands and / or the receivables from the same, subject to the condition that the Said Affordable House/ all be free from all encumbrances at the time of execution of Sale deed. The Company / financial institution/ bank, as the case may be, may always have the first lien/ charge on the Said Affordable House/Flat for all their dues and other sums payable by the Allottee(s) or in respect of any loan granted Company for the purpose of the construction of the Project.

APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provision of the RERA (Real Estate (Regulation and Development)Act, 2016

BINDING EFFECT

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter.

If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee(s), allotment of the affordable House/Flat to the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) shall be returned to the Allottee(s) after deduction of earnest money without any interest or compensation whatsoever.

ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said affordable House/Flat/building, as the case may be.

RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the Affordable House/Flat, in case of a transfer, as the said obligations go along with the Affordable House/Flat for all intents and purposes.

WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waving the payment of interest for delayed payment. It is made clear and so agreed by the allotee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

SEVERABI LITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the rules and Regulations made there under or under other applicable laws, such provisions of the agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the Carpet/Built-Up area of affordable house or flat bears to the total Carpet/Built-Up area of all the affordable House/Flats in the project.

FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoters Corporate Office, in at Ghaziabad after the Agreement is executed by the Allottee(s) and the Promoter or simultaneously with the execution of the said Agreement.

The occurrence, happening or existence of any of following events shall entitle the Company to terminate the Agreement of the Allottee(s) -

- 1. Non-payment of any instalment of the Total Amount Payable or the interest payable on the same as mentioned in this Agreement, or
- 2. The Allottee(s) not taking possession of the Said Affordable House/Flat and/ or not complying with other requirements within the timelines provided herein from the Possession Notice Expiry.
- 3. Breach of any of the representations, warranties and covenants or failure to perform, comply and observe any of its obligations and responsibilities as set forth in this Agreement.

UNFORESEEN CIRCUMSTANCE

The Allottee(s) hereby nominates and constitutes the following persons as their respective nom he "**Designated Nominees**") under this Agreement to undertake the obligations and compliances I the Allottee(s) in the unfortunate case of death –

Mr. I	Ms	s/o/w/o/d/o			age _	years	res	ident	of
				a	s the	nomine	e of	and	As
per de	esire the builder	undertakes to	endorse	his/her/the	ir nan	ne or on	the	basis	of
legal o	documents/orde	r supported to	it in favo	ur of nomi	nee/le	gal heirs	and	subj	ect
to adn	ninistrative char	ges and permis	sible law.						

FORMATION OF ASSOCIATION

As per the provisions of the U.P Apartment Owners Association Act in force, an association of the Flat/Unit owners ("Association") in the project shall be formulated for the purposes of maintenance, repair, management and administration of the project and the Company shall handover the maintenance of the Project to the said Association under the applicable Laws. The Allottee(s), along with other Flat/Unit owners in the Project, shall join and cooperate forming the Association and registering the same with the Competent Authority, as may be required. The allottee(s) shall also from time to time, be required by the Company or the Association, to sign and execute the application for membership and other papers, instruments and documents in this regard and return the same to the Company or Association.

NOMINATION/ASSIGNMENT

The Allottee(s) shall not be entitled to transfer/ assign the entitlements under this Agreement for a period of 12 months from the date of this Agreement. Thereafter the Allottee(s) may after obtaining prior written consent of the Company, assign I transfer his rights, title and interest in the said Flat/Unit under this agreement to any third person / entity. The Company assures the Allottee(s) that the said written consent shall not be unreasonably withheld, however the same shall be subject to payment of the monies due

and payable by the Allottee(s) under this Agreement and payment of transfer / administrative fee for such assignment/ transfer as may be determined by the Company from time to time. Such consent/ permission shall always be subject to applicable laws, notifications/ governmental directions.

STAMP DUTY

The stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for execution of the Deed; the proportionate share of stamp duty and registration fee, as may be applicable for formation of the Association; and any additional stamp duty and registration charges, in the event the same becoming payable due to change or interpretation of applicable law, notification, order etc. including the stamp duty and registration fee which may be demanded by the competent authority due to under valuation of stamp, borne and payable by the Allotte(s) as and when demanded by the Company.

NOTICE *I* **GENERAL**

All communication/correspondence or notices to be sent to the respective Parties under this Agreement shall be deemed to have been duly served if sent by registered post with acknowledgement due or through speed post within 4 (four) days from the date of dispatch or actual date of receipt, whichever is earlier, at their respective addresses specified below:

In case of the Company - Mehak Infrastructure Private Limited, Unit No. AAC-003, Second Floor, Shipra Krishna Azure Commercial Complex, Kaushambi, Ghaziabad, U.P.-201001

In	case	of	the	Allottee(s)	-
					_

(29)

It shall be the duty of the Allottee(s) to inform the Company of any change subsequent execution of this Agreement in the above address failing which all communications and posted at the above address shall be deemed to have been received by the Allottee(s).

In case of more than one Allottee(s) all letters, receipts and or notices etc. issued by the Company and dispatched to the above mentioned address of the Allottee(s) or any new address later by the Allottee(s), shall be a sufficient proof of receipt of the same by all the Allottee(s) and shall fully and effectively discharge the Company of its obligation in this regard.

General:-

Permanent Account Number: As required under the provisions of the Income Tax Act, 1961

The Company is assessed to income tax and its Permanent Account Number is

AADCR1107K

The Allottee(s) is assessed to income tax and his Permanent Account Number is

JOINT ALLOTTEES

That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

The execution of this Agreement will be complete only upon its execution by the Company through its authorized signatory at the Company's corporate office at GHAZIABAD after all the copies duly executed by the Allottee(s) are received by the Company. Hence this Agreement shall be deemed to have been executed at GHAZIABAD even if the Allottee(s) has prior thereto executed this Agreement any place(s) other than GHAZIABAD.

GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

The Allottee(s) hereby accepts that the provisions of such maintenance services and use and access Common Areas and Facilities in the Project shall at all times be subject to payment of all costs, charges or fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc ("Maintenance Charges") to the Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities Allottee(s) under this Agreement. The rates of maintenance and service charges shall be fixed by the Maintenance Agency. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned. The Allottee(s) agrees that, on and from the Possession Date or the date of execution of the Deed, whichever is earlier, the Allottee(s) shall be liable to pay Maintenance Charges.

DISPUTE RESOLUTION

- (i) This Agreement entered into between the Parties and/or the terms and conditions herein shall be subject and interpreted according to the Applicable Law.
- (ii) The Courts at Ghaziabad alone shall have jurisdiction in case of any dispute.
- (iii) If any dispute or difference of any kind whatsoever shall arise between the Promoter and the allottee(s) in connection with or arising out of this Allotment which they are unable to settle amicable between themselves, hence such disputes or differences shall be decided by panel of three arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996. It is also agreed that the arbitral tribunal shall not have jurisdiction to adjudication upon the disputes ex adequate bono. The arbitration shall be held in Ghaziabad and English language shall be used in the arbitral proceedings. The Indian laws shall govern the

proceedings. The parties agree that the decision of the majority of the arbitrators so appointed shall be final and binding upon the parties.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this sale at (city/town name) in the presence of attesting witness, signing as such on the dayfirst above written.

SINGED	AND	DELIV	ERED	BY

SIGHED AND DELIVERED BY

THE WITHIN NAME

THE WITHIN NAME

WITHNESSES:-

1.

	I.	SIGNATURE
	II.	NAME
	III.	ADDRESS
_		
2.		
	I.	SIGNATURE
	II.	NAME
	III.	ADDRESS

SCHEDULE 'A' DESCRIPTION OF SAID AFFORDABLE HOUSE/FLAT AND SPECIFICATION
SCHEDULE 'B' FLOOR PLAN OF THE AFFORDABLE HOUSE/FLAT

SCHEDULE 'C' PAYMENT PLAN BY THE ALLOTTEE

*or such other certificate by whatever name called issued by the competent authority.

SCHEDULE- A

DESCRIPTION OF SAID AFFORDABLE HOUSE/FLAT AND SPECIFICATION

AFFORDABLE HOUSE FLAT DETAILS

Affordable House No.:
Type 2A (2 Room set with Covered Two wheeler Parking)
Built Up Area
Covered/ Open Car Parking (No's): Not Allotted
Covered Two Wheeler Parking:
Total Sale Consideration:

SCHEDULE-B

FLOOR PLAN

SCHEDULE-C CONSTRUCTION LINKED PAYMENT PLAN